****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.comm7tv.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: 898 0176 6129
Passcode: 681041
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.

CITY OF Billings

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

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

COUNCIL CHAMBERS | JUNE 13, 2022 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Rupsis

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

MINUTES:

- May 23, 2022 - Pending

COURTESIES:

PROCLAMATIONS:

- Men's Health Month
- World Elder Awareness Abuse Day - June 15, 2022
- Montana Football Hall of Fame Day - June 25, 2022

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 7a AND 11 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

1. CONSENT AGENDA -- Separations:

A. **Mayor Cole recommends that Council confirm the following appointments:**

1.

	Name	Board/Commission	Term	
			Begins	Ends
1	Andy Zoeller	Revolving Loan Committee	06/13/22	12/31/25
2	Jennifer Stark	Revolving Loan Committee	06/13/22	12/31/25
3	Zachary Dunn	Revolving Loan Committee	06/13/22	12/31/25
4	Kim Olsen	Revolving Loan Committee	06/13/22	12/31/25
5	Heather Kirpach	Revolving Loan Committee	06/13/22	12/31/25

B. Bid Awards:

1. **W.O. 22-27: Landfill Gas Compliance Flare Procurement.** (Opened 5/17/22) Recommend LFG Specialties, LLC; $491,160.
2. **W.O. 22-30: Pedestrian Crossing Improvements.** (Opened 5/17/22) Recommend Montana Lines, Inc.; $126,435.

C. **Airport Automobile Rental Concession** agreements for July 1, 2022 through June 30, 2027.

D. **Agreement** with Thorn Run Partners for Federal Lobbying Services; $90,000 per year.

E. **Purchase** playground equipment for Castle Rock Park; $292,357.53.

F. **Purchase** five (5) Dell servers for Public Safety and Enterprise systems; $152,325.

G. **Purchase** thirteen (13) 2022 Ford Interceptor SUV vehicles; $490,544.48.

H. **Purchase** fifteen (15) Motorola radios for Police vehicles; $107,274.30.

I. **Donation** to Billings Police Department from Yellowstone County DUI Task Force for DUI patrols; $2,000.

J. **Acknowledge receipt of petition to vacate** portions of Rich Lane, Will Way, and Camp Lane and set a public hearing for July 11, 2022.

K. **Final Plat** of Hilltop Subdivision, 2nd Filing. **Quasi-Judicial*

L. **Final Plat** of Parkland West Subdivision, 7th Filing. **Quasi-Judicial*

M. **Resolution** approving right-of-way and amended plat of Sunny Cove Fruit Farms.

N. **Resolution** to contribute Council Contingency funds to Yellowstone Art Museum for Covid Memorial; $1,000.

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

1. May 2, 2022
2. May 9, 2022
3. May 16, 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 RESOLUTION** approving and adopting FY2022 budget amendments. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- *Presented by:* Andy Zoeller, Finance Director

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve and adopt the FY2022 budget amendments, as recommended by staff.

3. **PUBLIC HEARING AND RESOLUTION** approving and adopting the water resale rate and fee schedule. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

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

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the Resolution approving and adopting the water resale rate and fee schedule, as recommended by staff.

4. **PUBLIC HEARING AND RESOLUTION** establishing collection, disposal, and landfill fees for FY2023.

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

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

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the Resolution establishing collection, disposal, and landfill fees for FY2023, as recommended by staff.

5. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings, Montana City Code, Article 21-200, Solid Waste Collection and Disposal. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

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

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve and amend Billings, Montana City Code, Article 21-200, on first reading, as recommended by staff.

6. **PUBLIC HEARING AND RESOLUTION** for a street name change from Monad Road to Rocky Vista Way located between Shiloh Road and 44th Street West. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

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

   Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve the resolution for a street name change from Monad Road to Rocky Vista Way, as recommended by staff.

7. **PUBLIC HEARING AND RESOLUTION FOR ANNEXATION 22-04:** a parcel located west of Harnish Boulevard and north of Trade Center Avenue. Staff recommends a conditional approval. (Action: approval or disapproval of staff recommendation.) **Quasi-Judicial*

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

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to conditionally approve Annexation 22-04, as recommended by staff.

   a. **ANNEXATION AGREEMENT** with Messinger Company, LLC. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

      No presentation.

      Recommended Motion: I move to approve the Annexation agreement with Messinger Company, LLC, as recommended by staff.

   b. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward V to include recently annexed property in Annexation 22-04: a parcel located west of Harnish Boulevard and north of Trade Center Avenue. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

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

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

8. **PUBLIC HEARING AND SECOND/FINAL READING ORDINANCE FOR ZONE CHANGE 1013:** a zone change located at 527 Lake Elmo Drive. 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 public testimony, I move to approve the second reading for Zone Change 1013, and adopt the findings of the 10 criteria, as approved by City Council on first reading May 23, 2022.

9. **PUBLIC HEARING AND SECOND/FINAL READING ORDINANCE FOR ZONE CHANGE 1014:** a zone change located at 3038 Central Avenue. Zoning Commission recommends approval and adoption of the 10 criteria. (Action: approval or disapproval of Zoning Commission recommendation.) **Quasi-Judicial*

   - *Presented by:* Karen Husman, Planner

   Recommended Motion: Having conducted two public hearings, considered written and spoken public testimony, I move to approve the second reading for Zone Change 1014, and adopt the findings of the 10 criteria, as approved by City Council on first reading May 23, 2022.

10. **PUBLIC HEARING AND SECOND/FINAL READING ORDINANCE FOR ZONE CHANGE 1015:** a zone change located at 1411 Emma Drive. Zoning Commission recommends approval and adoption of the 10 criteria. (Action: approval or disapproval of Zoning Commission recommendation.) **Quasi-Judicial*

    - *Presented by:* Karen Husman, Planner

    Recommended Motion: Having conducted two public hearings, considered written and spoken public testimony, I move to approve the second reading for Zone Change 1015, and adopt the findings of the 10 criteria, as approved by City Council on first reading May 23, 2022.

11. **NINE CITY-OWNED PARCELS TO SELL, EXCHANGE OR DONATE,** Terrace Estates Subdivision, 3rd Filing. (Opened 5/3/2022). No recommendation.

    - *Presented by:* Mark Jarvis, Parks Planner

    No recommended motion.

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

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

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City Council Regular
Date: 06/13/2022
Title: Boards & Commissions Appointments
Presented by: Chris Kukulski, City Administrator
Department: City Hall Administration
Presentation: No
Legal Review Not Applicable

RECOMMENDATION

Mayor Cole recommends that the City Council confirm the following appointments to the Revolving Loan Committee.

	Name	Board/Commission	Term	
			Begins	Ends
1	Andy Zoeller	Revolving Loan Committee	06/13/22	12/31/25
2	Jennifer Stark	Revolving Loan Committee	06/13/22	12/31/25
3	Zachary Dunn	Revolving Loan Committee	06/13/22	12/31/25
4	Kim Olsen	Revolving Loan Committee	06/13/22	12/31/25
5	Heather Kirpach	Revolving Loan Committee	06/13/22	12/31/25

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

The Mayor is requesting that the City Council confirm appointments for the Revolving Loan Committee.

ALTERNATIVES

Council may:

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

FISCAL EFFECTS

The proposed action has no financial impact.

City Council Regular

Date:	06/13/2022
Title:	W.O. 22-27, Landfill Gas Compliance Flare Procurement, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 22-27, Landfill Gas Compliance Flare Procurement, to LFG Specialties, LLC. in the amount of $491,160.

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

W.O. 22-27, Landfill Gas Compliance Flare Procurement, is intended to purchase the Landfill Gas Compliance Flare equipment package. The construction and installation of the Landfill Gas Compliance Flare will be completed under a separate installation contract.

This Landfill Gas Compliance Flare is part of the effort to bring the landfill into emissions limits established by the EPA and MT DEQ under the Title V air quality permit. W.O. 20-41 has been awarded to install gas collection piping in the open cells of the landfill, with construction to take place summer and fall of 2022. This flare package will be used to extract the gas from the gas collection piping in the landfills open cells, and then consume this gas in the flare, bringing the landfill into emissions compliance. The flare will also be sized to accommodate the total gas flow that is processed at the MDU landfill gas processing facility if the MDU plant has a prolonged outage due to a maintenance or emergency shutdown, allowing the landfill to operate safely and within emissions compliance limits when the plant is out of service.

In addition to the base bid, there is also an additive bid alternate of for an optional flare shroud intended to hide the flame at the top of the flare. The shroud increases the height of the flare by 16 feet and the taller flare may be more visually impactful than the shorter flare. Due to the overall cost ($141,210.00), increased overall height of the flare stack, and the manufacturer's claim that there is no guarantee that the flame will be 100% hidden with this optional shroud, this additive alternate is not recommended.

The project was advertised on April 15th, April 22nd, April 29th, May 6th, and May 13th 2022, in the *Yellowstone County News* and on the City's website. Bids were opened on May 17th and one bid was received from LFG Specialties, LLC.

ALTERNATIVES

The Council may:

- Award W.O. 22-27, Landfill Gas Compliance Flare Procurement, to LFG Specialties, LLC in the amount of $491,160; or
- Not award a contract and reject the bid. If the project is not awarded, the landfill will continue to produce gas emissions that are in excess of the environmental regulation limits, and the City may be subject to fines.

FISCAL EFFECTS

The following bid was received:

Contractor	Base Bid	Additive Alternate: Flare Shroud
LFG Specialties, LLC	$491,160.00	$141,200.00

The base bid is $491,160. Staff reviewed the one bid received and the cost is within the range of the Engineer's Estimate of probable cost. The project is using FY22 Solid Waste Landfill Funds and there is adequate budget for the project. Over time, the cost of these improvements will be offset by revenue generated by the production and sale of natural gas.

City Council Regular

Date:	06/13/2022
Title:	W.O. 22-30 Pedestrian Crossing Improvements, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 22-30, Pedestrian Crossing Improvements to Montana Lines, Inc. in the amount of $126,435.

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

As part of an annual project, the City installs or enhances pedestrian crossings to improve the safety of certain pedestrian crossings. A significant number of these crossings relate to safe routes to schools throughout the City. This project will install pedestrian crossing improvements that include new signage, flashing beacons, and pedestrians pushbuttons at nine intersections along elementary school routes and one crossing of Montana Avenue at North 25th Street.

The following intersections are included:

- 32nd Street West & Lampman Drive
- Zimmerman Trail & Colton Boulevard
- Poly Drive & 32nd Street West
- Poly Drive & Arvin Road
- Colton Boulevard & 19th Street West
- Poly Drive & 11th Street West
- South Billings Boulevard & Simpson Street
- Bench Boulevard & Jaque Lane
- Bitterroot Drive & Elaine Street
- Montana Avenue and North 25th Street

The project was advertised on April 29, May 6, and May 13, 2022 in the *Yellowstone County News* and on the City's website. Bids were opened on May 17, 2022 and one bid was received. Montana Lines, Inc. submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Approve W.O. 22-30 Pedestrian Crossing Improvements to Montana Lines, Inc. in the amount of $126,435; or,
- Not approve a contract and reject all bids. If the project is not approved, the nine school crossings will continue to be standard crossings without enhancements.

FISCAL EFFECTS

The following bid was received.

Contractor	Base Bid
Montana Lines, Inc.	$126,435

Although only one bid was received, Staff reviewed the bid and generally unit item prices are within estimated values. The bid total was within the project budget of $215,000. The project was budgeted in FY22 using Gas Tax and Downtown TIF funds and there are sufficient funds to award this project. The TIF funds are used for the approved TIF application for the crossing on Montana Avenue.

City Council Regular

Date:	06/13/2022
Title:	Approval of New Airport Automobile Rental Concession Agreements with Three Car Rental Companies
Presented by:	Kevin Ploehn, Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the three (3) Automobile Rental Concession Agreements with the three concessionaires submitting successful proposals for the term that begins July 1, 2022, and ends on June 30, 2027.

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

The current Automobile Rental Concession Agreements to operate rental car concessions at the Billings Logan International Airport expire June 30, 2022. The Airport has five rental car concession counters available in the Terminal Building, that are currently leased by (1) Overland West, Inc., DBA Hertz Rent a Car, (2) Enterprise RAC Company of Montana/Wyoming, LLC DBA Alamo Rent A Car & National Car Rental, (3) Enterprise RAC Company of Montana/Wyoming, LLC DBA Enterprise Rent-A-Car, (4) Larson Enterprises, Inc. DBA Avis Rent A Car and Blackfoot Rentals, Inc. DBA Budget Rent A Car, and (5) Overland West, Inc. DBA as Dollar Rent-A-Car and Thrifty Car Rental. Additionally, the Car Rentals also, as part of this Agreement, lease operating space at the Airport's Quick Turn Around (QTA) facility (car wash and detail bays) and parking space in front of the Terminal and at the QTA.

A Notice of Request for Proposals (RFP) was advertised in the *Yellowstone County News* on April 29 and May 6, 2022, and also on both the City website and the Airport website. The deadline for RFP responses was May 27th. Three proposals were received from the following companies to operate rental car concessions in the Airport Terminal Building for the next five years:

Proposer	Five-Year MAG
Overland West, Inc. dba Hertz Rent-A-Car, Dollar Rent-A-Car, and Thrifty Car Rental	$2,411,050
Enterprise RAC Company of Montana/Wyoming, LLC dba Enterprise Rent-A-Car, Alamo Rent A Car, and National Car Rental	$4,000,180
Larson Enterprises, Inc. dba Avis Rent A Car, and Blackfoot Rentals, Inc. dba Budget Rent A Car	$1,900,000

The three (3) proposers submitting proposals for the new Automobile Rental Concessions are the same rental car operators and will provide the same seven (7) car rental brands that presently operate at the Airport. However, several ownership consolidations have taken place since the start of the expiring contract, and as a result several of the rental car operators have opted to consolidate all of their brands at a single counter this time rather than operate brands at separate counters and have therefore submitted a single proposal. This consolidation does result in two vacant car rental counters. The Airport will begin an evaluation of how to best use this space in the future.

ALTERNATIVES

City Council may:

- Approve Automobile Rental Concession Agreements with the three companies submitting successful responses to the RFP; or,
- Not Approve Automobile Rental Concession Agreements with the three companies submitting responses to the RFP, and direct Staff on how to proceed.

FISCAL EFFECTS

With the acceptance and approval of the recommended Automobile Rental Concession Agreements, the City will

receive the greater of 10% of the actual Car Rental Gross Revenues each year or the Minimum Annual Guarantee (MAG) as provided by each car rental as part of the RFP response. The combined MAGs provide a guaranteed revenue stream of $8,311,230 over the next five-year period for the Airport, along with the space rentals. The new MAG amounts total $2,553,720 more than the previous agreement's total five-year MAG amount, providing a greater level of financial security to the Airport.

The total revenues provided to the Airport for FY 22 are projected to be over $2,200,000. Additionally, the operating spaces used by the car rentals add another $273,000 in FY 22 rental revenues. These spaces, including the Terminal Building ticket counter space rental, the parking space rental, and the QTA Car Wash Facility ground space rental will be adjusted annually for inflation by the average of the monthly percentage increases of the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published monthly by the Bureau of Labor Statistics.

Attachments

Draft Agreement
Bid Summary

AUTOMOBILE RENTAL CONCESSION AGREEMENT

THIS AUTOMOBILE RENTAL CONCESSION AGREEMENT (the Agreement) made and entered into on _____ by and between the following:

CITY OF BILLINGS, MONTANA, hereinafter designated "City"

and

_____, hereinafter designated "Concessionaire"

W I T N E S S E T H

WHEREAS, City owns and operates Billings Logan International Airport, (hereinafter called "Airport"), and the Airport Terminal Building situated in the City of Billings, State of Montana, and

WHEREAS, Concessionaire is engaged in the operation of an automobile rental business and is prepared, equipped, and qualified to supply an adequate number of current model automobiles in good mechanical and physical condition and appearance for the operation of an automobile rental business at the Airport Terminal Building, and

NOW THEREFORE, in consideration of the benefits to be derived, the parties hereto agree as follows:

ARTICLE 1

LEASED PREMISES, PRIVILEGES, AND USAGE RIGHTS

City leases to Concessionaire certain premises, together with improvements and certain attendant privileges, uses and rights, as hereinafter specifically set forth.

A. Leased Premises. The Leased Premises covered by this Agreement shall be as

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follows:

1. Counter areas on the ground floor of the Airport Terminal Building of approximately _____ square feet, described as Car Rental Counter #___, as set forth on Exhibit A, and by said reference made a part of this Agreement.

2. Assigned and allocated number of Ready/Return auto parking spaces in the designated parking areas west and south of the Airport Terminal Building as set forth on Exhibit B, and by said reference made a part of this Agreement, as long as City deems it feasible. The City may change these locations from time to time by written notice to the Concessionaire thirty (30) days prior to the change.

3. Assigned and allocated share of the remote Quick Turn Around (QTA) Operational Facilities, inclusive of the exclusive use preparation/detail bays, common use prewash/mud removal bays, preferential use automated wash bays, vehicle fueling system, and vehicle parking areas as set forth in Exhibit C, and by said reference made a part of this Agreement.

4. Assigned and allocated share of the QTA Satellite/Transfer Parking Lot, utilized for loading and unloading new, excess, replacement, and seasonal vehicles from automobile transport vehicles, as set forth in Exhibit F, and by said reference made a part of this Agreement.

B. Privileges, Uses, and Rights. City grants to Concessionaire the following privileges, uses, and rights, all of which shall be nonexclusive on the Airport.

1. The right, license, privilege, and obligation to operate an automobile rental service at the Airport Terminal Building for the purpose of renting automobiles to airline passengers and other persons who may request such service at the Airport.

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2. The right of access over and across roadways serving the Airport, by Concessionaire, Concessionaire's agents, employees, patrons and invitees, suppliers of service, and furnishers of material.

3. The right to install and operate appropriate counter signs at the Airport Terminal Building, subject to prior written approval of the Director of Aviation and Transit, which approval shall not be unreasonably withheld.

C. The granting of the privileges and rights and its acceptance by Concessionaire is conditioned upon the following covenants:

1. The right to use said Airport facilities in common with others authorized to do so shall be exercised, subject to and in accordance with the laws of the United States of America, State of Montana, local ordinances, and all applicable rules and regulations of City now in force or hereafter prescribed or promulgated.

2. Concessionaire will not transact car rental business at or use any other location on the Airport that is not designated in this Agreement, unless written permission is first obtained from the Director of Aviation and Transit.

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

4. Useful Life of the Facility. Concessionaire and City agree that the term of this Agreement does not exceed eighty percent (80%) of the reasonably expected

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economic life of the property or facilities covered by this Agreement. Concessionaire represents and acknowledges that it has no option or right to purchase or acquire any interest in the personal or real property subject to this Agreement.

ARTICLE 2

INSTALLATIONS BY CITY AND CONCESSIONAIRE

In the Airport Terminal Building Car Rental Counter area, as shown on Exhibit A, the Airport Ready/Return parking area, as shown on Exhibit B, and the QTA Facilities, as shown on Exhibit C, Concessionaire shall provide all leasehold improvements not provided by City, including, but not limited to, office interior partitions, additional lighting fixtures, utility services and connections, decorations, and all other fixtures, fittings, equipment and supplies.

A. Any planned for improvements require the review and written approval of the Director of Aviation and Transit prior to commencing any such improvements.

B. Concessionaire shall make payment promptly to all persons supplying labor or materials for work and shall not permit any lien or claim to be filed against the City.

In the QTA Satellite/Transfer Parking Lot, as shown on Exhibit F, City shall provide and maintain any improvements as City's resources permit.

ARTICLE 3

TERM

A. Term. The term of this Agreement shall be for a period of five (5) years commencing on the 1st day of July 2022, and ending on the 30th day of June 2027. An Agreement Year means the twelve-month period beginning July 1 of each year.

B. Holdover. A holdover is permitted only with the written approval of the Director of Aviation and Transit, and then on a month-by-month basis, not to exceed ninety (90) days.

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All terms and conditions equivalent to the final month of the Term, except for the MAG shall apply.

ARTICLE 4

FEES AND RENTALS

The Concessionaire shall pay concession fees, space rental, and use fees associated with its business activities and use of the Airport facilities as follows:

A. Concession Fees. For the concession privileges granted herein, Concessionaire shall pay City, during the term of this Agreement, a Concession Fee that is the greater of either a guaranteed Minimum Annual Guarantee (MAG) or the stated Monthly Percentage Fee, which is ten percent (10%) of the Gross Receipts on its annual operations at the Airport. Gross Receipts shall mean all monies paid or payable to Concessionaire, whether for cash, credit, or otherwise of any kind and nature, and regardless of when or whether paid to the Concessionaire, for all rentals and services authorized under this Agreement, excepting only those items specifically set forth in Section 2 below.

1. Gross Receipts. Gross Receipts shall include, but are not limited to, the following:

a) The aggregate amount of all monies paid or payable to Concessionaire for all sales and rentals made and services performed at the Airport, including fees, charges, and rentals, any ancillary, optional, or accessory items (for example, but not limited to, baby seats, ski racks, GPS, etc.); such ancillary, optional, or accessory items shall be included unless specifically excluded herein.

b) All monies paid or payable for charges made to collect, cover, or reimburse Concessionaire for fees, rent, or charges paid to City for the concession privileges granted herein.

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c) All monies paid or payable for sales, rentals, and services for customers in connection with the rental of a vehicle contracted for, delivered to, or rented by a customer at the Airport, regardless of where the payment is made, where the vehicle is returned to, or where the rental order was received.

d) All monies paid or payable to Concessionaire for one-way rentals originating at Billings or drop fees.

e) Credits provided to customers for costs that would not normally be a customer's responsibility to pay for, but were incurred by the customer during the rental, for such items to include, but not limited to, emergency repairs, rental over charges or billing errors, will be reflected as an adjustment to reported Gross Receipts.

f) Coupons and other discounts will be identified and reflected as an adjustment to reported Gross Receipts.

g) Amounts received for acceptance of or sale by Concessionaire of any insurance type products that are retained by the Concessionaire in the form of a commission, sales fee, profit, etc.

h) All monies paid or payable for underage or additional driver charges.

i) Any corporate contract the Concessionaire has with Airport tenants for rental cars at the Airport.

j) Revenue loss claims paid to Concessionaire due to damaged vehicles and reimbursed for by third party fleet services for the period the vehicle is out of service.

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k) Amounts received for any other product, service, or fee not specifically excluded in Section 2 below.

2. Exclusions from Gross Receipts. Gross receipts shall exclude the following:

a) Federal, State, and county or municipal taxes, now in effect, or hereafter levied, which are separately stated and collected from Concessionaire's customers.

b) Amounts received by Concessionaire as insurance payments for damage claims for autos and other property of the Concessionaire.

c) Sums received from the loss or abandonment of Concessionaire's automobiles.

d) Sums received from customers for damages and third party charges such as traffic fines, parking tickets, towing, impoundment, and tolls.

e) Amounts collected from the customer as service call charges for items such as lost key replacement, flat tire repair, charges for vehicle repair, or extensive cleaning to return vehicle back to service.

f) Amounts collected from the Customer Facility Charge (CFC), which are separately stated and collected from Concessionaire's customers.

g) Amounts collected pursuant to a rental agreement for fueling options, prepaid fuel (fuel service option) or reimbursement fuel (fuel reimbursement option).

h) Off-Airport vehicle sales.

i) Amounts collected from customers for any carbon offset

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programs offered by Concessionaire.

3. Said Concession Fee shall be paid within twenty (20) days after the beginning of each calendar month based on the 10% Monthly Percentage Fee of the Gross Receipts from the previous month. A report, Concessionaire's Monthly Report of Gross Receipts and CFCs, as set forth in Exhibit D, and by said reference made a part of this Agreement, shall accompany the payment that summarizes Gross Receipts from all rental agreements into a monthly total. Total monthly Gross Receipts should be reconciled to the Concessionaire's general ledger on a monthly basis. Concessionaire is not required to pay the MAG in monthly installments during the Agreement Year. Any MAG payment that may be due will only be required to be paid after the end of each Agreement Year.

4. At the end of each Agreement Year, in the event the total of the 10% Monthly Percentage Fee of the annual Gross Receipts calculation for a given Agreement Year is less than the MAG for that Agreement Year, Concessionaire shall pay to City the difference required to equal the amount of its MAG for that Agreement Year. The following are the Concessionaire's annual MAG amounts:

First Year $_____

Second Year $_____

Third Year $_____

Fourth Year $_____

Fifth Year $_____

5. In the event that the MAG for any Agreement Year is greater than the 10% Monthly Percentage Fee of Gross Receipts paid to City during any Agreement

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Year, the Concessionaire shall, within thirty (30) days after the end of the Agreement Year, remit a payment for the balance of the MAG that exceeds the total of the 10% Monthly Percentage Fee of the total annual Gross Receipts remitted to the City for that Agreement Year.

6. In the event of a reduction of twenty percent (20%) or more in monthly Gross Receipts of the combined car rental agencies located in the Airport Terminal Building, when compared with the five-year average of Gross Receipts of the combined car rentals for the same month over the previous five-year period, excluding months impacted by the COVID pandemic (as established in Exhibit G, and by said reference made a part of this Agreement), then the MAG shall be temporarily suspended. However, during such a temporary suspension, the 10% Monthly Percentage Fee on all Gross Receipts shall remain in full force and effect. The MAG will resume immediately once the monthly Gross Receipts of the combined car rental agencies is no longer 20% less than the monthly Gross Receipts when again compared to the five-year monthly average of the previous five-year period, not including the COVID impacted months (see Exhibit G). For the monthly periods the MAG is suspended, Concessionaire's annual MAG will be prorated based on the five-year average percentage of the monthly revenues, for that month, as set forth in Exhibit G. Exhibit G will be updated annually at the end of each Agreement Year to reflect the most current five-year period of Gross Receipts of the combined car rental agencies located in the Airport Terminal Building.

7. In the event that Concessionaire chooses to directly charge Concessionaire's customers, clientele, and other third parties, a fee, specifically to

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collect, cover, or reimburse Concessionaire for the percentage of Gross Receipts paid or due to City, as required in this Article 4, Paragraph A., said fee shall not exceed eleven and one-tenth percent (11.10%) of the eligible charges. The reimbursement fee shall be individually identified on Concessionaire's Rental Contract Form and in any form of advertising, including phone quotes, as a "Concession Recovery Fee." Concessionaire shall not in any form or means, indicate or refer to the percentage of Gross Receipts charge as a form of tax.

B. Terminal Building Space Rentals. During the term hereof, Concessionaire shall pay the following space rentals for the use of the Car Rental Counter area in the Airport Terminal Building designated on Exhibit A:

YEAR	PERIOD	SQUARE FEET	ANNUAL RATE	TOTAL MONTHLY RENTAL
1	7/1/22 thru 6/30/23		$30.00	$
2	7/1/23 thru 6/30/24		*	$
3	7/1/24 thru 6/30/25			$
4	7/1/25 thru 6/30/26			$
5	7/1/26 thru 6/30/27			$

* Rate to be the same as that charged for air carrier counter space in the Airport Terminal Building. To be determined annually beginning with Year 2 of the Agreement and changed effective on July 1 of each year.

Terminal Building space rentals shall be payable in equal monthly installments in advance and without demand, on the first day of each month of this Agreement commencing with the term thereof. City shall notify Concessionaire in writing each year of the annual Terminal Building space rental rate.

C. Terminal Area Ready/Return Parking Space Rentals. For the use of the Terminal area Ready/Return spaces, the beginning rate is $38.51 per space per month for _____

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spaces, or $_____ per month. These rental rates will be adjusted annually at the beginning of Agreement Year Two and each subsequent year for the term of this Agreement, equivalent to the average of the monthly percentage increases of the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. In no case will the rate per Ready/Return parking space per month be less than $38.51.

The Terminal Ready/Return parking spaces for the term of this Agreement are identified on Exhibit B, and by said reference made part of this Agreement. The relative location of each Concessionaire's Ready/Return area and number of assigned and allocated spaces will remain unchanged during the term of this Agreement.

1. For the entire term of the Agreement, the allocation of the Ready/Return Stall spaces will be established based on the percentage distribution of the total five-year MAG proposal. The highest ranked Proposer will be allocated the stalls closest to the Terminal Building, and the lower ranked Proposers will receive stalls farthest from the Terminal Building based on the order of the percentage ranking.

2. Terminal area Ready/Return space rentals shall be payable in equal monthly installments in advance and without demand, on the first day of each month of this Agreement commencing with the term thereof.

3. Four (4) VIP parking spots will be reserved for each On-Airport Rental Car Concessionaire in the south Rental Car Parking Lot located directly across from the Terminal Building. Said four (4) VIP spots shall be included in the count of the total number of Terminal Ready/Return parking spaces allocated to each Concessionaire. The location and allocation will not change during the term of this

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Agreement, and is as set forth in Exhibit B.

D. QTA Facility Ground Space Rentals. For the use of the QTA Facility, all Concessionaires will be allocated ground space at the joint use QTA Facility, and a ground space rental will be charged. The beginning rate is $0.32 per square foot per annum for _____ square feet of the facility ground area, $_____ annually, or $_____ per month. The total QTA Facility ground area included in the calculation of the ground rental for the term of this Agreement is identified in Exhibit C, and by said reference made a part of this Agreement.

1. This rental rate will be adjusted annually at the beginning of Agreement Year Two and each subsequent year for the term of this Agreement, equivalent to the average of the monthly percentage increases of the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. In no case will the rate per square foot per annum be less than $0.32.

2. Following the receipt of proposals, the Successful Proposers will be assigned their relative location within the QTA area and their established square footage, based on the ranking of their submitted five-year total MAG proposal. The Successful Proposer providing the highest proposal will get the first choice of relative location, the second highest Proposer the second choice, and so forth. Any disputes, discrepancies, etc., will be evaluated by the Director of Aviation and Transit, whose decision to resolve said dispute, discrepancy, etc., will be considered final. The QTA Facility ground space will not be reallocated during the entire term of the Agreement.

3. Ground rentals shall be payable in equal monthly installments in advance and without demand, on the first day of each month of this Agreement

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commencing with the term thereof.

E. QTA Satellite/Transfer Parking Lot Rentals. For the use of the QTA Satellite/Transfer Parking Lot, a ground rental will be charged. The beginning rate is $0.32 per square foot per annum for _____ square feet of the Satellite/Transfer Parking Lot ground area, $_____ annually, or $_____ per month. The total QTA Satellite/Transfer Parking Lot ground area included in the calculation of the ground rental for the term of this Agreement is identified in Exhibit F, and by said reference made a part of this Agreement.

1. This rental rate will be adjusted annually at the beginning of Agreement Year Two and each subsequent year for the term of this Agreement, equivalent to the average of the monthly percentage increases of the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. In no case will the rate per square foot per annum be less than $0.32.

2. Following the receipt of proposals, the Successful Proposers will be assigned their relative location within the QTA area and their established square footage, based on the ranking of their submitted five-year total MAG proposal. The Successful Proposer providing the highest proposal will get the first choice of relative location, the second highest Proposer the second choice, and so forth. Any disputes, discrepancies, etc., will be evaluated by the Director of Aviation and Transit, whose decision to resolve said dispute, discrepancy, etc., will be considered final. The QTA Facility ground space will not be reallocated during the entire term of the Agreement.

3. Ground rentals shall be payable in equal monthly installments in advance and without demand, on the first day of each month of this Agreement

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commencing with the term thereof.

F. QTA Exclusive Use Preparation and Detail Space Usage. Concessionaire's designated QTA exclusive use preparation/detail space is identified on Exhibit C, and by said reference made a part of this Agreement. This space will remain the Concessionaire's for use during the term of this Agreement. The rental for this space is included in the QTA Facility ground rental. This exclusive use space is the Concessionaire's operating space, and all costs associated with that operation will be the responsibility of the Concessionaire. Utility billings for the preparation/detail space will be billed to the Concessionaire based on actual usage and are due upon receipt of the invoice. Utilities include the electricity, natural gas, water, sewer, and trash collection.

G. QTA Joint Use Space Usage.

1. Prewash/Mud Removal Facility. The three-bay prewash/mud removal facility is a first-come, first-serve facility to be used for removing heavier dirt/mud. Concessionaire will be billed for the use of this facility through an allocation based on a "Common Use Formula." The formula will prorate twenty percent (20%) of the monthly cost of the facility equally among all car rental Concessionaires, and eighty percent (80%) of the cost will be allocated based on the percentage of the Concessionaire's monthly use in relation to the total monthly use by all Concessionaires. That percentage will be applied against the identified operation and maintenance costs incurred for that month, allocated accordingly to Concessionaire, billed to Concessionaire monthly, and is due upon receipt of the invoice.

2. Automated Wash Facility. The three-bay automated wash facility is a preferential use facility. This means that while Concessionaire is assigned to use a specific automatic wash bay as identified on Exhibit C, however, there will be times

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when the automatic wash equipment in that bay or one of the other bays will be out of operation for repair. During those times, all Concessionaires will need to utilize the remaining wash bays until all wash bays are operational. Use charges for the automated wash facility will be billed through an allocation using the percentage of Concessionaire's monthly uses versus total monthly uses of all users. That percentage will be applied against the identified operation and maintenance costs incurred for that month, allocated accordingly to Concessionaire, billed to Concessionaire monthly, and is due upon receipt of the invoice.

3. Fueling Facility. The QTA fueling facility will be a first-come, first-serve operation. Usage data will be captured during the month and used to calculate the total fuel purchased. The City will purchase fuel and bill Concessionaire based on the fuel price at the time of use. City will utilize a markup from the purchase price to provide for operational and maintenance costs to operate the fueling facility. Those costs include, but are not limited to, licensing, inspections, repairs, and updates. The markup on the fuel will not exceed an average of $.10 per gallon. Fuel usage will be billed every two weeks and payment is due upon receipt of the invoice.

4. Vehicle Storage Space. The rental for the vehicle storage space within the QTA Facility is included in the QTA Facility ground rental. Usage assignments shall be made as set forth in Exhibit C. However, in the event of a dispute, an equitable solution will be determined by the Director of Aviation and Transit, and the Director's decision shall be final.

5. Satellite/Transfer Parking Lot. The rental for the Satellite/Transfer Parking Lot is separate from the vehicle storage space. Usage assignments shall be

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made as set forth in Exhibit F. However, in the event of a dispute, an equitable solution will be determined by the Director of Aviation and Transit, and the Director's decision shall be final.

H. Default of Payment, Records, Reporting Requirements, and Audit.

1. Default of Payment. Without waiving any other right or action available to the City, in the event of default in payment of rentals, charges, or fees herein for a period of fifteen (15) days or more, Concessionaire shall pay to City interest thereon at the rate of one and one-half percent (1.5%) per month from the date such item was due and payable until paid in full. Said interest shall not apply with respect to items being contested in good faith by Concessionaire and which are resolved in Concessionaire's favor.

2. Records and Reporting Requirements. Concessionaire shall keep and maintain the following records and make the following reports:

a) Within twenty (20) calendar days after the close of each calendar month during the term of this Agreement, Concessionaire shall submit to the Director of Aviation and Transit, in a form and with detail satisfactory to the Director of Aviation and Transit, a statement, by brand if Concessionaire has multiple brands, of its Gross Receipts during the preceding month from its operation at the Airport upon which the percentage payments to City are computed and shown; the form of said statement is set forth in Exhibit D, and by said reference made a part of this Agreement. Said statement shall include supporting documentation detailing the per contract breakdown and itemization of Gross Receipts collected and reported for said month, and shall be signed by

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an authorized representative of Concessionaire. Concessionaire shall keep full and accurate books and records showing all of its Gross Receipts pertaining to all operations at the Airport, and City shall have the right, through its representatives, at all reasonable times, to inspect said books and records. All of said records and instruments shall be made available to City at the Concessionaire's Airport premises for at least a three (3) year period.

b) All rental agreement forms used by Concessionaire in its operations at the Airport under this Agreement shall be pre-numbered or electronically assigned. Concessionaire shall maintain records and controls pertaining to the rental agreement forms used at the Airport and summarize them in a monthly report. Missing numbers must be satisfactorily accounted for. The rental agreement forms used at the Airport shall be available for inspection and examination at all times by City or a duly authorized representative.

c) If Concessionaire utilizes corporate rental contracts in its operations at the Airport that are separate from the pre-numbered rental agreement forms, Concessionaire shall provide copies of said contracts to the City, provide a separate monthly report, and include receipts from said contracts in the Gross Receipts calculations.

d) Concessionaire, at Concessionaire's sole cost and expense, shall furnish to City, within ninety (90) calendar days after the close of each Agreement Year during the entire term of this Agreement, a written statement prepared by a financial officer of Concessionaire, or an independent certified

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public accountant employed by Concessionaire, stating to the City that Concessionaire's reports during the preceding Agreement Year were pursuant to this Agreement and made in accordance with the terms of this Agreement. Such statement shall also contain a list by month, of the Gross Receipts as shown on the books and records of Concessionaire, which were used to compute the fees paid to City during the period covered by the statement. Along with the written statement, Concessionaire shall also submit supporting documentation and calculations for City's review and records. Payment of any additional amount due as reflected in the annual statement shall be made to the City at the time the annual statement is provided to the City.

e) Annual DBE Report. Within thirty (30) days after the end of each Calendar Year during the term of the Agreement, and within the thirty (30) day period succeeding the expiration or earlier termination of the Agreement, Concessionaire shall deliver to the City a written DBE report. The DBE report shall be signed and certified by an officer of Concessionaire, identifying the names, addresses, types, and dollar values of goods and services the Concessionaire procured from certified DBE businesses. Upon receipt of the certified report of DBE use for the Agreement Year, the City will include this information in the annual ACDBE report the City is required to file with FAA Civil Rights.

3. Audit. The City has the right to audit the Concessionaire at any time during the term of this Agreement and for two (2) years following the expiration of the term. The audit will not necessarily be limited to the rental and privilege fee portion of

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this Agreement, but can be directed at an assessment of any aspect of this Agreement as it pertains to the operation at Billings Logan International Airport, at the discretion of the City. Audits by City shall be undertaken by a reputable firm of independent certified public accountants. The cost of said audits shall be borne by City, unless the results reveal a discrepancy of more than five percent (5%) between the Gross Receipts reported in accordance with this Article 4, Paragraph A. hereinabove, and the Gross Receipts as determined by audit for any Agreement Year. In case of such discrepancy, the full cost of the audit shall be borne by Concessionaire and any additional percentage fee due shall be paid by Concessionaire to City, with interest thereon at one and one-half percent (1.5%) per month from the date such additional percentage fee became due until paid.

ARTICLE 5

CUSTOMER FACILITY CHARGE

In accordance with City Ordinance No. 10-5515, attached as Exhibit E, and the imposition and use of Customer Facility Charges at the Airport, the following attendant uses and rights shall apply:

A. Customer Facility Charge (CFC) means the amount charged by the City and required to be collected by the Concessionaire from its customers for each Contract Day, for a maximum of fourteen (14) Contract Days, for each automobile rented under an Automobile Rental Contract or corporate rental contract entered into on the Airport, or other locations with car pickup occurring at the Airport, regardless of the ownership, area fleet, or location assignment of the vehicle, and without regard to the manner in which, or place at which, the vehicles are furnished to the customer, and without regard to whether the vehicles are returned to the Airport or some other

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location. The CFC is at all times the property of the City, and collected by the Concessionaire as an agent in trust for the City as set forth herein.

B. The CFC revenues collected and remitted to the City shall be used to pay eligible costs for designing, constructing, furnishing and equipping the Airport's car rental facilities, annual debt service on any bonds issued to finance the costs of designing, constructing, furnishing, and equipping car rental facilities at the Airport and to establish reserves therefore, and to pay issuance costs of said bonds, as determined by the City. CFC Revenues may also be utilized to pay costs of operating, repairing, and maintaining the Airport's car rental facilities as determined solely by the City.

C. The Concessionaire shall collect and remit the CFC revenues on behalf of the City based on the following:

1. A CFC rate of three dollars ($3.00) for each Contract Day for a maximum of fourteen (14) Contract Days shall be levied for each automobile rental entered into by the Concessionaire through its operations at the Airport. Contract Day shall mean a continuous twenty-four (24) hour period or fraction thereof during which an individual car rental customer rents an automobile. In the event the same automobile is rented to more than one customer within such continuous twenty-four (24) hour period, then each such rental shall be reflected as a Contract Day. Following the final twenty-four (24) hour rental period, a grace period not to exceed two (2) hours shall not be considered a new Contract Day. The CFC imposed by the Concessionaire shall be the amount established by the City for all On-Airport Concessionaires. The CFC shall be collected from <u>all</u> customers, including customers receiving complementary or discounted car rentals from the Concessionaire. A copy of the "CFC Ordinance No. 10-5515" is attached as Exhibit E, and by said reference made a

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part of this Agreement.

2. Concessionaire must collect the appropriate CFC at the time of collection of all other fees and charges associated with the rental of an automobile. Each Concessionaire shall include the CFC rate in all forms of reservations for automobile rentals and automobile rental advertisements. Reservations made thirty (30) days prior to a CFC rate change effective date, shall be exempt from the CFC rate change stated in the City's CFC rate effective notice to Concessionaire. Contracts entered into prior to the CFC rate change effective date shall also be exempt from the CFC rate change stated in the City's CFC rate effective notice to Concessionaire, and will continue the use of the in-place CFC rate.

3. The CFC rate is subject to adjustment by the Director of Aviation and Transit. Upon a determination by the Director of Aviation and Transit and the City's Financial Services Manager that the revenues being collected from the CFC are either more or less than the amount needed to pay the annual costs of debt service and other approved eligible costs, the Director of Aviation and Transit, in consultation with the City's Financial Services Manager, may adjust the CFC rate. The City shall provide written notice to each Concessionaire of any increase or decrease in the CFC rate, and shall specify in such notice the date on which the specific CFC rate becomes effective (the "rate effective date"), which date will not be less than sixty (60) days after notice is provided.

4. The CFC shall be identified on a separate line of each Automobile Rental Contract entered into on the Airport or elsewhere with car pickup at the Airport, and described as Customer Facility Charge or CFC with a footnote approved by the

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City explaining the abbreviation. All of the CFC revenues collected and held by the Concessionaire shall be considered the property of the City.

5. The Concessionaire shall hold said CFC revenues collected by the Concessionaire in trust and in a fiduciary capacity for the City and shall not hold or have either an ownership or equitable interest in said CFC revenues collected.

6. The Concessionaire shall maintain full and accurate books, records, and controls that are sufficient to meet the requirements herein, to demonstrate the correctness of the CFC revenues collected by the Concessionaire, and the amount of CFC revenue collections remitted, and City shall have the right, through its representatives, at all reasonable times, to inspect said books and records. All of said records and instruments shall be made available to City at the Concessionaire's Airport premises for at least a three (3) year period.

7. The City has the right to audit the Concessionaire at any time during the entire term of this Agreement and for two (2) years following the expiration of the term. The audit will not necessarily be limited to the CFC collections and payments portion of this Agreement, but can be directed at an assessment of any aspect of this Agreement as it pertains to the operation at Billings Logan International Airport, at the discretion of the City. The cost of said audits shall be borne by City, unless the results reveal a discrepancy of more than five percent (5%) between the actual collections and the reported collections in accordance with this Article 5, and the CFC collections as determined by audit for any Agreement Year. In case of such discrepancy, the full cost of the audit shall be borne by Concessionaire and any additional CFC revenues due shall be paid by Concessionaire to City, with interest thereon at one and one-half

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percent (1.5%) per month from the date such additional CFC revenues became due until paid.

8. Each year, the Director of Aviation and Transit shall estimate the CFC to be effective for such Agreement Year. The Director of Aviation and Transit will advise the Concessionaire in writing of the amount of the CFC for the upcoming Agreement Year at such time. Additionally, the Director of Aviation and Transit reserves the right to adjust the amount of the CFC, at such other times as deemed necessary, upon sixty (60) days prior written notice to the Concessionaire.

9. The Concessionaire agrees that it will not be entitled to any rights of offset or other reduction in the requirements herein and shall remit all CFC revenues collected, to the City, regardless of any amounts that may be owed or due to the Concessionaire by the City.

10. It is understood and agreed that all CFC revenues required to be collected by the Concessionaire under this Agreement and the CFC Ordinance as set forth in Exhibit E, are pledged for costs of the car rental facilities, including the payment of annual debt service on the Bonds and other obligations pursuant to the Bond documents, and such other costs as agreed to by the City and the Concessionaire with regard to such pledge.

11. In the event of a legal challenge to the CFC, the City will defend any such challenge. If all or any part of the CFC fails to survive challenge in a court of competent jurisdiction, then the stricken portion of the CFC will be replaced by either higher rents and fees, or a new pass-through fee, as determined by the City by making adjustments to the rents and fees pursuant to Article 4.

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D. The Concessionaire shall furnish to the City, within twenty (20) calendar days after the close of each calendar month during the entire term of this Agreement, in a form and with detail satisfactory to the City, a statement of the CFC revenues collected, the number of Automobile Rental Contracts, and Contract Days that occurred during the previous calendar month. The form of said report is set forth in Exhibit D; said report shall be accompanied by supporting documentation detailing the per contract breakdown of total rental days and number of rental days on which the CFC was collected and reported for said month, and shall be signed by an authorized representative of Concessionaire. The CFC revenues collected shall be remitted by the Concessionaire to the City in U.S. dollars without exchange for foreign currency to the address specified in Article 19, Notices, no later than the twentieth (20th) day of each month for the preceding calendar month of operations during the entire term of this Agreement.

E. Within ninety (90) calendar days after the end of each Agreement Year during the entire term of this Agreement, Concessionaire, at Concessionaire's sole cost and expense, shall provide a statement prepared by a financial officer of Concessionaire, or an independent certified public accountant employed by Concessionaire, stating to the City that the CFC revenues collected by the Concessionaire, and the number of Automobile Rental Contracts and Contract Days reported during the preceding Agreement Year pursuant to this Agreement, were remitted and provided to the City in accordance with the terms of this Agreement. Such statement shall contain a list by month, showing the CFC revenues collected, the number of Automobile Rental Contracts, and number of Contract Days as shown on the books and records of the Concessionaire that were used to determine the payments made to the City during the period covered by the statement. Along with the written statement, Concessionaire shall also submit supporting documentation and calculations for City's review and records. Payment of any additional amount due as reflected in the annual statement shall

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be made to the City at the time the annual statement is provided to the City.

ARTICLE 6

OBLIGATIONS OF CONCESSIONAIRE

As a minimum, the Concessionaire shall have the following obligations:

A. Concessionaire shall maintain and make available a sufficient number of automobiles at the Airport for adequate public service each day of the year, at a fair and reasonable basis to all users of the Airport. Service shall be prompt, courteous, and efficient, and shall be adequate to meet the demand for said service. Concessionaire shall maintain and operate the concession in a first class manner and shall keep the Leased Premises in a safe, clean, orderly and inviting condition at all times, satisfactory to City. Upon written notice to Concessionaire from City, Concessionaire shall correct any and all maintenance or operational problems. If Concessionaire fails to comply within ten (10) days from written notice, City may remedy the problem and charge the cost therefore to Concessionaire.

B. Concessionaire shall furnish its services on a fair, equal, and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable, and nondiscriminatory prices for each unit or service.

C. Concessionaire shall at all times retain an active, qualified, competent, and experienced manager to supervise the concession operations at the Airport and be authorized to represent and act for Concessionaire. Concessionaire shall be required to properly identify, uniform, or dress its attendants and employees; they shall be clean and neat in appearance at all times. Concessionaire shall not employ any person(s) in or about the concession premises who shall use improper language or act in a loud, boisterous, or otherwise improper manner. Concessionaire shall maintain a close check over its attendants and employees to ensure the maintenance of high standard

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of service to the public, the performance of such obligations to be determined at the sole discretion of City.

D. At all times, Concessionaire shall maintain, at its own cost and expense, all of its rental automobiles in good operating order and free from known mechanical defects; said automobiles shall be kept in a clean, neat and attractive condition, inside and out. Concessionaire shall at no time use automobiles whose year model is more than three (3) years older than the current model year.

E. City shall provide trash and garbage disposal facilities. Concessionaire shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse. Piling of boxes, cartons, barrels, pallets, tires, batteries, vehicle parts, or other similar items in an unsightly or unsafe manner on or about the Concessionaire's leased area, or elsewhere on the Airport by the Concessionaire is prohibited.

F. At the time of execution of this Agreement, and annually thereafter for the term of this Agreement, Concessionaire shall furnish a copy of its City of Billings business license to Director of Aviation and Transit, showing that the required license is in effect and current.

G. Concessionaire shall bear, at its own expense, all costs of operating the concession, and shall pay in addition to rental, all other costs, assessments, insurance, permits and licenses connected with the use of the leased area and facilities.

H. All proprietary improvements, equipment, fixtures, and fittings installed by the Concessionaire shall be maintained in first class condition by the Concessionaire.

I. Concessionaire shall be responsible for its utility connections and payment for services used in connection with its proprietary improvements to its exclusive use leased areas.

J. Concessionaire shall neither sell gasoline on the Airport, nor permit employees

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to fill personal vehicles at the QTA fueling facility. Upon execution of this Agreement, Concessionaire may service (including gasoline, oil, and other non-major repair services) and store only those vehicles owned or controlled by Concessionaire used in conjunction with the rental concession granted hereunder.

K. Concessionaire assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed by Concessionaire in its occupancy and the conduct of its business. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Concessionaire will hold City harmless from and indemnify City against and from any damage, loss, expenses, or liability resulting from any breach of these representations and warranty including all attorneys' fees and costs incurred as a result thereof. Notwithstanding the preceding, Concessionaire shall not be responsible for hazardous substances that were in existence prior to commencement of this Agreement, or for hazardous substances caused by other parties, including City, outside of the Leased Premises.

L. Concessionaire shall not use facilities located at the Airport to support any of its off-Airport rental car operations or rental car operations at other airports, specifically including the use of the vehicle wash facilities.

M. Concessionaire shall utilize designated employee parking areas for the parking needs of its employees. The aforementioned Terminal area Rental and Return spaces shall be used only for Concessionaire's rental vehicles.

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N. Concessionaire shall not use any facilities located at the Airport other than those specifically identified in this Agreement without first obtaining the written approval of the Director of Aviation and Transit; said approval may be subject to additional fees and a separate agreement.

O. Concessionaire shall be responsible for snow removal in front of its designated QTA exclusive use preparation/detail space.

P. Concessionaire shall be responsible for maintaining a current list of employees with fueling codes assigned for use at the QTA fueling facility.

ARTICLE 7

NONDISCRIMINATION

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

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

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Without limiting the generality of the foregoing, Concessionaire agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or disability. Concessionaire agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Concessionaire agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

2. No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.

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

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

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

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

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

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

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

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

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

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

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

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testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

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

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

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

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

F. U.S. Transportation Regulations. This Agreement is subject to the requirements of the U.S. Department of Transportation's Regulations, 49 CFR Part 23. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

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The Concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

ARTICLE 8

OBLIGATIONS OF CITY

The City shall maintain the structures, facilities and grounds used and leased by the Concessionaire as follows:

A. Airport Terminal Building. The City shall maintain the structure, roof, and outer walls of the Airport Terminal Building and shall furnish heat, air conditioning, lights, and janitorial service.

B. Terminal Area Ready/Return Spaces. City shall maintain the Ready/Return parking area located within the public parking area included under the provisions of Article 1, Paragraph A., 2. City will be responsible for installing and maintaining any individual parking stall signs. The City's responsibility to install these signs shall be limited to the initial installation. All signs are to be approved by the Director of Aviation and Transit prior to installation.

C. QTA Facilities. The City will maintain and repair the QTA grounds, facilities, and equipment except for the Concessionaire's personal equipment and fixtures installed in Concessionaire's exclusive use preparation/detail space. City will maintain, repair, and provide the following:

1. Structural deficiencies in the buildings, facilities, and grounds not caused by the Concessionaire, to include the building roof, exterior portions of the building, personnel doors and locks, overhead doors and openers, exterior lighting, main utility services, heating systems, the sand/oil separator system, and the fueling

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system at the fueling facility.

2. All roads, and paved and graveled surfaces.

3. Snow removal as the City's resources permit.

ARTICLE 9

QTA OPERATIONAL PROCEDURES AND RESPONSIBILITIES

The Concessionaire and its employees, agents or contractors shall abide by the following operational procedures for use of the QTA facilities. Occasionally, the operational procedures may need to be altered or updated due to operational changes, equipment modifications, usage requirements, or changed environmental or security conditions. Should operational procedure changes be necessary, updated written procedures will be provided by the City.

A. All vehicles shall be washed in the prewash or the automated wash facilities. Heavy soil/mud shall first be removed in the prewash facility only, prior to entering the automated wash facilities. No vehicle washing that includes the spraying of water or use of buckets filled with water used with the intent to clean an automobile's exterior, shall occur on the outside of any of the facilities or in the exclusive use preparation/detail bays. The preparation/detail bay floors may be cleaned with water and a mild detergent, but must only be drained to the building's floor drain, so that all water is contained within this facility.

B. The prewash bays shall be used on a first-come, first-serve basis. The automated wash bays will be assigned on a preferential use basis to each Concessionaire in accordance with Exhibit C.

C. Proper Use of Facilities and Equipment. As necessary, specific operational procedures will be posted in the fueling, prewash, and automated wash areas, and distributed to the Concessionaire. The Concessionaire is responsible for training and monitoring its employee's

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adherence to these procedures.

D. Concessionaire shall immediately report all site, facility and equipment damage, malfunctioning equipment, fuel and fluid spills, and vehicle collisions to the Director of Aviation and Transit. Normal business and after hours contact information will be provided to the Concessionaire and updated as necessary.

E. The Concessionaire's employees shall follow posted site and access road speed limits. No speeding, squealing of tires, excessive or high speed turns, or other careless or reckless driving is permitted; tickets will be issued for violations. All vehicles must remain on the designated paved and graveled surfaces.

F. The QTA site, facilities, and equipment shall be used by the Concessionaire for only the vehicles in its On-Airport rental fleet. Company vehicles not part of the On-Airport rental fleet, personal vehicles, boats, trailers, trucks, recreational vehicles, and equipment shall not be washed, cleaned, fueled, serviced, repaired, or stored at the QTA site.

G. All trash, garbage and other refuse occurring as a result of the Concessionaire's vehicle wash and detail operation, shall be disposed of in the approved receptacles provided by the City. Piling of boxes, cartons, barrels, pallets, junked equipment, vehicle parts, tires, or similar items in an unsightly or unsafe manner on or about the premises is prohibited. Items and equipment not associated with the Concessionaire's On-Airport car rental operation shall not be discarded in the City supplied trash/garbage receptacles.

H. No oils, fuels, paints, or chemicals shall be washed or poured into the drains at the prewash, preparation/detail and automated wash facilities, into sinks or water closets, on the site's paved and graveled surfaces, or into any storm drainage systems. All oils, fuels, paints, or chemicals used onsite shall be properly stored and disposed of.

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I. Vehicles shall not proceed into or out of the prewash or automated wash facilities until the overhead doors are fully open.

J. Marking, identifying or painting of any interior or exterior space or paved surface is prohibited without the prior written permission of the Director of Aviation and Transit. Concessionaire identification signs will be permitted in certain locations on the site. The location, size, material, and mounting method of the sign(s) must be approved in writing by the Director of Aviation and Transit prior to installation.

K. Wrecked, damaged, or inoperable vehicles shall be parked in a location designated for such and removed from the QTA site within twenty (20) business days. In the event such a vehicle is subject to an ongoing insurance claim process and additional time is required before removing said vehicle from the QTA site, Concessionaire shall make a written request to the Director of Aviation and Transit for an extension of time. An extension may be granted at the sole discretion of the Director of Aviation and Transit.

L. Concessionaire shall follow the established after-hours security procedures and report any suspicious, security and safety violations to the Director of Aviation and Transit.

M. The Concessionaire shall operate and maintain its exclusive use preparation/detail space, as identified in Exhibit C, and by said reference made a part of this Agreement, excluding maintaining and repairing overhead doors and openers. Should an overhead door need to be replaced or repaired, the Concessionaire must notify the City of this need.

1. Within the Concessionaire's exclusive use preparation/detail space, it shall be Concessionaire's responsibility to install any additional utility connections not provided by the City, to clean and maintain all interior surfaces and flooring, and to replace, as needed, all interior lighting.

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2. The Concessionaire may install additional equipment for the purposes of carrying out any of the activities provided for herein, provided that the Concessionaire first obtains the written approval of the Director of Aviation and Transit for any such activities.

3. All vehicle operations into the exclusive use preparation/detail space shall enter said space from the east facing overhead doors and exit from the west facing overhead doors to prevent vehicle backing movements into the QTA Facility area. This is a safety issue and must be adhered to.

N. Damage to the Leased Premises caused by the Concessionaire, its employees, agents, or contractors will be the sole responsibility of the Concessionaire. Said damage will be repaired by the City and billed to the Concessionaire who shall pay the invoiced damage costs. If damage is found in the joint use space, and the responsible party for the damage to the joint use space cannot be determined, the City will make the repairs and equally invoice all Concessionaires for the cost and charges associated with the repairs. All billing for repairs made by the City shall be paid within fifteen (15) days of receipt of invoice.

ARTICLE 10

INDEMNIFICATION AND INSURANCE

A. Indemnification. City and City's officers, directors, agents, representatives, and employees shall stand indemnified by Concessionaire as herein provided. It is expressly understood and agreed that Concessionaire is and shall be deemed an independent contractor and operator responsible to all parties for its respective acts or omissions and that City shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any improvements thereon, and in the exercise or enjoyment of the privileges herein

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granted, Concessionaire shall indemnify, save harmless, and defend the City and City's officers, directors, agents, representatives, and employees from any and all losses that may result to the City and City's officers, directors, agents, representatives, and employees because of any negligence, act, or omission on the part of the Concessionaire or Concessionaire's agents, representatives, and employees and shall indemnify City against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Concessionaire expressly agrees that City shall not be liable to Concessionaire, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or negligence of City, its officers, directors, agents, representatives, or employees.

B. Insurance. Concessionaire shall provide and keep in force for the entire term of this Agreement the insurance coverages identified below. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to the City. At the time of execution of this Agreement, and annually thereafter, Concessionaire shall furnish a Certificate of Insurance along with all associated and required policy endorsements showing that required insurance is current and in force. Required evidence of insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days prior to expiration or termination of the existing policy. Concessionaire shall provide notice to City of any changes to insurance or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or cancellation. The Certificate of Insurance must include the following reference: City of Billings Logan International Airport, 1901 Terminal Circle, Room 216, Billings, MT 59105. If, in the City's opinion, the minimum limits of the insurance coverage herein required become inadequate

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during the term of this Agreement, Concessionaire agrees that it will increase such minimum limits by reasonable amounts upon request of the City.

1. Breach of Agreement. The continuous maintenance by Concessionaire of all types of required insurance under this Agreement is mandatory. Failure of the Concessionaire to maintain such insurance is a material breach of this Agreement, and does not amend this Agreement, nor release the Concessionaire from any other obligations in this Agreement.

2. Commercial General Liability Insurance. Commercial general liability insurance on a standard occurrence form, providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than $1,500,000 per occurrence; $3,000,000 general aggregate; the general aggregate shall apply separately to each location. The required limits may be provided by a combination of commercial general liability insurance and excess or commercial umbrella liability insurance. The commercial general liability policy shall be endorsed to name the City of Billings, and City's officers, directors, agents, representatives, and employees as a **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy will be excess and noncontributory. The policy shall be endorsed to include a written waiver of insurer's right to subrogate against the City.

3. Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance is required if Concessionaire has employees. Workers Compensation insurance limits in accordance with the State of Montana and administered by the Montana Department of Labor and Industry. Required Limits are $1,000,000 each accident, $1,000,000 each employee, and

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$1,000,000 for bodily injury by disease.

4. Property Insurance for Business Personal Property and Concessionaire's Improvements. The property insurance shall be on a special form or all risks basis. The minimum limit shall be the full current combined replacement cost of the Concessionaire's business personal property and improvements. The insurance shall apply on a replacement cost basis, without deduction for depreciation.

5. Automobile Liability. Automobile liability insurance will be required for any vehicles in an amount not less than $1,000,000 combined single limit. If Concessionaire is providing the coverage amount with an automobile policy that provides full coverage for all of the Concessionaire's vehicle uses, the policy shall be endorsed to include a written waiver of insurer's right to subrogate against the City.

C. Waiver of Subrogation. Anything in this Agreement to the contrary notwithstanding, to the extent of insurance proceeds recoverable by a party, City and Concessionaire each hereby waive any and all rights of recovery, claims, actions, or causes of action against the other and their respective agents, officers, managers, directors, members, and employees for any loss or damage that may occur to the Premises, or any improvements thereto, to the Airport, or any improvements thereto, or any personal property of such party therein by reason of fire, the elements, or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, and covenants that no insurer will hold any right of subrogation against such other party.

ARTICLE 11

PERFORMANCE BOND

The Concessionaire shall furnish to City a Performance Bond in the amount of seventy

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percent (70%) of the First Year MAG at least ten (10) days prior to the commencement date of this Agreement. Not less than ten (10) days prior to each Agreement Year anniversary, a Performance Bond will be furnished for the succeeding Agreement Year in an amount equal to Seventy Percent (70%) of the MAG for that Agreement Year. Said bond is to be provided by a surety company qualified to do business in the State of Montana, acceptable and satisfactory to City, and shall be conditioned to ensure faithful and full observance and performance by the Concessionaire of all the terms, conditions, covenants, and agreements set forth in this Agreement, including timely payment of all monthly and annual fees, rentals, CFCs, and guarantees.

In lieu of a Performance Bond, the Concessionaire, at Concessionaire's option may deposit with the City, a cash amount, or an irrevocable letter of credit equal to the amount of the required bond. In the event Concessionaire chooses to provide a letter of credit as security, the letter of credit shall be irrevocable for the period of performance, and shall be payable on demand by City. Said deposit will be held as security and refunded in full at the end of the term of this Agreement unless used to satisfy the Concessionaire's financial obligations herein.

In the event that Concessionaire fails to provide said security for the first Agreement Year as provided herein, Concessionaire will have no rights hereunder. In the event said security is not provided ten (10) days prior to the beginning of each Agreement Year, Concessionaire shall be in default and Concessionaire's interest may be terminated.

At least thirty (30) days prior to the expiration of its performance bond, the City shall be notified in writing of the implementation of the replacement bond. Failure to provide the City with a performance bond or other satisfactory instrument prior to the expiration of a current bond shall result in a $100 per day penalty for each day the bond is not current, shall be an event of default under the terms of this Agreement, and Concessionaire's interest may be terminated.

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ARTICLE 12

PARTIAL DAMAGE

If all or a portion of the Airport Terminal Building premises or the QTA Facilities are partially damaged, but not rendered untenantable, the same will be repaired with due diligence by City, provided, that if the damage is caused by the negligent act or omission of Concessionaire, its agents, employees or successors, and said damage or destruction is not covered by Concessionaire's insurance coverages, Concessionaire shall reimburse City for the cost and expense incurred in said repair.

ARTICLE 13

EXTENSIVE DAMAGE

If the damages referred to in Article 12 above, shall be so extensive as to render the Airport Terminal Building premises or QTA Facilities untenantable, but capable of being repaired, the same shall be repaired with due diligence by City, and the charges payable herein for the Car Rental Counter and/or QTA Facilities, and associated areas, and the Concessionaire's MAG shall abate pro-rata from the time of said damage or destruction until such time as temporary facilities are provided or said premises are fully restored and certified by City's engineers as ready for occupancy; provided however, that if said damage is caused by the negligent act or omission of Concessionaire, its agents, employees, or successors, said fees and charges will not abate and to the extent that said damage or destruction is not covered by Concessionaire's insurance coverages, Concessionaire shall reimburse City for the cost and expenses incurred in said repair. If within twelve (12) months after the time of said damage or destruction said premises are not repaired or reconstructed, Concessionaire may cancel this Agreement in its entirety by giving City thirty (30) days notice in writing.

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ARTICLE 14

LIMITATION ON CITY'S OBLIGATIONS TO REPAIR

As applied in the foregoing Articles 12 and 13, City's obligations shall be limited to repair or reconstruction to the same extent and of equal quality as existed at the time of the damage or destruction. Redecoration and replacement of furniture, equipment, and supplies shall be the responsibility of Concessionaire, unless damage or destruction was caused by City, and any redecoration, refurnishing and re-equipping shall be of equivalent quality to that originally installed hereunder.

ARTICLE 15

TERMINATION

This Agreement shall terminate at the end of the full term hereof without any notice by either party. A holding over by the Concessionaire, its assigns or sublessees beyond the expiration of the term shall not be permitted without the written consent of the Director of Aviation and Transit in accordance with Article 3 of this Agreement.

Concessionaire shall have the right to remove all of its movable furniture, fixtures, machinery, and equipment, and all other personal property installed by it on the Leased Premises, and all expenses connected with such removal shall be borne by the Concessionaire. Said property shall be promptly removed within thirty (30) days upon the termination of this Agreement. Concessionaire shall leave the Leased Premises in a clean and orderly condition, acceptable to City. Removal of Concessionaire's personal property by City because of failure of Concessionaire to do so shall be at Concessionaire's sole expense.

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ARTICLE 16

CANCELLATION BY CONCESSIONAIRE

This Agreement shall be subject to cancellation by Concessionaire upon one or more of the following events:

A. The permanent abandonment of the Airport as an air terminal.

B. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial parts thereof, in such a manner as substantially to restrict Concessionaire for a period of at least ninety (90) days from operating thereon.

C. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport and the remaining in force of such injunction for a period of at least ninety (90) days.

D. The default by City in the performance of any covenant or agreement herein required to be performed by City and the failure of City to remedy such default for a period of sixty (60) days after receipt from Concessionaire of written notice to remedy the same.

E. The complete destruction of the Leased Premises.

ARTICLE 17

CANCELLATION BY CITY

This Agreement shall be subject to cancellation by City in the event Concessionaire shall:

A. Be in arrears in the payment of the whole or any part of the amount agreed upon hereunder for a period of fifteen (15) days after the time said payments become due.

B. File a voluntary petition in bankruptcy.

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C. Abandon the demised area.

D. Other than being in arrears on payments due the City as described hereinabove, default in the performance of any of the covenants required herein to be kept and performed by Concessionaire and such default continues for a period of thirty (30) days after written notice from City of said default. Any default shall be deemed a material breach of this Agreement.

ARTICLE 18

MAKING MINIMUM ANNUAL FEES

In the event Concessionaire is unable to make the MAG as provided in Article 4, Paragraph A., by reason of war, or take over by public authority, the MAG shall be adjusted for the period of incapacity provided, however, the ten percent (10%) of all Gross Receipts provision shall remain in full force and effect. The MAG will resume after removal of the incapacity.

ARTICLE 19

GENERAL PROVISIONS

A. Inspection. City, by its officers, employees, agents, and representatives, shall have the right at a reasonable time to enter upon the demised area for the purpose of inspecting same, for observing the performance by Concessionaire of its obligations hereunder, and for the doing of any act which City may be obligated or have the right to do under this Agreement.

B. Attorney's Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the nonprevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

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

D. Notices. Notices to City provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

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

and notices to Concessionaire, if sent by certified mail, postage prepaid, addressed to:

or to such other addresses as the parties may designate to each other in writing from time to time.

E. Successors and Assigns. All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of successors in interest and assigns of the respective parties hereto.

F. Assignment and Transfer. Concessionaire shall not assign, transfer, or sublease its rights and premises hereunder without the prior written consent of City. The City may condition approval upon such things as the City deems appropriate or deny the transfer for proper cause.

G. Modification and Amendments. Changes or modifications to this Agreement shall be done in the form of a written amendment, to be agreed upon and signed by both Concessionaire and City.

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H. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement or the particular paragraphs.

I. Effect of Invalid Provision. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

J. Quiet Enjoyment. Concessionaire, upon payment of rent and all other fees and charges, and upon observation of the terms of this Agreement, shall lawfully and quietly hold, occupy, and enjoy the demised premises during the full term of this Agreement, without hindrance or disturbance from City or anyone claiming by, through, or under City. Except, that City shall specifically have the right to inspect, expand, renovate, or improve the Airport Terminal Building and other car rental facilities, without being liable to Concessionaire for disturbance.

K. Exhibits. The following exhibits are attached and by reference made a part of this Agreement.

Exhibit A – Rental Car Counters
Exhibit B – Ready/Return Parking Spaces
Exhibit C – Rental Car Quick Turn Around Facility
Exhibit D – Concessionaire's Monthly Report of Gross Receipts and Customer Facility Charges
Exhibit E – CFC Ordinance No. 10-5515
Exhibit F – Rental Car QTA/Satellite Transfer Parking Lot
Exhibit G – Five-Year Revenue Summary for MAG Suspension

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IN WITNESS WHEREOF, this document has been duly executed by or on behalf of the parties hereto as of the date indicated below.

DATE: _____

ATTEST:	CITY OF BILLINGS
BY _____	BY _____
CITY CLERK	MAYOR
APPROVED AS TO FORM	CONCESSIONAIRE
BY _____	BY _____
CITY ATTORNEY	

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Summary of Proposals Received 5/27/22
Minimum Annual Guaranteed (MAG)
Revenue

Proposer	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Overland West, Inc. dba Hertz Rent-A-Car, Dollar Rent-A-Car and Thrifty Car Rental	$550,000.00	$450,000.00	$440,000.00	$470,000.00	$501,050.00	$2,411,050.00
Enterprise RAC Company of Montana/Wyoming, LLC dba Enterprise Rent-A-Car, Alamo Rent A Car, and National Car Rental	$790,012.00	$795,024.00	$800,036.00	$805,048.00	$810,060.00	$4,000,180.00
Larson Enterprises, Inc. dba Avis Rent A Car, and Blackfoot Rentals, Inc. dba Budget Rent A Car	$375,000.00	$375,000.00	$375,000.00	$375,000.00	$400,000.00	$1,900,000.00
TOTAL	**$1,715,012.00**	**$1,620,024.00**	**$1,615,036.00**	**$1,650,048.00**	**$1,711,110.00**	**$8,311,230.00**

City Council Regular

Date:	06/13/2022
Title:	Federal Lobbyist Consultant Agreement
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council award a contract for federal lobbying services to Thorn Run Partners in the amount of $90,000 per year with the option to renew the agreement for two (2) additional years.

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

The City of Billings has an ongoing need for lobbying and advocacy services at the Federal level. A lobbying consultant that has existing relationships with Federal government staffers, both in the federal capital and governmental agencies, can be instrumental in elevating the City to be in a position to capitalize on grant opportunities. This is especially important now with all the new federal programs and grants that are being created. A federal lobbyist is also needed to advocate for the City's policy and financial needs at the federal level to seek changes in legislation.

Public Works entered into a contract with a Federal lobbying firm in March, 2020. That contract expired this year. A Request for Proposals (RFP) was advertised and seven (7) responses were received. Selection was based on firm experience and key project staff, available resources and consultant location, and project methodology and approach. The selection committee evaluated the proposals and selected three (3) finalists to interview, reaching a decision to award the contract to Thorn Run Partners. The new agreement is for federal lobbying services for all city departments, rather than only public works.

ALTERNATIVES

City Council may:

- Approve the agreement for Federal lobbying services with Thorn Run Partners; or,
- Not approve the agreement.

FISCAL EFFECTS

The annual contract amount is $90,000. It is estimated that public works will fund approximately 50% of this amount, but the actual amount will depend on utilization of the contract. The remaining funding will come from department budgets based on utilization.

City Council Regular

Date:	06/13/2022
Title:	Castle Rock Park Playground Equipment
Presented by:	Mark Jarvis
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends Council approve the purchase of playground equipment for Castle Rock Park Playground in the amount of $292,357.53.

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

In FY 21 Council approved $400,000 for the replacement of the playground at Castle Rock Park. Additional funds were needed to provide a playground consistent with the vision of a nature play theme identified in the Castle Rock Park Master Plan. An additional $121,000 in funding from Castle Rock Park Cash - in - Lieu funds has been identified.

Staff is working with a consultant, Cushing Terrell, to design the playground and equipment. The design was reviewed by Heights Council Person Owen and the Heights Task Force Representative Laura Drager. Also, Staff updated the Heights Task Force on the concept at their May 24th meeting. The equipment will be purchased from a single vendor, Northwest Playgrounds Equipment Inc. This vendor represents manufacturers of play equipment that are distributed nationally and internationally meeting all industry and federal standards. Staff intends to utilize the State of Montana Cooperative Purchasing Program to purchase the equipment. The Cooperative Purchasing Program negotiates a discounted price with vendors, enabling municipalities to purchase items directly from approved vendors in lieu of the traditional bidding process. Equipment cost including freight charges will be $292,357.53. Staff is seeking Council approval for this purchase. Due to the long lead time for manufacturing, staff would like to order this equipment immediately. While the equipment is being manufactured and shipped, the construction documents for the playground will be completed and bid. If a responsive bid comes in within budget and is approved by Council construction will begin immediately with the goal of being completed by the time the playground equipment arrives, so it can be installed without delay.

ALTERNATIVES

City Council may:

- Approve the purchase of the playground equipment for Castle Rock Park Playground; or,
- Not Approve the purchase and provide staff with additional guidance.

FISCAL EFFECTS

The additional $121,000 to increase the project budget will come from the Castle Rock Park Cash - in - Lieu funds and will be allocated through a quarterly budget amendment. There is currently $121,188.02 cash available from Cash - in - Lieu for Castle Rock Park.

City Council Regular

Date:	06/13/2022
Title:	Enterprise & Public Safety Servers
Presented by:	David Watterson, IT Director
Department:	Information Technology
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that City Council approve the purchase of five (5) Dell Servers for to run our Public Safety & Enterprise Systems in the amount of $152,325

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

The City of Billings runs all of our Public Safety & Enterprise Software Systems in a virtual server environment supported by five (5) physical Dell host servers. Information Technology planned on including these servers on the FY24 TRP and replacing them in August of 2023, however, new software releases in our virtual server software from VMWare are creating a problem with our existing hardware. Over the past month, we have had two (2) instances where service has been impacted by issues caused by incompatibility between the newest version of our virtual server software and our existing physical host servers. This incomparability has been identified by Dell and was unforeseen by city staff and Dell. We are rolling back our virtual server software to a previous release which will stabilize our environment, however, the previous software release will hit end of support in October of 2022. We need to proceed with replacement of our five (5) existing physical host servers in order to upgrade to the newest version of our virtual server software and ensure we can continue to deliver a stable and robust environment for our Public Safety and Enterprise Software Systems.

ALTERNATIVES

City Council may:

- Approve the purchase of five (5) Dell Servers to run all of our major computer software systems or,
- Not Approve and provide staff with direction on how to proceed.

FISCAL EFFECTS

The purchase of five (5) new Dell servers in the amount of $152,325 was not included in the FY2022 budget. Information Technology has a working budget balance of approximately $600,000. We are requesting a budget amendment in the amount of $150,000 to support the use of these reserves to fund this purchase.

Attachments

Dell Server Quote

HIGH POINT NETWORKS

Replacement Dell Hosts - Budget

Quote Information:

Quote #: 118735
Version: 5
Delivery Date: 05/17/2022
Expiration Date: 06/08/2022

Prepared for:

City of Billings

Attn: David Watterson
210 N. 27th Street
IT Division
Billings, MT 59102

Prepared by:

High Point Networks, LLC

Damon Andrews
Direct: 406-860-5175
damon@highpointnetworks.com



NASPO ValuePoint Contract # MNWMC-108
Estimated Delivery Date: 8/26/23

R650 - Gold Processors (24C) - 1TB Memory

Qty	Item	Description	Price	Ext. Price
5	210-AYJZ	PowerEdge R650 Server PowerEdge R650 Server Intel Xeon Gold 6342 2.8G, 24C/48T, 11.2GT/s, 36M Cache, Turbo, HT (230W) DDR4-3200 Intel Xeon Gold 6342 2.8G, 24C/48T, 11.2GT/s, 36M Cache, Turbo, HT (230W) DDR4-3200 RAID 1 BOSS-S2 controller card + with 2 M.2 240GB (RAID 1) OpenManage Enterprise Advanced iDRAC9 Datacenter 14G Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0 Dual, Hot-plug, Redundant Power Supply (1+1), 750W Dell Hardware Limited Warranty Plus On-Site Service ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 5 Years ProSupport: 7x24 HW/SW Technical Support and Assistance, 5 Years (16) 64GB RDIMM, 3200MT/s, Dual Rank (1) 480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG	$30,465.00	$152,325.00

Subtotal: $152,325.00

Quote Summary

Description	Amount
R650 - Gold Processors (24C) - 1TB Memory	$152,325.00

Total: $152,325.00

HIGH POINT NETWORKS™

Replacement Dell Hosts - Budget

Quote Information:

Quote #: 118735

Version: 5

Delivery Date: 05/17/2022

Expiration Date: 06/08/2022

For questions related to your quotation, please contact us using the information above. By signing below, the undersigned accepts High Point Networks Master Service Agreement and represents that he or she is authorized to execute the agreement on behalf of the customer. Acceptance of the quote online is considered acceptance of an offer and binding. All quotes are subject to shipping costs that may not be listed on the quote. Prices quoted are valid for 30 days from Quotation Date. Limitation of Liability for Consequential Damages. High Point Networks, LLC shall not be liable for any indirect, incidental, consequential, exemplary, or punitive damages of any kind or nature. All product will be invoiced once confirmation of shipment is received. All licensing and subscription orders will be invoiced immediately upon customer approval. Payment for all other orders are due in 30 days subject to credit approval. Credit card usage as a form of payment may be accepted on pre-approval basis and may be subject to a convenience fee. "Optional" items on the above quote are not included in the total pricing at the bottom of the quote. This offer to sell the listed products is subject to product availability and High Point Networks standard terms and condition and prices are subject to change without notice. Please consult your Account Representative prior to placing an order for timely, updated pricing. High Point Networks reserves the right to adjust pricing based on any error or omission.
Note: Once product is ordered and shipped there is NO right of return and may be subject to a restocking fee. Product cannot be returned if ordered in error. Product cannot be returned if next generation product has been released.

Signature _____ Date _____

City Council Regular

Date:	06/13/2022
Title:	Purchase 13 Police Utility Vehicles from Duval Ford
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review	No

RECOMMENDATION

Staff recommends that the City Council approve the purchase of thirteen (13) 2022 Ford Interceptor SUV vehicles from Duval Ford in the amount of $490,544.48.

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

The State of Montana conducts an annual competitive bidding process for law enforcement vehicles. Pursuant to MCA 18-4-402, local government agencies are permitted to take advantage of the cost savings realized by the State's purchasing volume. Cooperative purchasers benefit by purchasing through State term contracts through cost savings, expedited order processing, as well as insuring all procurement is completed via proper procurement rules governed by the State and City.

Historically, BPD has acquired new vehicles through the State's bid process, and the State has always included an awarded contract to each of the three main manufacturers. In 2020, a bid was issued and an award was made for a midsize pursuit-rated SUV to Duval Ford of Jacksonville, Florida, and no other awards were made to other manufacturers. Fortunately, the awarded contract was for the vehicle in BPD's fleet and the City was able to utilize the State's contract.

Staff is requesting that the City Council approve the purchase of thirteen (13) 2022 Ford Interceptor SUV vehicles from Duval Ford through the State of Montana's Term Contract, as historically completed, in the amount of $490,544.48.

ALTERNATIVES

City Council may:

- Approve the purchase of the 13 vehicles from Duval Ford; or,
- Not Approve the purchase of the 13 vehicles from Duval Ford and require BPD to issue a formal call for sealed bids, delaying the procurement by at least 8 months.

FISCAL EFFECTS

Thirteen new police vehicles are budgeted for in the FY2022 Police Budget. These were included in the January budget amendment related to the Public Safety Mill Levy.

City Council Regular

Date:	06/13/2022
Title:	Purchase 15 Motorola Radios for Police Utility Vehicles
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review	No

RECOMMENDATION

Staff recommends that the City Council approve the purchase of fifteen (15) Motorola radios for Police SUV vehicles in the amount of $107,274.30.

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

The City of Billings recently entered into a new contract with Motorola Solutions to provide all radio services. In January 2022 the City Council approved a budget amendment related to Public Safety Mill Levy funds. In that amendment the purchase of Police SUV vehicles and associated equipment was approved for purchase.

Staff is requesting that the City Council approve the purchase of fifteen (15) Motorola police radios for new SUV vehicles.

ALTERNATIVES

City Council may:

- Approve the purchase of fifteen (15) Motorola police radios for new SUV vehicles; or,
- Not Approve the purchase of fifteen (15) Motorola police radios for new SUV vehicles and provide further directions to staff.

FISCAL EFFECTS

Fifteen Motorola Police Radios are budgeted for in the FY2022 Police Budget. These were included in the January budget amendment related to the Public Safety Mill Levy.

City Council Regular

Date:	06/13/2022
Title:	Acceptance of Donation from the DUI Task Force in the Amount of $2,000
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review	No

RECOMMENDATION

Staff recommends that City Council approve the donation from the Yellowstone County DUI Task Force in the amount of $2,000 to fund overtime shifts for special DUI patrols.

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

The Yellowstone County DUI Task Force wishes to donate $2,000 to the Billings Police Department (BPD) to fund overtime for special DUI shifts during peak DUI hours. Council policy requires that any donation greater than $500 must be approved by the City Council. City Council is being asked to accept a donation in the amount of $2,000 from the Yellowstone County DUI Task Force.

ALTERNATIVES

City Council may:

- Approve the $2,000 donation from the Yellowstone County DUI Task Force; or,
- Not Approve the $2,000 donation which will result in the Billings Police Department not running the special DUI patrols, event patrols, and compliance checks.

FISCAL EFFECTS

There is no impact to the General Fund as no match is required.

City Council Regular

Date:	06/13/2022
Title:	Acknowledge Receipt of Petition to Vacate Portions of Rich Lane, Will Way, and Camp Lane and set a Public Hearing
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that the Council acknowledge receipt of a petition to vacate portions of Rich Lane, Will Way, and Camp Lane, located within Legacy Subdivision and set a public hearing for July 11, 2022.

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

Legacy, LLC. has developed a portion of Legacy Subdivision. Legacy, LLC. is proposing to re-plat the remaining portion of Legacy Subdivision to be called Legacy Subdivision, 2nd Filing. The proposed plat generally consists of residential lots. The new subdivision plat includes relocated lots, added lots, and realigning the undeveloped streets. In order to move forward with the new subdivision plat, it is necessary to vacate the existing right-of-way and a portion of the existing subdivision plat. Legacy Subdivision, 2nd Filing will dedicate new right-of-way in place of the vacated right-of-way. There are no improvements constructed on the portions of right-of-way to be vacated. The petition includes a map showing the right-of-way to be vacated. The preliminary plat for the vacated portion of Legacy Subdivision will be presented to City Council for approval on July 11, 2022, the same meeting for the public hearing for the right-of-way vacation. The preliminary plat for Legacy Subdivision 2nd Filing will be presented to Council for approval on July 25, 2022.

ALTERNATIVES

The Council may:

- Acknowledge receipt of the petition to vacate the above-mentioned right-of-way and set a public hearing for July 11, 2022; or
- Do not acknowledge the petition to vacate the right-of-way. If the petition is not acknowledged, the right-of way-vacation cannot proceed.

FISCAL EFFECTS

There is no significant fiscal effect to acknowledge the petition and set a public hearing.

Attachments

Petition to Vacate

REQUEST TO VACATE PUBLIC RIGHT-OF-WAY
CITY OF BILLINGS

Description of Right-of-Way to be vacated:
The entirety of Will Way. Portions of Rich Lane between Block 5 and Block 3 and 4, and Portions of Camp Lane between Block 3 and 4 and Block 2 within Legacy Subdivision, within 1/4 of Section 4, T01S, R25E, Yellowstone County, Montana as shown on Attachment No. 1

We, being all the abutting property owners, request of the City Council the vacation of the above described:

_X_ Street **_____ Alley** **_____ Other R/W**

SIGNATURE	DATE	PROPERTY OWNERSHIP
See Attachment No. 2		

(Additional signatures, if needed, can be on additional sheets.)

WE, the utility companies and governmental departments, listed below, approve, or disapprove this request as noted by our signatures.

	Approved By/Date	Disapproved By/Date
City Public Works	3/18/22	
Heights Water	N/A	N/A
Montana Dakota Utilities	See Exhibit A	
Northwestern Energy	N/A	
Charter	See Exhibit D	
CenturyLink	See Exhibit C	
YVEC	See Exhibit B	
City/Co. Planning Board		

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

Petitioner's interest in vacating the public right-of-way: The petitioners will be re-platting the area into approximately 27 lots with water, sewer, and street improvements, as shown on Attachment No. 3.

The petitioner acknowledges and understands that the City will appoint an appraiser to estimate the value of the real property being vacated, and the petitioner agrees that the fee for the appraiser will be borne by the petitioner(s).

ATTACHMENTS:
_X_ Title Report(s)

_X_ Comments from all Utilities
_X_ Map of R/W to be Vacated – ATTACHMENT NO. 1
_N/A_ Traffic Accessibility Study (When required by the City)

AN APPLICATION FEE OF $200 MUST ACCOMPANY THIS PETITION.

Fee Received By: _____ Date: 5/19/22
City Engineers Office

A DEPOSIT FOR AN APPRAISAL MUST ALSO ACCOMPANY THIS REQUEST.

Deposit Amount: _____

Received By: _____ Date: _____
City Clerk

Copies of City of Billings Ordinance No. 80-4269 and 90-4822, establishing the procedure and compensation to the City of Billings for Discontinuance and Vacation of City Streets, Alleys, and Rights-of-Way, are attached for reference.

The application fee, as stated in BMC 22-602, will be set by the City Administrator after review by the staff. The City Clerk will advertise the public hearing at least one week before the petition is acted upon by the City Council.

This petition is to be returned to the City Clerk, PO Box 1178, Billings, MT 59103. (First Floor, City Hall)

This petition must be accompanied by the statements and reports as listed in BMC 22-601 (a), (b), (c), (d), (e), and (f). (Copy attached)

CONTACT PERSON FOR PETITION:

Greg Reid, WWC Engineering
Telephone No.: 406-894-2210
Mailing Address: 550 S. 24th St. W., Ste201
Billings, MT 59102
Date: March 7, 2022

CITY COUNCIL ACTION: _____

DATE: _____

COMPLETED FORM WITH ATTACHMENTS IS TO BE RETURNED TO BE FILED WITH THE CITY CLERK

Attachment 1

AMENDED PLAT OF LEGACY SUBDIVISION

BEING A VACTION OF

LOTS 6 THROUGH 9 INCLUSIVE OF BLOCK 2, LOTS 1 THROUGH 10 INCLUSIVE OF BLOCK 3, LOTS 2 THROUGH 4 INCLUSIVE OF BLOCK 4, LOTS 2 THROUGH 8 INCLUSIVE OF BLOCK 5,THE ENTIRETY OF WILL WAY, PORTIONS OF RICH LANE AND CAMP LANE SITUATED IN THE NW1/4, SECTION 4, T.1S., R.25E., P.M.M. CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: LEGACY, LLC
PURPOSE OF SURVEY: VACATE LOTS, BLOCKS, AND STREETS
DATE SURVEYED: FEBRUARY 2022
PREPARED BY: WWC ENGINEERING

LEGAL DESCRIPTION AND PROPERTY OWNER CERTIFICATIONS

STATE OF MONTANA)
: ss
County of Yellowstone)

A tract of land being all of Lots 6 through 9, inclusive of Block 2, Lots 1 through 10, inclusive of Block 3, Lots 2 through 4, inclusive of Block 4, Lots 2 through 8, inclusive of Block 5, and all of Will Way, portions of Rich Lane and Camp Lane of Legacy Subdivision as recorded in the Yellowstone County, Montana, Clerk and Recorder's Office as document number 3371148, said parcel also being located in a portion of the NW1/4 of Section 4, Township 1 South, Range 25 East, Principal Meridian of Montana, City of Billings, Yellowstone County, Montana, being more particularly described by as follows:

Beginning at the northeast corner of Lot 8, Block 5 of Legacy Subdivision; thence along Westerly Right-of-Way of 52nd Street West, S01°02'44"E a distance of 790.01 feet to the corner of Lot 5 and 6, Block 2 of Legacy Subdivision; thence on the line between said Lots 5 and 6, Block 2 of Legacy Subdivision, S89°22'54"W a distance of 101.05 feet to the corner of Lots 4, 5, 6, and 7, Block 2 of Legacy Subdivision; thence on the line between Lots 4 and 7, Block 2 of Legacy Subdivision, S82°47'42"W a distance of 101.75 feet to the corner of Lots 3, 4, 7, and 8, Block 2 of Legacy Subdivision; thence on the line between Lots 3 and 8, Block 2 of Legacy Subdivision, S69°22'58"W a distance of 101.68 feet to the corner common to Lots 2, 3, 8, and 9, Block 2 of Legacy Subdivision; thence on the line between Lots 2 and 9, Block 2 of Legacy Subdivision, S76°03'57"W a distance of 98.80 feet to the corner of Lots 1, 2, 9, and 10, Block 2 of Legacy Subdivision; thence along the line between Lots 9 and 10, Block 2 Legacy Subdivision, N19°22'36"W a distance of 92.87 feet to the corner common to Lots 9 and 10 on the southerly right-of-way of Camp Lane; thence on the southerly right-of-way line of Camp Lane,S70°36'10W a distance of 11.94 feet; thence N19°23'50"W a distance of 50.00 feet to the corner of Lots 1 and 2, Block 4 of Legacy Subdivision on the northerly right-of-way of Camp Lane; thence along the line between Lots 1, 2, and 3, Block 4 of Legacy Subdivision, N18°42'33"W a distance of 129.35 feet to the corner of Lots 1, 3, and 5, Block 4 of Legacy Subdivision; thence along the line between Lots 3, 4, and 5, Block 4 of Legacy Subdivision, N52°11'49"W a distance of 107.11 feet to the corner of Lots 4 and 5 on the southerly right-of-way of Rich Lane; thence on the southerly right-of-way of Rich Lane, S41°40'18"W a distance of 11.31 feet; thence N48°19'42"W a distance of 50.00 feet to the northerly right-of-way of Rich Lane and the corner of Lots 1 and 2, Block 5 of Legacy Subdivision; thence along the line between Lots 1 and 2, Block 5 of Legacy Subdivision, N48°20'04"W a distance of 116.58 feet to the corner of Lots 1 and 2 on the northerly line of Block 5 of Legacy Subdivision; thence along northerly line of said Block 5 of Legacy Subdivision, N41°41'39"E a distance of 141.64 feet; thence along the northerly line of said Block 5 of Legacy Subdivision, N59°33'49"E a distance of 651.34; thence along the northerly line of Block 5 of Legacy Subdivision, N80°53'56"E a distance of 40.10 feet to the northeast corner of Lot 8, Block 5 of Legacy Subdivision which is also the Point of Beginning.

Said tract shall be known and designated as "**AMENDED PLAT OF LEGACY SUBDIVISION**" and contains 8.51 acres, more or less, and is subject to all easements, rights-of-ways, reservations and encumbrances that have been legally acquired.

We hereby certify that the purpose of this survey is to vacate a portion of Legacy Subdivision pursuant M.C.A. 76-3-305; any plat prepared and recorded as provided in this part may be vacated either in whole or in part as provided by 7-5-2501, 7-5-2502, 7-14-2616(1), and (2), 7-14-4114(1) and (2), and 7-14-4115. Upon vacation, the governing body or the district court, as provided in 7-5-2502, shall determine to which properties the title to the streets and alleys of the vacated portions must revert. The governing body or the district court, as provided in 7-5-2502, shall take into consideration the previous platting; the manner in which the right-of-way was originally dedicated, granted, or conveyed; the reasons stated in the petition requesting the vacation; the parties requesting the vacation; and any agreements between adjacent property owners regarding the use of the vacated area. The title to the streets and alleys of the vacated portions may revert to one or more of the owners of the properties within the platted area adjacent to the vacated portions.

_____
Legacy, LLC

_____
Title

STATE OF MONTANA)
: ss
County of Yellowstone)

on this _____ day of _____, 2022, before me, the undersigned a notary public for the State of _____, personally appeared _____, as _____ of Legacy, LLC known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

_____
Notary Public for the State of _____

CERTIFICATE OF SURVEYOR

I, John Bruckner, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of February 2022, a survey was performed under my supervision of a tract of land to be known as **AMENDED PLAT OF LEGACY SUBDIVISION**, in accordance with the request of the owner thereof and in conformance with Montana Subdivision and Platting Act; said subdivision being in accordance with the Landowner's Certificate and as shown on the plat; that the monuments found and set are of the character and occupy the positions hereon.

Dated the _____ day of _____, 2022

_____
John Bruckner
Registration Number 63052 LS

MONTANA JOHN BRUCKNER No. 63052 LS LICENSED PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF COUNTY TREASURER

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

_____
County Treasurer or Authorized Representative
Yellowstone County Treasurer's Office

_____
Date

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that the annexed and forgoing plat conforms with Section 74-4-25(2)(d), M.C.A. for the removal of sanitary restriction since the plat is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

_____
City Engineer's Office

_____
Date

CERTIFICATE OF CITY ATTORNEY

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

_____
Attorney or Authorized Representative
City of Billings Attorney's Office

_____
Date

NOTICE OF APPROVAL

STATE OF MONTANA)
: ss
County of Yellowstone)

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

_____
President Date

_____
Executive Secretary Date

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
: ss
County of Yellowstone)

We do hereby certify that we have examined the plat of **AMENDED PLAT OF LEGACY SUBDIVISION**, and find that said plat conforms with the requirements of the laws of the State of Montana and that the requirements for park donation have been met to the satisfaction of the Yellowstone County Board of Planning. It is therefore approved and the dedication to the public use of any and all lands sown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of City of Billings, Montana, this _____ day of _____, 20____

_____
CITY OF BILLINGS, MONTANA

BY: _____
Mayor

ATTEST: _____
City Clerk

CERTIFICATE OF FILING BY CLERK AND RECORDER

ROAD VACATION

Resolution Number:_____

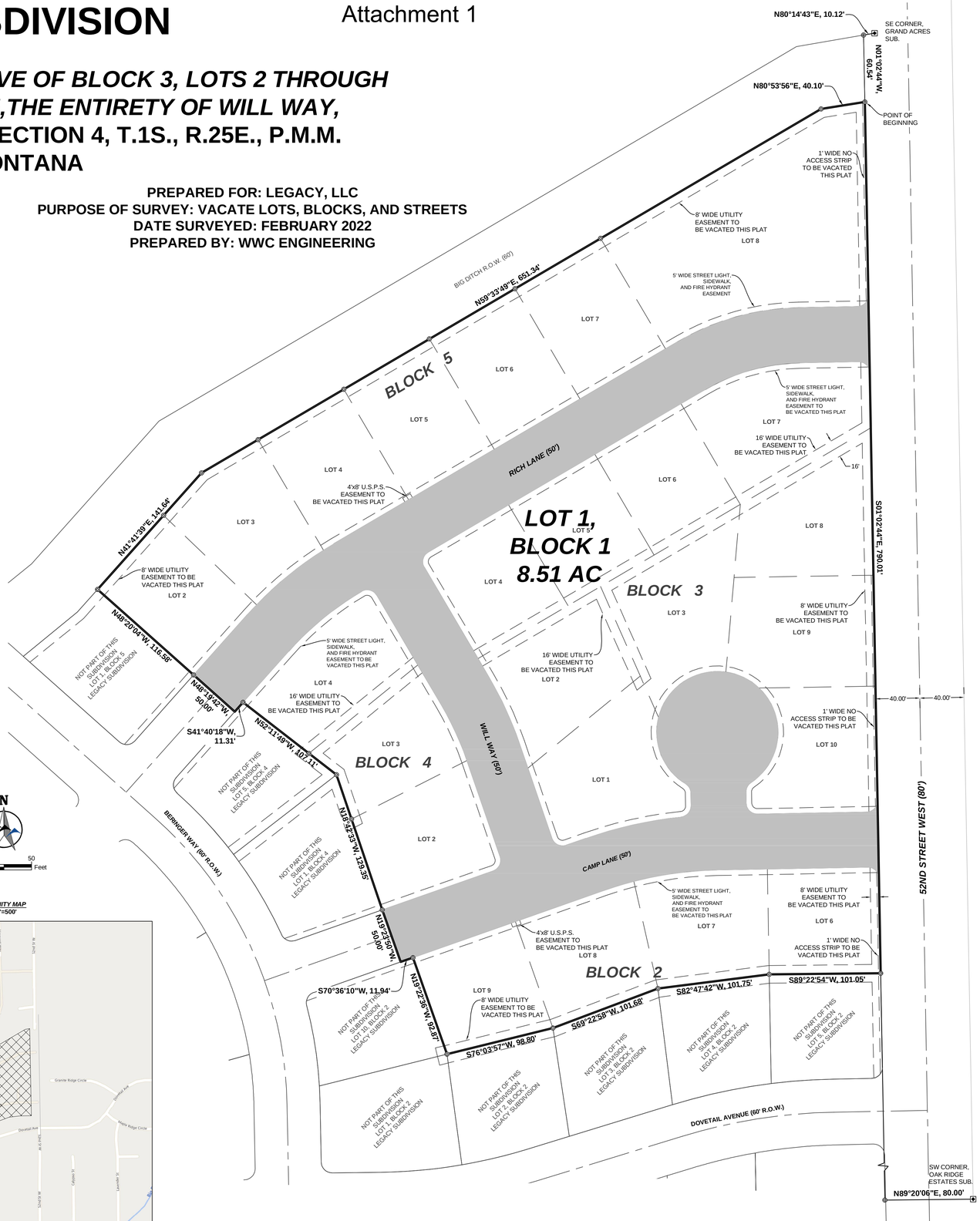
Date:_____

BASIS OF BEARING

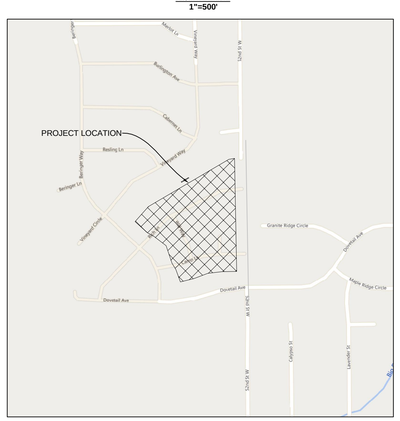
NAD83(2011) MONTANA STATE
PLANE COORDINATE SYSTEM, GRID
DISTANCES: GROUND, INTERNATIONAL FOOT

LEGEND

FOUND YELLOW PLASTIC SURVEY CAP
FOUND REBAR AND PLASTIC CAP (LS63052)
ROAD TO BE VACTED
LOTS TO BE VACATED
EASEMENTS TO BE VACATED
SUBDIVISION BOUNDARY



VICINITY MAP
1"=500'



AMENDED PLAT OF LEGACY SUBDIVISION			
NW1/4, SECTION 4, T.1S., R.25E. P.M.M.			
PREPARED FOR: LEGACY, LLC			
PREPARED BY: WWC ENGINEERING 550 S. 24TH ST. W., SUITE 201 BILLINGS, MT 59101 (406) 894-2210 www.wwcengineering.com			
NO.	REVISION	BY	DATE
DESIGNED BY: WWC DRAWN BY: NRZ CHECKED BY: JPB DATE: 2/3/2022			
PROJECT NO.: 2021472		SHEET 1 OF 1	

Request to Vacate Public Right-of-Way Signatures

Signature	Date	Property Ownership
Legacy LLC, A Fort Belknap Indian Community Limited Liability	4/15/22	Lots 2-8 of Block 5, Lots 2-4 of Block 4, Lots 1-10 of Block 3, and Lots 6-9 of Block 2

Attachment 2

Exhibit A

REQUEST TO VACATE PUBLIC RIGHT-OF-WAY
CITY OF BILLINGS

Description of Right-of-Way to be vacated:
The entirety of Will Way. Portions of Rich Lane between Block 5 and Block 3 and 4, and Portions of Camp Lane between Block 3 and 4 and Block 2 within Legacy Subdivision, within 1/4 of Section 4, T01S, R25E, Yellowstone County, Montana as shown on Attachment No. 1

We, being all the abutting property owners, request of the City Council the vacation of the above described:

__X__ Street _____ Alley _____ Other R/W

SIGNATURE	DATE	PROPERTY OWNERSHIP
See Attachment No. 2		

(Additional signatures, if needed, can be on additional sheets.)

WE, the utility companies and governmental departments, listed below, approve, or disapprove this request as noted by our signatures.

	Approved By/Date	Disapproved By/Date
City Public Works		
Heights Water	N/A	N/A
Montana Dakota Utilities	3-8-22	
Northwestern Energy		
Charter		
CenturyLink		
City/Co. Planning Board		

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

Petitioner's interest in vacating the public right-of-way: The petitioners will be re-platting the area into approximately 27 lots with water, sewer, and street improvements, as shown on Attachment No. 3.

The petitioner acknowledges and understands that the City will appoint an appraiser to estimate the value of the real property being vacated, and the petitioner agrees that the fee for the appraiser will be borne by the petitioner(s).

ATTACHMENTS:
__X__ Title Report(s)

__X__ Comments from all Utilities
__X__ Map of R/W to be Vacated – ATTACHMENT NO. 1
__N/A__ Traffic Accessibility Study (When required by the City)

AN APPLICATION FEE OF $200 MUST ACCOMPANY THIS PETITION.

Fee Received By:_____ **Date:**_____
City Engineers Office

A DEPOSIT FOR AN APPRAISAL MUST ALSO ACCOMPANY THIS REQUEST.

Deposit Amount:_____

Received By:_____ **Date:**_____
City Clerk

Copies of City of Billings Ordinance No. 80-4269 and 90-4822, establishing the procedure and compensation to the City of Billings for Discontinuance and Vacation of City Streets, Alleys, and Rights-of-Way, are attached for reference.

The application fee, as stated in BMC 22-602, will be set by the City Administrator after review by the staff. The City Clerk will advertise the public hearing at least one week before the petition is acted upon by the City Council.

This petition is to be returned to the City Clerk, PO Box 1178, Billings, MT 59103. (First Floor, City Hall)

This petition must be accompanied by the statements and reports as listed in BMC 22-601 (a), (b), (c), (d), (e), and (f). (Copy attached)

CONTACT PERSON FOR PETITION:

Greg Reid, WWC Engineering
Telephone No.: 406-894-2210
Mailing Address: 550 S. 24th St. W., Ste201
Billings, MT 59102
Date: March 7, 2022

CITY COUNCIL ACTION:_____

DATE:_____

COMPLETED FORM WITH ATTACHMENTS IS TO BE RETURNED TO BE FILED WITH THE CITY CLERK

REQUEST TO VACATE PUBLIC RIGHT-OF-WAY
CITY OF BILLINGS

Description of Right-of-Way to be vacated:
The entirety of Will Way, Portions of Rich Lane between Block 5 and Block 3 and 4, and Portions of Camp Lane between Block 3 and 4 and Block 2 within Legacy Subdivision, within 1/4 of Section 4, T01S, R25E, Yellowstone County, Montana as shown on Attachment No. 1

We, being all the abutting property owners, request of the City Council the vacation of the above described:

__X__ Street _____ Alley _____ Other R/W

SIGNATURE	DATE	PROPERTY OWNERSHIP
See Attachment No. 2		

(Additional signatures, if needed, can be on additional sheets.)

WE, the utility companies and governmental departments, listed below, approve, or disapprove this request as noted by our signatures.

	Approved By/Date	Disapproved By/Date
City Public Works		
Heights Water	N/A	N/A
Montana Dakota Utilities		
Northwestern Energy		
Charter		
CenturyLink		
YELLOWSTONE VALLEY ELECTRIC COOP. / City/Co. Planning Board	BRENT KOLTI	4/22/22

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

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This petition must be accompanied by the statements and reports as listed in BMC 22-601 (a), (b), (c), (d), (e), and (f). (Copy attached)

CONTACT PERSON FOR PETITION:

Greg Reid, WWC Engineering
Telephone No.: 406-894-2210
Mailing Address: 550 S. 24th St. W., Ste201
Billings, MT 59102
Date: March 7, 2022

CITY COUNCIL ACTION:_____

DATE:_____

COMPLETED FORM WITH ATTACHMENTS IS TO BE RETURNED TO BE FILED WITH THE CITY CLERK

Greg Jones

From: Williams, Christopher <Christopher.Williams1@lumen.com>
Sent: Friday, May 6, 2022 7:58 AM
To: Greg Reid; Sterr, Julie
Cc: Greg Jones
Subject: RE: Request to Vacate

WARNING: This email originated from an external sender. Please use caution when clicking links or opening attachments.

Greg,
The request for easement vacation is acceptable to Lumen. I apologize for the delay in getting back to you.
Thanks,

Chris Williams
Network Implementation Engineer II - MT
219 Calhoun Ln, Billings, MT 59101
Cell: 406-598-8554
Christopher.Williams1@Lumen.com

From: Greg Reid <gtrei@wwcengineering.com>
Sent: Thursday, May 5, 2022 6:01 PM
To: Williams, Christopher <Christopher.Williams1@lumen.com>; Sterr, Julie <Julie.Sterr1@lumen.com>
Cc: Greg Jones <gjones@wwcengineering.com>
Subject: RE: Request to Vacate

Chris and Julie,
We have not received any response back regarding this as of yet, to my knowledge. We need to move forward with this and would appreciate a response from Lumen. The rest of the dry utility companies have confirmed it is acceptable to them and Lumen is the only one that has not responded. If we do not receive a response from Lumen we will consider it acceptance of the vacation, as the other utilities have confirmed, and move forward.
Greg

Greg Reid, P.E. | Billings Branch Manager
550 S 24th St. W, Ste. 201 | Billings, MT 59102
Tel 406-894-2210 | Cell 406-799-1415
www.wwcengineering.com

From: Greg Reid
Sent: Monday, April 25, 2022 8:51 AM
To: Williams, Christopher <Christopher.Williams1@lumen.com>; Sterr, Julie <Julie.Sterr1@lumen.com>
Cc: Greg Jones <gjones@wwcengineering.com>
Subject: RE: Request to Vacate

Thanks Chris,
Please push this along as we need to move this project forward. The only utility that has not responded to date is Lumen, which is holding our submittal up.

Greg Jones

From: Barham, Danny L <Danny.Barham@charter.com>
Sent: Thursday, April 21, 2022 3:59 PM
To: Greg Reid; Christopher.Williams1@centurylink.com; Julie.Sterr1@lumen.com; lisab2256@charter.net; elaine.castillo@lumen.com
Cc: Greg Jones; Lind, Jeremy; Cole, Matthew; Fitzgerald, Eric
Subject: RE: Legacy Subdivision Public Right-of-Way Vacation Petition

WARNING: This email originated from an external sender. Please use caution when clicking links or opening attachments.

This vacation is ok with Charter

From: Greg Reid [mailto:greid@wwcengineering.com]
Sent: Thursday, April 21, 2022 3:18 PM
To: Barham, Danny L <Danny.Barham@charter.com>; Christopher.Williams1@centurylink.com; Julie.Sterr1@lumen.com; lisab2256@charter.net; elaine.castillo@lumen.com
Cc: Greg Jones <gjones@wwcengineering.com>
Subject: [EXTERNAL] RE: Legacy Subdivision Public Right-of-Way Vacation Petition

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

All,
I spoke with the City regarding the requested road and utility easement vacation. In lieu of signing the form and returning it, it would suffice if you would reply to this email saying that the vacation is acceptable.
Thanks,
Greg

WWC ENGINEERING
Greg Reid, P.E. | Billings Branch Manager
550 S 24th St. W, Ste. 201 | Billings, MT 59102
Tel 406-894-2210 | Cell 406-799-1415
www.wwcengineering.com

From: Greg Jones <gjones@wwcengineering.com>
Sent: Monday, April 11, 2022 4:15 PM
To: Danny.Barham@charter.com; Christopher.Williams1@centurylink.com; Julie.Sterr1@lumen.com
Cc: Greg Reid <greid@wwcengineering.com>
Subject: FW: Legacy Subdivision Public Right-of-Way Vacation Petition

All,

I am following up on this request as the Owner is moving forward with the ROW vacation. Please sign and return with approval/disapproval and reasoning (if applicable).

Thanks,
Greg

WWC ENGINEERING

First Montana Title
2737 Montana Avenue
Billings, MT 59101
Phone (406) 248-3000
Fax (406) 248-9928
Trina@firstmontanatitle.com

May 12, 2022

Dear Greg Reid;

As requested, we have prepared an ownership report on the following legal description(s):

Block 2: Lots 6, 7, 8 and 9;
Block 3: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10;
Block 4: Lots 2, 3 and 4;
Block 5: Lots 2, 3, 4, 5, 6, 7 and 8;

Of Legacy Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3371148.

As of **May 02, 2002, 5:00 PM**, we find ownership as follows on the attached page(s).

This report is limited to verification of the ownership of the above described property, and the liability for this report will not exceed the amount paid for said report. No search has been made for easements, restrictions, liens, judgments or other encumbrances.

Thank you for choosing First Montana Title.

FMT of Billings, LLC

By: _____
Title Officer

Tax Information:

General and special taxes and assessments for the year 2022, which are a lien but not yet computed or payable. Tax Codes: A33312, A33313, A33314, A33315, A33317, A33318, A33319, A33320, A33321, A33322, A33323, A33324, A33325, A33326, A33328, A33329, A33330, A33333, A33334, A33335, A33336, A33337, A33338, A33339.

Legal Description:

Block 2: Lots 6, 7, 8 and 9;
Block 3: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10;
Block 4: Lots 2, 3 and 4;
Block 5: Lots 2, 3, 4, 5, 6, 7 and 8;

Of Legacy Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3371148.

Vested: Legacy LLC, A Fort Belknap Indian Community Limited Liability

Deed Reference: Quit Claim Deed recorded December 20, 2021, under Document No. 4001839.

Mailing Address (If different than Property Address:):
PO Box 470
Hays, MT 59527-0470

City Council Regular

Date:	06/13/2022
Title:	Amended Lot 9A Hilltop Subdivision, 2nd Filing - Final plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the final plat and SIA of Amended Lot 9A Hilltop Subdivision, 2nd Filing in accordance with the criteria outlined in 76-3-611 referenced in this memo.

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

On May 5, 2022, Sanderson Stewart applied for final minor plat approval for Amended Lot 9A Hilltop Subdivision, 2nd Filing. The proposed subdivision creates 2 lots for residential development. The subject property is generally located at 600 Sapphire Avenue. The property is zoned Neighborhood 3 (N3).

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

ALTERNATIVES

The City Council may approve, conditionally approve or disapprove the final plat of Amended Lot 9A Hilltop Subdivision, 2nd Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows:
76-3-611. Review of final plat.
(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:
(a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and
(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

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

FISCAL EFFECTS

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

Attachments

Final Plat
SIA
Conditions of Approval

AMENDED PLAT OF LOT 9A, BLOCK 12 OF
THE AMENDED PLAT OF LOTS 10–16 OF BLOCK 4, LOTS 3 & 4 OF BLOCK 5,
LOTS 2–13 OF BLOCKS 10 & 11, AND BLOCKS 12 & 13 OF

HILLTOP SUBDIVISION, SECOND FILING

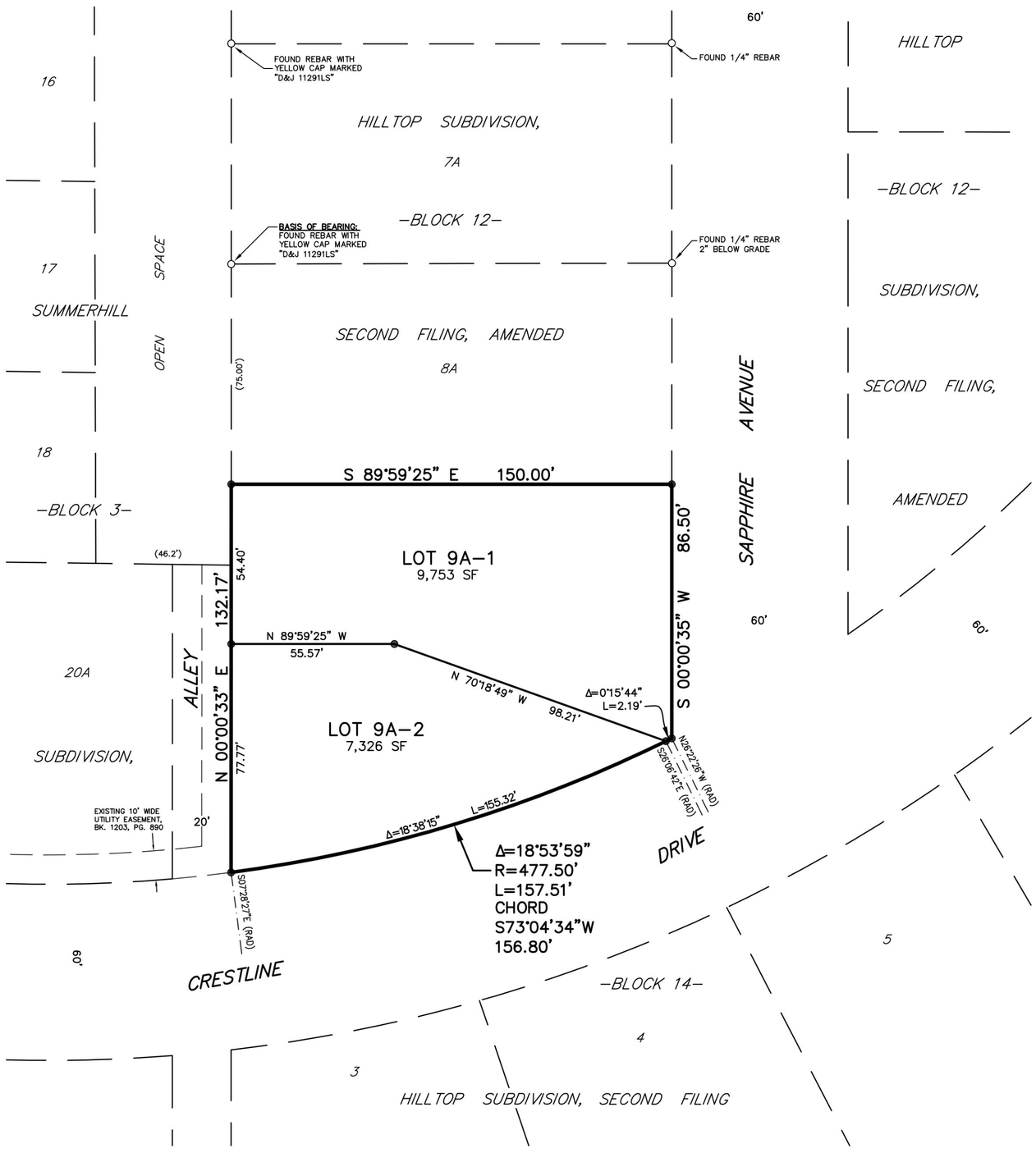
SITUATED IN THE NW1/4 OF SECTION 27, T. 1 N., R. 26 E.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

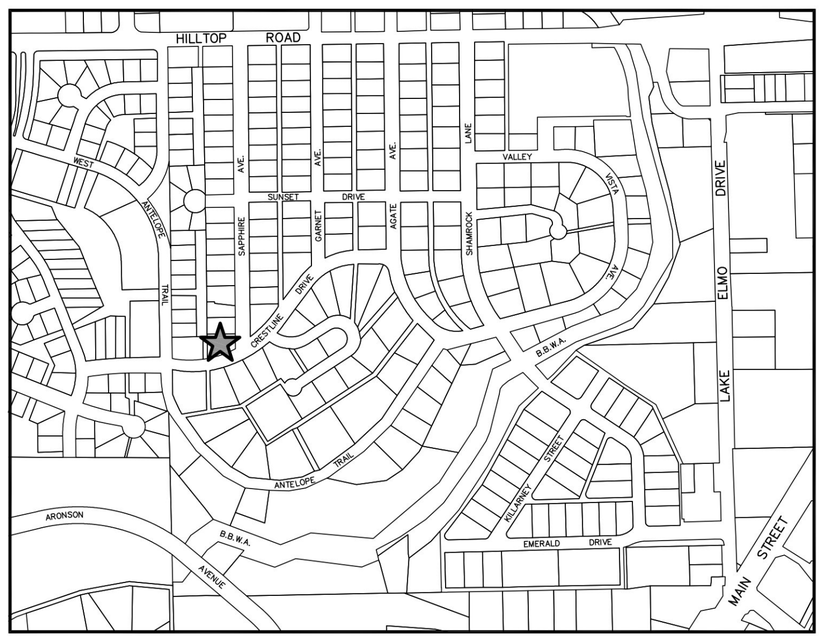
PREPARED FOR : SHAUN MARKS

DECEMBER, 2021

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA





VICINITY MAP

NOT TO SCALE

NORTH

30 15 0 30 60

SCALE:1" = 30'

BASIS OF BEARING: THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID TO GROUND COMBINED SCALE FACTOR AT THE NORTHWEST CORNER LOT 8, A REBAR WITH YELLOW CAP MARKED 'D&J 11291LS', IS 0.9999959; THE CONVERGENCE ANGLE IS –0°02'59". DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

- ○ FOUND SURVEY MONUMENT, REBAR & CAP MARKED 'SANDERSON STEWART 8377S', OR AS NOTED.
- ● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART".

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

NOTICE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

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

_____ _____
Date President

_____
Executive Secretary

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76–4–125(1)(d), M.C.A., for divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first–class or second–class municipalities for which the governing body certifies, pursuant to 76–4–127, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____, 20_ .

_____
City Engineer's Office

ERRORS AND OMISSIONS REVIEW

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

_____ _____
Examining Land Surveyor Date

CERTIFICATE OF CITY ATTORNEY

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

Date: _____

Reviewed by: _____

CERTIFICATE OF COUNTY TREASURER

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

Date: _____
Yellowstone County Treasurer

By: _____
Deputy

CERTIFICATE OF APPROVAL: CITY COUNCIL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing AMENDED PLAT OF LOT 9A, BLOCK 12 OF THE AMENDED PLAT OF LOTS 10–16 OF BLOCK 4, LOTS 3 & 4 OF BLOCK 5, LOTS 2–13 OF BLOCKS 10 & 11, AND BLOCKS 12 & 13 OF HILLTOP SUBDIVISION, SECOND FILING and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

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

CITY OF BILLINGS, MONTANA

By: _____ Attest: _____
Mayor City Clerk

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: _____

CONSENT TO PLATTING

Document No.: _____

RESERVED FOR CLERK AND RECORDER

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner of the following described tract of land does hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NW1/4 of Section 27, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to–wit:

Lot 9A, Block 12 of the Amended Plat of Lots 10–16, Block 4, Lots 3 & 4, Block 5, Lots 2–13, Blocks 10 & 11, and Blocks 12 & 13, Hilltop Subdivision, Second Filing, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 959913.

The park requirement for this subdivision has been previously met.

Said tract to be known and designated as AMENDED PLAT OF LOT 9A, BLOCK 12 OF THE AMENDED PLAT OF LOTS 10–16 OF BLOCK 4, LOTS 3 & 4 OF BLOCK 5, LOTS 2–13 OF BLOCKS 10 & 11, AND BLOCKS 12 & 13 OF HILLTOP SUBDIVISION, SECOND FILING.

_____
SHAUN MARKS

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, the undersigned Notary Public for the State of Montana, personally appeared SHAUN MARKS, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of Montana

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of June 2021, a survey was performed under his supervision of a tract of land to be known as AMENDED PLAT OF LOT 9A, BLOCK 12 OF THE AMENDED PLAT OF LOTS 10–16 OF BLOCK 4, LOTS 3 & 4 OF BLOCK 5, LOTS 2–13 OF BLOCKS 10 & 11, AND BLOCKS 12 & 13 OF HILLTOP SUBDIVISION, SECOND FILING in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area and the net area is 17,079 Sq Ft, more or less.

SANDERSON STEWART

By: _____

Montana License No. _____

Date: _____

MONTANA
DOUGLAS WALTER PEZOLDT 15273LS
LICENSED PROFESSIONAL LAND SURVEYOR

P:\21064_Hilltop Sub_2nd_B12_L9A_Subsequent_Minor\CADD_C3D\PRODUCTION_DWG\21064_FP_PROD.dwg, 1/11/2022 10:37:48 AM, Bluebeam PDF

Return to:
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59101

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

for

AMENDED PLAT OF LOT 9A OF THE AMENDED PLAT OF LOTS 10-16 OF BLOCK 4, LOTS 3 & 4 OF BLOCK 5, LOTS 2-13 OF BLOCKS 10 & 11, AND BLOCKS 12 & 13 OF HILLTOP SUBDIVISION, SECOND FILING

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Return to:
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59101

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

FOR

AMENDED PLAT OF LOT 9A OF THE AMENDED PLAT OF LOTS 10-16 OF BLOCK 4, LOTS 3 & 4 OF BLOCK 5, LOTS 2-13 OF BLOCKS 10 & 11, AND BLOCKS 12 & 13 OF HILLTOP SUBDIVISION, SECOND FILING

THIS AGREEMENT is made and entered into this 28 day of December, 2021, by and between **SHAUN MARKS**, whose address for the purpose of this agreement is 2424 1st Avenue South, Billings, MT, 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the Amended Plat of Lot 9A of the Amended Plat of Lots 10-16 of Block 4, Lots 3 & 4 of Block 5, Lots 2-13 of Blocks 10 & 11, and Blocks 12 & 13 of Hilltop Subdivision, Second Filing, hereafter referred to as "the subdivision", located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the 28 day of December, 2021, the City Council conditionally approved a preliminary plat of the Subdivision; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to the subdivision upon the filing of the amended plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

None requested

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Lot owners should be aware that this subdivision is being built near prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed

with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner, or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

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

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

III. TRANSPORTATION

A. Streets

The subdivision is adjacent to Crestline Drive and Sapphire Avenue. Both streets are developed rights-of-way. No street improvements are anticipated at this time for the subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

B. Sidewalks

No sidewalk improvements are anticipated at this time for the subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

C. Street Lighting

No street lighting exists along South Frontage Road in the vicinity of the subdivision. No new street lighting will be required as a result of the subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

D. Traffic Control Devices

No street traffic control devices are anticipated at this time for the subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

E. Access

Lot 9A-1 has an existing access from Sapphire Avenue, being adjacent along the entire east line of Lot 9A-1.

Lot 9A-2 requires an access from Crestline Drive, being adjacent along the entire south line of Lot 9A-2.

F. Billings Area Bikeway and Trail Master Plan

No additional improvements are anticipated at this time for the subdivision relating to the Billings Area Bikeway and Trail Master Plan.

G. Public Transit

No additional improvements are anticipated at this time for the subdivision relating to public transit.

IV. EMERGENCY SERVICE

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e., lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest

portion of a commercial building under construction as measured along the access roads to the site.

- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

No additional improvements are anticipated at this time for the subdivision relating to storm drainage.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division or the Heights Water District. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality and the County Water District of Billings Heights.

A. Water

Lot 9A-1 has an existing service connection to the main water line in Sapphire Avenue.

At the time of development, the owner of Lot 9A-2 shall install a 1" water service connection to the main water line in either Sapphire Avenue or Crestline Drive.

B. Sanitary Sewer

Lot 9A-1 has an existing service connection to the main sanitary sewer line in Sapphire Avenue.

At the time of development, the owner of Lot 9A-2 shall install a 6" sanitary sewer service connection to the main line in Sapphire Avenue.

C. Power, Telephone, Gas, and Cable Television

Lot 9A-1 has existing service already provided.

Service to Lot 9A-2 will be provided from existing facilities.
No additional new easements are required for the private utilities.

VII. PARKS/OPEN SPACE

Pursuant to MCA 76-3-621(3)(d), there is no parkland requirement for a subdivision in which only one additional parcel is created.

VIII. IRRIGATION

There are no active agricultural facilities within the subdivision.

IX. SOILS/GEOTECHNICAL STUDY

Lot 9A-1 is already developed at this time. A project/building specific Geotechnical report may be required at the time of development of Lot 9A-2.

X. PHASING OF IMPROVEMENTS

No public improvements are required at this time by the Subdivider.

XI. FINANCIAL GUARANTEES

All required improvements will be financially guaranteed or constructed prior to recording of the final plat.

Except as otherwise provided, Subdivider shall install, and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private

contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER"

Shaun Marks

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 29 day of December, 2021, before me, a Notary Public in and for the State of Montana, personally appeared Shaun Marks, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Notary Public in and for the State of Montana

CHRISTOPER MARKS NOTARIAL SEAL STATE OF MONTANA

CHRISTOPHER MARKS
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 05, 2022

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20___.

"CITY" CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

The Amended Plat of Lot 9A of the Amended Plat of Lots 10-16 of Block 4, Lots 3 & 4 of Block 5, Lots 2-13 of Blocks 10 & 11, and Blocks 12 & 13 of Hilltop Subdivision, Second Filing

"SUBDIVIDER"

Shaun Marks

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 28 day of December, 2021, before me, a Notary Public in and for the State of Montana, personally appeared Shaun Marks, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same.

CHRISTOPHER MARKS NOTARIAL SEAL STATE OF MONTANA
CHRISTOPHER MARKS
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 05, 2022

Notary Public in and for the State of Montana

CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

December 20, 2021

Shaun Marks
2424 1st Avenue South
Billings, MT 59101

Dear Applicant:

On December 20, 2021, the Billings City Council conditionally approved the preliminary plat of Amended Lot 9A, Block 12 Hilltop Subdivision, 2nd Filing, subject to the following conditions of approval:

1. To protect public health and safety, prior to final plat approval, the applicant will submit all required drawings and specifications for the water to the County Water District of Billings Heights for review and approval prior to construction. The applicant will submit all required drawings and specifications for the sanitary sewer and storm drainage system to City of Billings Engineering Division for review and approval prior to construction.

2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov

Sincerely,

William A. Cole

William A. Cole, Mayor

pc: Sanderson Stewart

City Council Regular

Date:	06/13/2022
Title:	Parkland West Subdivision, 7th Filing - Final Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the final plat and SIA of Parkland West Subdivision, 7th Filing.

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

On May 9, 2022, WWC Engineering, applied for final major plat approval for Parkland West Subdivision, 7th Filing. The proposed subdivision creates 16 lots for residential development. The subject property is generally located on the east side of South 36th Street West between Crater Lake and Rachelle Circle. The property is part of a Planned Unit Development with an underlying zone of Residential 9600 (R96).

ALTERNATIVES

The City Council may approve, conditionally approve or disapprove the final plat of Parkland West Subdivision, 7th Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows:

76-3-611. Review of final plat.

(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:

(a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and

(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

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

FISCAL EFFECTS

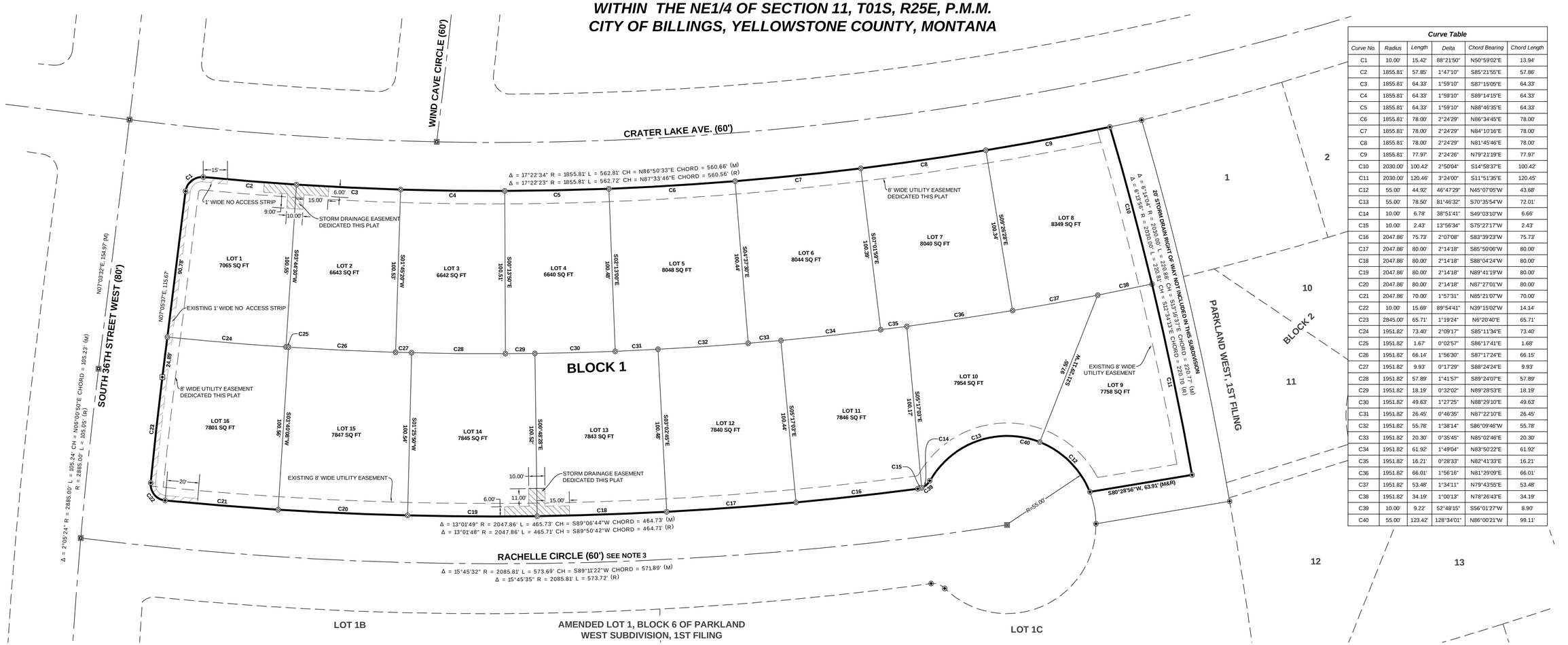
This Final Plat will have no fiscal effect on the Planning Division.

Attachments

Final Plat
Signed Subdivision Improvement Agreement
Conditions of Approval

PLAT OF PARKLAND WEST SUBDIVISION, 7TH FILING

BEING LOT 1A OF AMENDED LOT 1, BLOCK 6 OF PARKLAND WEST SUBDIVISION 1ST FILING, DOCUMENT NO. 3115231, WITHIN THE NE1/4 OF SECTION 11, T01S, R25E, P.M.M. CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA



Curve Table					
Curve No.	Radius	Length	Delta	Chord Bearing	Chord Length
C1	10.00'	15.42'	88°21'50"	N50°59'02"E	13.94'
C2	1855.81'	57.85'	1°47'10"	S85°21'55"E	57.86'
C3	1855.81'	64.33'	1°59'10"	S87°15'05"E	64.33'
C4	1855.81'	64.33'	1°59'10"	S89°14'15"E	64.33'
C5	1855.81'	64.33'	1°59'10"	N88°46'35"E	64.33'
C6	1855.81'	78.00'	2°24'29"	N86°34'45"E	78.00'
C7	1855.81'	78.00'	2°24'29"	N84°10'16"E	78.00'
C8	1855.81'	78.00'	2°24'29"	N81°45'46"E	78.00'
C9	1855.81'	77.97'	2°24'26"	N79°21'19"E	77.97'
C10	2030.00'	100.42'	2°50'04"	S14°58'37"E	100.42'
C11	2030.00'	120.46'	3°24'00"	S11°51'35"E	120.45'
C12	55.00'	44.92'	46°47'29"	N45°07'05"W	43.68'
C13	55.00'	78.50'	81°46'32"	S70°35'54"W	72.01'
C14	10.00'	6.78'	38°51'41"	S49°03'10"W	6.66'
C15	10.00'	2.43'	13°56'34"	S75°27'17"W	2.43'
C16	2047.86'	75.73'	2°07'08"	S83°39'23"W	75.73'
C17	2047.86'	80.00'	2°14'18"	S85°50'06"W	80.00'
C18	2047.86'	80.00'	2°14'18"	S88°04'24"W	80.00'
C19	2047.86'	80.00'	2°14'18"	N89°41'19"W	80.00'
C20	2047.86'	80.00'	2°14'18"	N87°27'01"W	80.00'
C21	2047.86'	70.00'	1°57'31"	N85°21'07"W	70.00'
C22	10.00'	15.69'	89°54'41"	N39°15'02"W	14.14'
C23	2845.00'	65.71'	1°19'24"	N6°20'40"E	65.71'
C24	1951.82'	73.40'	2°09'17"	S85°11'34"E	73.40'
C25	1951.82'	1.67'	0°02'57"	S86°17'41"E	1.68'
C26	1951.82'	66.14'	1°56'30"	S87°17'24"E	66.15'
C27	1951.82'	9.93'	0°17'29"	S88°24'24"E	9.93'
C28	1951.82'	57.89'	1°41'57"	S89°24'07"E	57.89'
C29	1951.82'	18.19'	0°32'02"	N89°28'53"E	18.19'
C30	1951.82'	49.63'	1°27'25"	N88°29'10"E	49.63'
C31	1951.82'	26.45'	0°46'35"	N87°22'10"E	26.45'
C32	1951.82'	55.78'	1°38'14"	S86°09'46"W	55.78'
C33	1951.82'	20.30'	0°35'45"	N85°02'46"E	20.30'
C34	1951.82'	61.92'	1°49'04"	N83°50'22"E	61.92'
C35	1951.82'	16.21'	0°28'33"	N82°41'33"E	16.21'
C36	1951.82'	66.01'	1°56'16"	N81°29'09"E	66.01'
C37	1951.82'	53.48'	1°34'11"	N79°43'55"E	53.48'
C38	1951.82'	34.19'	1°00'13"	N78°26'43"E	34.19'
C39	10.00'	9.22'	52°48'15"	S56°01'27"W	8.90'
C40	55.00'	123.42'	128°34'01"	N86°00'21"W	99.11'

LOT 1B

AMENDED LOT 1, BLOCK 6 OF PARKLAND WEST SUBDIVISION, 1ST FILING

LOT 1C

CERTIFICATE OF CITY ATTORNEY

This Subdivision Plat has been reviewed by the City Attorney's Office and is acceptable to form.

Dated this _____ day of _____, 20___

_____
Reviewed by

ERRORS AND OMISSIONS REVIEW

Reviewed for errors and omissions in calculations and drafting this _____ day of _____, 202___, pursuant to section 76-3-611(2)(a), M.C.A.

_____
Examining Land Surveyor

Reg. No. _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that all real property taxes and special assessments assessed and levied on the land described on this Subdivision Plat and encompassed by the proposed division have been paid.

Dated this _____ day of _____, 20___

_____
TREASURER
YELLOWSTONE COUNTY, MONTANA

CERTIFICATE OF SURVEYOR

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of November 2020, a survey was performed under his supervision of a tract of land to be known as PARKLAND WEST SUBDIVISION, 7TH FILING, in accordance with the request of the owner thereof and in conformance with Montana Subdivision and Platting Act; said subdivision being in accordance with the Landowner's Certificate and as shown on the plat; that the monuments found and set are of the character and occupy the positions hereon.

Dated this _____ day of _____, 202___

_____
John Bruckner
Registration Number 63052 LS

MONTANA JOHN BRUCKNER No. 63052 LS LICENSED LAND SURVEYOR

SUBDIVISION IMPROVEMENTS AGREEMENT

Doucument No. _____

CERTIFICATE OF CITY COUNCIL APPROVAL

The City Council of the City of Billings, Yellowstone County, Montana does hereby certify that the accompanying plat for PARKLAND WEST SUBDIVISION, 7TH FILING has been duly examined and have found the same to confrom to the law and hereby approve it.

Dated this _____ day of _____, 202___

_____
CITY OF BILLINGS, MONTANA

BY: _____
Mayor

ATTEST: _____
City Clerk

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that I have examined the annexed plat and find that it conforms with Section 76-4-125(1)(d) MCA, removing sanitary restrictions since the plat is inside a master planning area and is provided with municipal facilities for the supply of water and disposal of sewage and solid waste.

Dated this _____ day of _____, 202___

_____
CITY ENGINEER'S OFFICE

NOTICE OF APPROVAL

STATE OF MONTANA)
) :ss
County of Yellowstone)

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

_____ _____
Date President

_____
Executive Secretary

CERTIFICATE OF FILING BY CLERK AND RECORDER

LEGAL DESCRIPTION AND PROPERTY OWNER CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:SS
County of Yellowstone)

KNOW ALL BY THESE PRESENTS: That we, the undersigned owners, do hereby certify that we, have caused to be surveyed, subdivided, and platted into lots blocks roads and alleys and other divisions and dedications, as shown by this plat hereunto included, the following described tract of land, to wit:

The parcel situated in the NE1/4 of Section 11, T01S, R25E, P.M.M., City of Billings, Yellowstone County, Montana, and more particularly described as Lot 1A of Plat of Amended Lot 1 of Parkland West Subdivision 1st Filing, filed in the Clerk and Recorders Office of said County as Document No.3115231. Said tract containing a net and gross area of 2.805 acres more or less and subject to all previous surveys and legally acquired easements.

The park requirement for this subdivision has been previously met.

The above described tract of land is to be known and designated as PARKLAND WEST SUBDIVISION, 7TH FILING, City of Billings, Yellowstone County, Montana. The undersigned do hereby grant unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair, removal of lines over, under and across the areas designated on the plat as Utility Easement to have and hold forever.

Dated this _____ day of _____, 202___

Lorenz Construction, LLC

_____

Rod Lorenz, _____

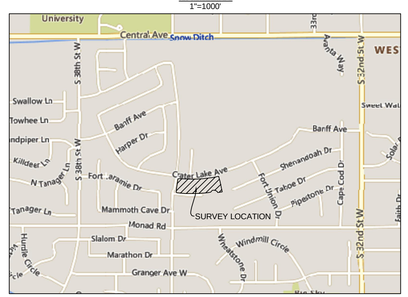
ACKNOWLEDGMENTS

State of Montana)
:SS
County of Yellowstone)

on this _____ day of _____, 202___, before me, the undersigned a notary public for the State of _____, personally appeared Rod Lorenz, _____ of Lorenz Construction, LLC known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

_____
Notary Public for the State of _____

VICINITY MAP
1"=1000'



NOTES

1. *BASIS OF BEARING: NAD83(2011) MONTANA STATE PLANE COORDINATE SYSTEM, GRID*
2. *DISTANCES: GROUND, INTERNATIONAL FOOT*
3. *RACHELLE CIRCLE SHOWS A RECORD WIDTH OF 60 FEET PER THE AMENDED PLAT OF LOT 1, BLOCK 6 FILED AS DOCUMENT NO. 3115231. THE MONUMENTS FOUND IN THIS SURVEY AS WELL AS A CHECK OF RECORD PLAT DIMENSIONS FIND THE WIDTH OF RACHELLE CIRCLE TO BE ± 59 FEET. ALL MONUMENTS SET ON THE SOUTH SIDE OF BLOCK 1 WERE SET BETWEEN FOUND MONUMENTS AT THE SOUTHWEST OF LOT 1A AND THE SOUTHEAST OF LOT 1A*

LEGEND

- ⊙ SET 5/8" REBAR W/ PURPLE PLASTIC CAP (BRUCKNER 63052 LS)
- ⊕ FOUND #5 REBAR
- ⊛ FOUND YELLOW PLASTIC CAP "ENG. INC BILLINGS, MT"
- ⊡ FOUND CENTERLINE MONUMENT
- ▩ SET CENTERLINE MONUMENT
- (M) MEASURED DISTANCE
- (R) RECORD DISTANCE (DOCUMENT NO. 3115231)
- UTILITY EASEMENT LINE AS NOTED
- 1' NO ACCESS STRIP
- STORM DRAINAGE EASEMENT DEDICATED THIS PLAT

PREPARED FOR: LORENZ CONSTRUCTION, LLC
DATE SURVEYED: NOVEMBER 2020
PREPARED BY: WWC ENGINEERING

N

0 30' 60'
SCALE: 1"=30'

SUBDIVISION AREA
2.805 ACRES (16 LOTS)

PARKLAND WEST SUBDIVISION, 7TH FILING

PREPARED BY:
WWC ENGINEERING
550 S. 24TH STREET W, SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

NO.	REVISION	BY	DATE

DESIGNED BY: JPB
DRAWN BY: JPB
CHECKED BY: AMB
DATE: 11/26/20
SHEET 1 of 1

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

Parkland West Subdivision, 7th Filing

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

Parkland West Subdivision, 7th Filing

This agreement is made and entered into this ____ day of _____, 20__, by and between Lorenz Construction, LLC, a Montana limited liability company, whose address for the purpose of this agreement is **2050 Broadwater Ave, Suite D, Billings, MT 59102**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on _____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of Parkland West Subdivision, 7th Filing; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20__, the City Council conditionally approved a preliminary plat of Parkland West Subdivision, 7th Filing; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to Parkland West Subdivision, 7th Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

There are no variances being requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not

constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction. Refer to Section IX for additional information regarding soil characteristics of the site.

D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

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

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

III. TRANSPORTATION

A. Streets

- Rights-of-way widths of 60 feet for Rachelle Circle and Crater Lake Avenue were dedicated in previous filings.
- Private Contract P – 762 shall construct public streets and curb & gutter within the Subdivision. All roads shall be 34 feet back-of-curb to back-of-

curb. These access roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings' site development ordinance and shall be reviewed and approved by City Engineering prior to construction.

B. Sidewalks

- Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction and shall be included in each building permit. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.
- 5-foot boulevard walk shall be constructed on the north frontage of Lot 1C of Parkland West Subdivision 1st Filing Private Contract P-762.
- An 8-foot sidewalk shall be constructed within the 20-foot Storm Drain Right-of-Way.
- Sidewalk shall be 5-foot wide with 5-foot boulevard planting strip between the sidewalk and the curb.

C. Street Lighting

- No street lighting is proposed for the development; however, street lighting is included in the waiver of right to protest.

D. Traffic Control Devices

- Traffic control is not required for this subdivision but are included in the waiver of right to protest

E. Access

- Location to the lots will be from drive approaches installed at the time of lot development.
- There are existing 1-foot no access strips adjacent to the subdivision.
  - The north property line of Lot 1 of Block 1 has a 40 foot no access strip from the radius point on Crater Lake Avenue adjacent to South 36th Street West extending east. This easement length shall be reduced to 15 feet on the filing of Parkland West Subdivision, 7th Filing.
  - The south property line of Lot 16 of Block 1 has a 50 foot no access strip on Rachelle Circle extending from the property line adjacent to South 36th Street West to the east. This easement shall be reduced to 20 feet on the filing of Parkland West Subdivision, 7th Filing.

F. Billings Area Bikeway and Trail Master Plan (BABTMP)

- This subdivision is located within the jurisdiction of the BABTMP, but no future trail corridors are identified within this subdivision area. There is an existing bike lane on Monad Road and a future bike lane on 36th Street West.

G. Public Transit

- This subdivision does not require improvements to ensure public transit service. The nearest public transit stop is at the intersection of Monad Road and South 36th Street West.

IV. EMERGENCY SERVICE

Emergency service to the Subdivision will be provided via Rachelle Circle and Crater Lake Avenue.

At the time of future lot development construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply. A gravel turnaround will be constructed east of Lot 8 on Crater Lake Avenue. Drawings shall be submitted and approved by City Engineering and Fire Department prior to construction.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. All Future stormwater improvements will be reviewed and approved by the Engineering Division to comply with said plan. The new storm drainage improvements shall be constructed as part of Private Contract P – 762.

As part of the Parkland West Subdivision, 7th Filing, the developer shall install stormwater improvements as included herein. Developer shall extend the 21" Storm Drain on Crater Lake Avenue beyond the eastern property line as required for construction of a temporary turnaround at the end of Crater Lake Avenue. The

Crater Lake Avenue storm main shall discharge to a temporary storm pond constructed within the public right of way. The temporary storm pond shall be sized as required by the Stormwater Management Manual. Storm infiltration basins or storm gardens shall be installed on Rachelle Circle to meet the requirements of the Storm Water Manual. The storm gardens will be front yard depressions with yard inlets to a below grade boulder pit and shall have curb cuts to allow flows into the property. Sidewalks shall pass flows beneath in a manner approved by the City Engineer. An 8' sidewalk shall be constructed to bypass flows from the end of Rachelle Circle to Crater Lake Avenue within the 20' Storm Drain Right-of-Way on the east side of the property.

Such stormwater facilities including piping, inlets, structures, vegetation shall be maintained through the Parkland West Subdivision, 7th Filing HOA as outlined in the HOA Stormwater Maintenance Agreement.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

A. Water

There are existing 8-inch water mains located in Rachelle Circle and Crater Lake Avenue that currently terminate on the east side of the existing pavement. Private Contract P – 762 will extend the 8-inch water mains along the length of Rachell Circle and Crater Lake Avenue beyond the proposed paving surface of the Subdivision. Water services will be installed for all lots within the subdivision.

B. Sanitary Sewer

There are existing 8-inch sanitary mains located in Rachelle Circle that currently terminates approximately 10 feet beyond the existing pavement and Crater Lake Avenue that currently terminates at a manhole in the intersection of Crater Lave Avenue and Wind Cave Circle. Private Contract P – 762 will extend the 8-inch sanitary main along the length of Rachell Circle and sufficient to provide service to all proposed lots on Rachelle Circle. The 8-inch sanitary main on Crater Lake Avenue will be extended to a manhole constructed beyond the proposed paving surface of the Subdivision. Sewer services will be installed for all lots within the subdivision.

C. Power, Telephone, Gas, and Cable Television

Private utility facilities (power, natural gas, telephone, and cable) will be installed during construction and located within the right-of-way and utility easements shown on the plat.

VII. PARKS/OPEN SPACE

The parkland requirements were previously met by Parkland West Subdivision, 1st Filing.

VIII. IRRIGATION

No irrigation ditch, field laterals, or irrigation easement exist in this subdivision.

IX. SOILS/GEOTECHNICAL STUDY

According to the Geotechnical Engineering Report for Parkland West Subdivision, prepared by Rimrock Engineering, Inc. (March 12, 2021), sand and gravel soils were encountered at or near foundation and floor slab depths with areas of clayey overburden. The overburden clayey soils are expected to be weak and highly compressible.

The report recommends the use of spread footings and/or structural/engineered fill supporting the spread footings. Construction of basements may not be feasible without additional groundwater monitoring.

Subsurface conditions may vary from one location to another, and the structural characteristics may vary from on structure to another. Currently all permitted structures within city limits are required by the City of Billings to obtain and follow a geotechnical report prior to construction.

X. PHASING OF IMPROVEMENTS

There are no intended phasing improvements.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and City of Billings Public Works.

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns, and transferees of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER"

Lorenz Construction, LLC,
a Montana limited liability company

By: Rod Lorenz

Title: Owner, Pres

STATE OF MONTANA)
: ss
County of)

On this 29TH day of DECEMBER, 2021, before me, a Notary Public in and for the State of Montana, personally appeared ROD LORENZ, known to me to be the PRESIDENT of Lorenz Construction, LLC, a Montana limited liability company, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

AARON M. REDLAND
NOTARY PUBLIC for the
State of Montana
Residing at Billings,
Montana
My Commission Expires
December 20, 2024

AARON M REDLAND
Notary Public in and for the State of Montana
Printed Name: AARON M REDLAND
Residing at: BILLINGS, MT
My commission expires: DEC 20, 2024

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20__.

"CITY"
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

Waiver of Right to Protest
FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

Parkland West Subdivision, 7th Filing

Signed and dated this 29 day of Dec, 2021.

Subdivider/Owner

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 29th day of December, 2021, before me, a Notary Public in and for the State of Montana, personally appeared Rod Lorenz, known to me to be the President, of Lorenz Construction, LLC, a Montana limited liability company, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

AARON M. REDLAND
NOTARY PUBLIC for the
State of Montana
Residing at Billings,
Montana
My Commission Expires
December 20, 2024

Notary Public in and for the State of Montana
Printed Name: Aaron M Redland
Residing at: Billings MT
My commission expires: Dec. 20 2024

CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

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

March 22, 2021

Rod Lorenz
2050 Broadwater Ave, Suite D
Billings, MT 59102

Dear Applicant:

On March 22, 2021, the Billings City Council conditionally approved the preliminary plat of Parkland West Subdivision, 7th Filing, subject to the following conditions of approval:

1. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.

2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov

Sincerely,

William A. Cole

William A. Cole, Mayor

pc: WWC Engineering

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Parkland West Subdivision, 7th Filing. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(8), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302 (8)(b)]

1. Effect on agriculture and agricultural water user facilities

The subject property is not used as farmland. The original Descro Subdivision, 7th Filing was platted in 1982 and is a Planned Unit Development. The land has not been used for farming for quite some time. This proposed subdivision will have no effect on agriculture or water user facilities.

2. Effect on local services

a. **Utilities** – Water service will be provided by the City of Billings. There are two existing water lines, one in Crater Lake on the north and one in Rachelle Circle on the south. Both water lines are 8 inch and will be extended the entire length of Rachelle Circle and extended to the end of the subdivision on the east. Water service stubs will be provided for all new proposed lots within the subdivision. New fire hydrants will be installed in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality (MDEQ). These requirements are outlined in the SIA under the heading VI. Utilities.

b. **Sewer** - Sanitary sewer service will be provided by the City of Billings. There are two existing sewer lines, one in Crater Lake on the north and one in Rachelle Circle on the south. Both sewer lines are 8 inch and will be extended the entire length of Rachelle Circle and extended to an existing manhole beyond the end of paving on Crater Lake to the east. Sewer service stubs will be provided for all new proposed lots within the subdivision. The subdivider will install new sewer line services for in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. These requirements are outlined in the SIA under the heading VI. Utilities.

   Private utilities will be extended during construction of the roads and located within the right of way and utility easements shown on the plat.

c. **Storm water** –The applicant is proposing to maintain storm water on site and with the use of a detention pond to the east of the subdivision. All drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater*

Management Manual and will be subject to review and approval by the City Engineering Division.

d. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

e. **Streets** – This subdivision will take access off South 36th Street West to Crater Lake and Rachelle Circle. Crater Lake and Rachelle Circle will be built within a 60-foot-wide right of way. They will be built to a City of Billings standard residential street of 34 feet from back of curb to back of curb. They will be built to meet the requirements of the City of Billings Engineering Division and receive their approval before any construction. This requirement is outlined in the SIA under the heading III Transportation A. Streets.

   Sidewalks will be built with this subdivision and will be 5-foot-wide boulevard sidewalks.

f. **Emergency services** – The Billings Police and Fire Department will respond to emergencies within the proposed subdivision. The nearest fire station is located at 605 24th St. West (Station #5). The developer will install fire hydrants at the required locations to meet regulations outlined in Fire Code.

   The Billings Police noted in comments that "continued development will eventually require additional resources to maintain current levels of service". The subdivision is located within the ambulance service area of American Medical Response (AMR).

g. **Schools** – This subdivision is in School District #2. The schools that will be affected are Central Heights Elementary, Will James Middle School and West High School. At the time this staff report was written there were no comments received from School District #2.

h. **Parks and Recreation** – Parkland dedication requirements were met with the Parkland West 1st Filing.

i. **Mail Delivery -** The United States Postal Service (USPS) will provide postal service to the subdivision. The applicant will need to coordinate location of CBU with the USPS. **(Condition #1)**

3. Effect on the natural environment

The subject property is relatively level land and is in an area that has been experiencing development for many years. There should be minimal effect on the natural environment. In the SIA there is a paragraph notifying the future lot owner there may be limitations or special requirements of the lot soils that should be investigated before construction on the lots.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. This land has been experiencing development for many years and there is minimal habitat on the land. This subdivision should have a minimal effect on wildlife and wildlife habitat. There is a paragraph in the SIA that warn lot owners there may be some interface with animals.

5. Effect on the public health, safety and welfare

There should be no impacts to public health, safety and welfare because of this subdivision.

B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-902]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616 (2), MCA.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-(8)]

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following goals of the Growth Policy:

> **Essential Investments (relating public and private expenditures to public values):** Infill development and development near existing City infrastructure may be the most cost effective. (p. 6)
>
> **Home Base (healthy, safe and diverse housing options):** Homes that are safe and sound support a healthy community. (p. 9)

2. 2018 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the Transportation Plan and preserves the street network and street hierarchy specified in the plan.

3. Billings Area Bikeways and Trail Master Plan (BABTMP)

The proposed subdivision lies within the jurisdiction of the BABTMP. There is no trail identified within the proposed subdivision. There is a trail along Monad Road to the south and a future trail along South 36th Street West is identified as a future location for a bike lane.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302(8)(b)(1)]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302 (8)(b)(5)]

The subject property will conform to the requirements of current zoning. When the lots are sold, and they submit for a building permit, additional requirements of zoning will be reviewed with the permit process.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302 (8)(b)(2)]

The subdivider has provided utility easements for private utility companies. Private utility companies will have locations available to them for installation of their services.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302 (8)(b)(3)]

Legal and physical access to the proposed lots is provided from South 36th Street West to Crater Lake and Rachelle Circle. Each lot will have access from street frontage on Crater Lake and Rachelle Circle.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Parkland West Subdivision, 7th Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation Plan or Billings Area Bikeways and Trail Master Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

The Planning Board recommends conditional approval of the preliminary plat of Parkland West Subdivision, 7th Filing, to the City Council, and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, March 22, 2021

William A. Cole

William A. Cole, Mayor

City Council Regular

Date:	06/13/2022
Title:	Resolution to Dedicate Public ROW and Amended Plat of Lot 23-A-1 of Sunny Cove Fruit Farms
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the Resolution to approve the right-of-way and the Amended Plat of Lot 23-A-1 of Sunny Cove Fruit Farms.

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

The City of Billings owns Lot 23-A-1 of Sunny Cover Fruit Farms Subdivision located at the southwest corner of the intersection of 62nd Street West and Rimrock Road. The parcel is being used as a regional stormwater detention facility. In final design of the roundabout located at the intersection of 62nd Street West and Rimrock Road, Montana Department of Transportation (MDT) has requested a small additional right-of-way area be dedicated, of about 0.062 acres or 2,722 square feet for intersection improvements. The dedication of the right of way will not impact the operation of the stormwater facility. In advance of the roundabout being constructed, staff recommends dedicating the small amount of right-of-way. In addition, the plat notes two easements, one for storm water from the MDT constructed improvements and one for the existing irrigation pipe that supplies the Yellowstone Country Club with irrigation water from the Big Ditch. The easement to the Yellowstone Country Club provides for maintenance of the existing irrigation pipe along the edge of 62nd Street West. This resolution and associated plat will provide the necessary right-of-way for the intersection improvements. The city will continue to own and maintain the right of way after construction is complete.

ALTERNATIVES

City Council may:

- Approve the Resolution dedicating right-of-way and the Amended Plat of Lot 23-A-1; or,
- Not approve the Resolution dedicating right-of-way and the Amended Plat of Lot 23-A-1. If the amended plat is not approved, the construction of the intersection improvements at 62nd Street West and Rimrock Road will be delayed.

FISCAL EFFECTS

There are no significant financial impacts associated with approval of the resolution and amended plat.

Attachments

Resolution to Dedicate ROW
Property Exhibit-Amended Plat

RESOLUTION 22-_____

A RESOLUTION DEDICATING CERTAIN CITY-OWNED REAL PROPERTY LOCATED ADJACENT TO THE SOUTHWEST CORNER OF THE INTERSECTION OF 62ND STREET WEST AND RIMROCK ROAD FOR USE AS STREET RIGHT-OF-WAY.

WHEREAS, the Montana Department of Transportation (MDT) proposes the development and construction of a roundabout at the intersection of 62nd Street West and Rimrock Road to improve the connection of the state highway system with the streets of the City of Billings (City) for the benefit of the public; and

WHEREAS, the City desires this intersection be improved and widened in accordance with the development and construction plans for a roundabout prepared by and on file with MDT; and

WHEREAS, the City is empowered pursuant to §7-14-4101, MCA, to lay out, establish, alter, widen, extend, or otherwise improve streets; and

WHEREAS, to accommodate the construction and width of the desired roundabout, it is necessary for the City to dedicate a minor portion of City-owned real property for use as street right-of-way; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

That city land described below is dedicated as street right-of-way.

A tract of Land situated in the NE 1/4 of Section 36, T.1N., R.24E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

A portion of Lot 23-A-1 of Amended Plat of Lot 23-A of Sunny Cove Fruit Farms, recorded May 29, 2018, under Document No. 3850089;

Further described as Lot 23-A-4 of Proposed Amended Plat of Lot 23-A-1 of Sunny Cove Fruit Farms.

Said tract of land containing a gross and net area of 2,722 square feet, more or less as shown on Exhibit “A” being the proposed Amended Plat of Lot 23-A-1 of Sunny Cove Fruit Farms.

APPROVED and ADOPTED by the City Council of the City of Billings, Montana, on the _____ day of _____, 2022.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

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

N

100 0 100 200
FEET

O = FOUND PROPERTY CORNER AS NOTED

● = SET 5/8" x 18" REBAR WITH YPC MARKED WITH T GRANT 17513

PREPARED FOR: THE CITY OF BILLINGS

PREPARED BY: THE CITY OF BILLINGS

SCALE: 1"=100' DATE: MARCH, 2022

Parcel Line Table		
Line #	DIRECTION	LENGTH
L1	N89° 26' 55"E	93.21
L2	S23° 55' 56"E	29.89
L3	S89° 26' 55"W	105.28
L4	N0° 06' 42"W	27.43

FOUND MONUMENT LEGEND

A FOUND BRASS CAP SECTION CORNER COMMON TO SECTIONS 25 & 36, T.1N., R.24E. P.M.M., AND SECTIONS 30 & 31, T.1N., R.25E. P.M.M.

B FOUND REBAR WITH ENGINEERING INC YPC

C FOUND REBAR WITH JLW YPC APPROXIMATELY 25.0 FEET FROM ACTUAL CORNER

D FOUND REBAR WITH M.D.T. ALUM CAP

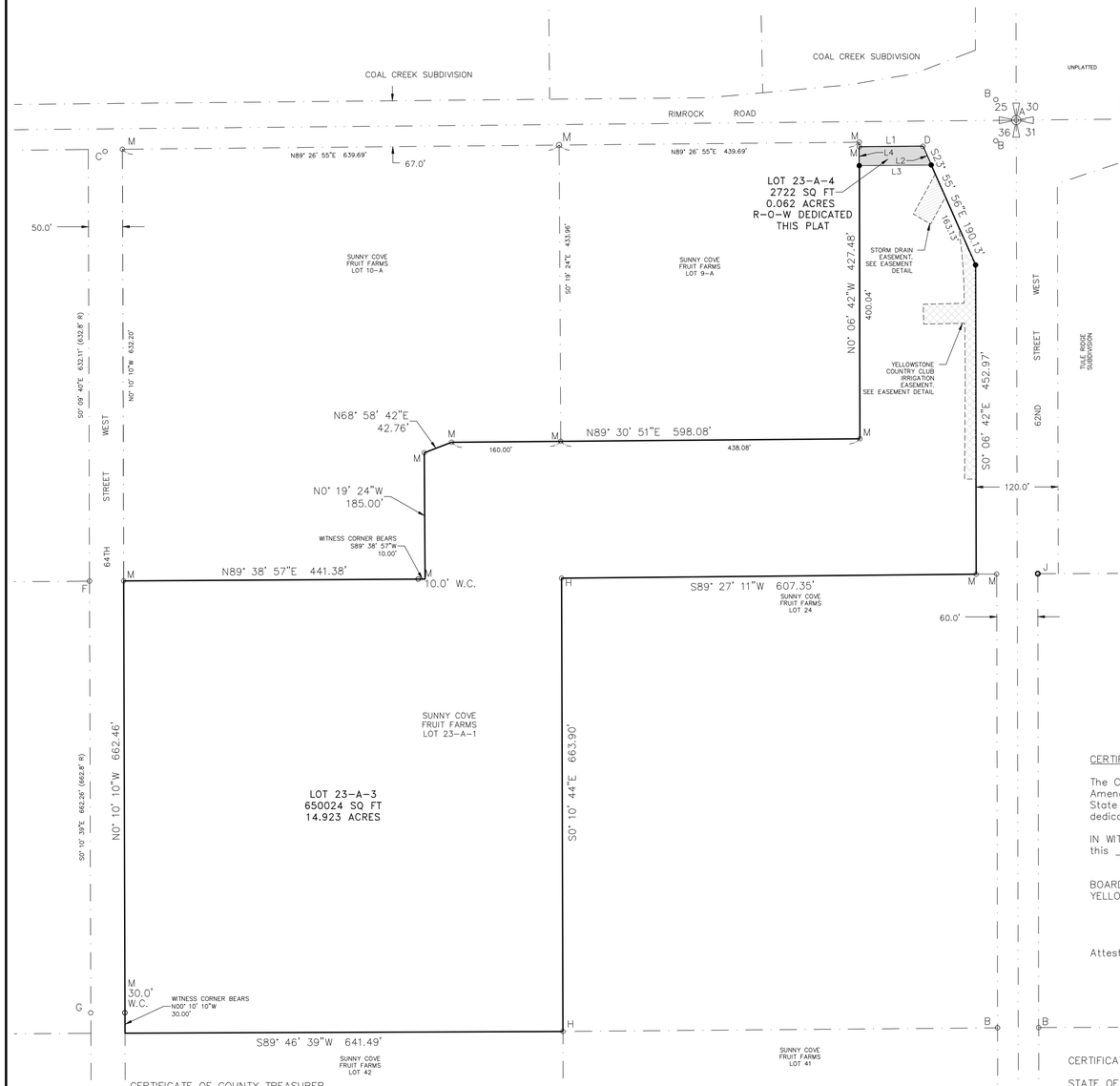
F FOUND REBAR WITH ESSEX ALUMINUM CAP

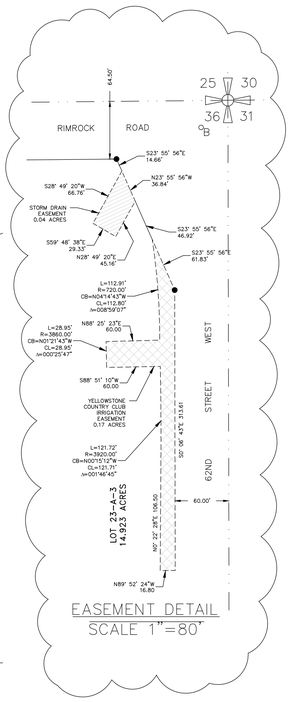
G FOUND REBAR WITH ESSEX ALUMINUM CAP STAMPED W.C. 30.00

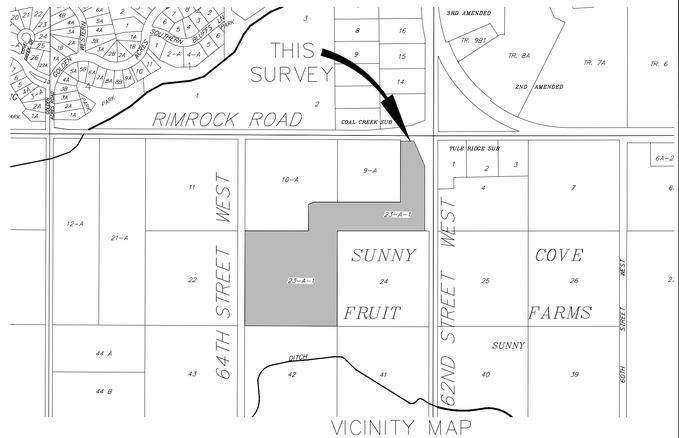
H FOUND REBAR WITH SAGE ENG YPC

J FOUND REBAR WITH BROKEN YPC

M FOUND REBAR WITH T GRANT YPC







VICINITY MAP
NOT TO SCALE

PURPOSE OF SURVEY AND CERTIFICATE OF DEDICATION

The undersigned hereby certifies that the purpose of this survey is to create a tract land for Right-Of-Way purposes being Lot 23-A-4 and said tract of land is to be dedicated to the public forever, Therefore this plat is exempt from review as a subdivision pursuant to 76-3-201(1)(h) M.C.A. "is created for rights-of-way or utility sites. A subsequent change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of this chapter."

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

Therefore the Mayor and City Council of the City of Billings acknowledges receipt of said Lot 23-A-4 as Right-Of-Way and hereby accepts the property interest, storm drainage easement and irrigation easement as shown on this Amended Plat conveyed through this instrument.

Said tract to be known and designated as AMENDED PLAT OF LOT 23-A-1 OF SUNNY COVE FRUIT FARMS.

By: _____
William A. Cole, Mayor, City of Billings

On this_____ day of_____, 2022, before me the undersigned Notary Public for the State of Montana, personally appeared William A. Cole, as Mayor of the City of Billings known to me to be the person who signed the foregoing amended plat and acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.

State of Montana)
:ss
County of Yellowstone)

This instrument was signed and sworn to before me on this _____, day of _____, 2022

William A. Cole, Mayor, City of Billings
(Name of signer)

_____
(Notary Signature)
[Affix seal/stamp to the left or below]

CERTIFICATE OF COUNTY TREASURER

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

Date: _____

Yellowstone County Treasurer

By: _____
Deputy

CERTIFICATE OF RIVERSTONE HEALTH

This Certificate of Survey has been reviewed and approved by Riverstone Health.

_____
Health Officer or Authorized Representative
Yellowstone City/County Health Department
dba Riverstone Health

CERTIFICATE OF FINAL PLAT APPROVAL

The County Commissioners of Yellowstone County do hereby certify that it has examined the attached Amended Plat of Lot 23-A-1 of Sunny Cove Fruit Farms and finds the same conforms to the laws of the State of Montana and the Yellowstone County Subdivision Regulations. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of Yellowstone County, Montana, this _____ day of _____, 202____.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY MONTANA

By: _____
Commissioner

By: _____
Commissioner

Attest: _____
Clerk and Recorder

By: _____
Commissioner

CERTIFICATE OF COUNTY ATTORNEY

STATE OF MONTANA)
:ss
County of Yellowstone)

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

Reviewed by: _____

DATE: _____

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of March, 2022, a survey was performed under my supervision of a tract of land to be known as AMENDED PLAT OF LOT 23-A-1 OF SUNNY COVE FRUIT FARMS situated in the NE1/4 of Section 36, T. 1 N., R. 24 E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows:

Being Lot 23-A-1 of the Amended Plat of Lot 23-A of Sunny Cove Fruit Farms on file and of record in the office of the Yellowstone County Clerk and Recorder filed May 29, 2018 under Document No. 3850089.

In conformance with Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with and as shown on the annexed plat, that the monuments found and set are of the character and occupy the positions shown thereon and that the gross area is 14.985 acres and the net area is 14.922 acres more or less.

CITY OF BILLINGS

By: _____

Montana Registration No. 17513 LS

Date: _____

MONTANA
TIMOTHY A. GRANT
No. 17513 LS
LICENSED PROFESSIONAL LAND SURVEYOR

City Council Regular

Date:	06/13/2022
Title:	Resolution approving $1,000 FY22 City Council Contingency for Yellowstone Art Museum in 2022
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review	No

RECOMMENDATION

Staff recommends that the City Council approve the resolution to contribute $1,000 to the Yellowstone Art Museum.

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

At the conclusion of the May 23, 2022 City Council meeting, Councilmember Choriki proposed a council initiative to contribute $1,000 to Yellowstone Art Museum to help fund the COVID memorial art project. This initiative was approved by a majority of City Council.

Approval of the initiative causes a resolution to be brought to Council for a formal vote and action. Approval of this resolution will cause staff to issue a contribution of $1,000 to Yellowstone Art Museum.

ALTERNATIVES

City Council may:

- Approve the resolution authorizing a contribution of $1,000 to the Yellowstone Art Museum or,
- Not Approve the resolution

FISCAL EFFECTS

The current Council Contingency account has an authorized budget of $25,000. If this resolution is approved, a payment of $1,000 from this line item will be made, and $24,000 will remain in FY22.

Attachments

Resolution

RESOLUTION 22-_____

A RESOLUTION BY THE BILLINGS MONTANA CITY COUNCIL, APPROVING THE EXPENDITURE OF $1,000 COUNCIL CONTINGENCY FUNDS FOR THE YELLOWSTONE ART MUSEUM.

WHEREAS, The City Council Contingency account is a means for the City Council to take advantage of opportunities or to remedy problems that could not be anticipated when the fiscal year began; and

WHEREAS, the Mayor and City Council wish to participate in and help finance the Yellowstone Art Museum COVID memorial art project; and

WHEREAS, the FY 2022 Council Contingency account has a $25,000 balance as of May 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA: that $1,000 of the FY 2022 Council Contingency funding shall be contributed to the Yellowstone Art Museum to help fund the COVID memorial art project.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 13th day of June, 2022.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	06/13/2022
Title:	Payment of Claims for week of May 2, 2022
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $1,093,063.69 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.

Attachments

CouncilMemo wk of 05022022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/02/2022	851721	AAA Trees Done Right	Transit	$ 3,600.00	Tree Removal 1705 Monad - MET
05/02/2022	851724	All Color Embroidery	Building	$ 160.00	32902
05/02/2022	851724	All Color Embroidery	Public Safety	$ 1,575.00	32893
05/02/2022	851724	All Color Embroidery	Public Safety	$ 1,575.00	32894
05/02/2022	851728	Archie Cochrane	Fleet	$ 503.70	5415911 PO NUM 314354
05/02/2022	851728	Archie Cochrane	Fleet	$ 254.82	5415961 PO NUM 314354
05/02/2022	851728	Archie Cochrane	Fleet	$ 57.48	5416003 PO NUM 314354
05/02/2022	851728	Archie Cochrane	Fleet	$ 86.02	5416146 PO NUM 314354
05/02/2022	851728	Archie Cochrane	Fleet	$ 86.02	5416154 PO NUM 314354
05/02/2022	851728	Archie Cochrane	Fleet	$ 86.02	5416155 PO NUM 314354
05/02/2022	851728	Archie Cochrane	Public Safety	$ 43.81	5413720
05/02/2022	851728	Archie Cochrane	Public Safety	$ 51.95	5413788
05/02/2022	851728	Archie Cochrane	Public Safety	$ 144.55	5413912
05/02/2022	851728	Archie Cochrane	Public Safety	$ 58.13	5413951
05/02/2022	851728	Archie Cochrane	Public Safety	$ 69.35	5414031
05/02/2022	851728	Archie Cochrane	Public Safety	$ 106.42	5414369
05/02/2022	851728	Archie Cochrane	Public Safety	$ 25.50	5414458
05/02/2022	851728	Archie Cochrane	Public Safety	$ 63.40	5414478
05/02/2022	851728	Archie Cochrane	Public Safety	$ 17.82	5414693
05/02/2022	851728	Archie Cochrane	Public Safety	$ 123.21	5414763
05/02/2022	851728	Archie Cochrane	Public Safety	$ 21.14	5414806
05/02/2022	851728	Archie Cochrane	Public Safety	$ 150.94	5415287
05/02/2022	851728	Archie Cochrane	Public Safety	$ 363.75	5415304
05/02/2022	851728	Archie Cochrane	Public Safety	$ 58.88	5415525
05/02/2022	851728	Archie Cochrane	Public Safety	$ 99.09	5415908
05/02/2022	851728	Archie Cochrane	Public Safety	$ 178.94	5416130
05/02/2022	851728	Archie Cochrane	Public Safety	$ 97.37	5416147
05/02/2022	851728	Archie Cochrane	Public Safety	$ 198.18	5416333
05/02/2022	851728	Archie Cochrane	Public Safety	$ (178.94)	5416489
05/02/2022	851728	Archie Cochrane	Street/Traffic	$ 24.15	5414313
05/02/2022	851728	Archie Cochrane	Street/Traffic	$ 43.81	5414459
05/02/2022	851732	Baumgart Consulting	General	$ 4,095.00	Council/Leadership Retreat 2022
05/02/2022	851744	Century Link	Airport	$ 45.74	Airport Terminal Power M
05/02/2022	851744	Century Link	Airport	$ 45.66	Airport Alarm

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/02/2022	851744	Century Link	Airport	$ 52.36	Airport 1FB Line
05/02/2022	851744	Century Link	Airport	$ 81.08	Airport
05/02/2022	851744	Century Link	Airport	$ 52.36	Airport P9 Building
05/02/2022	851744	Century Link	Airport	$ 64.16	Airport
05/02/2022	851744	Century Link	Airport	$ 37.45	Bill Date: Aug 16, 2021. QTA Phone
05/02/2022	851744	Century Link	Engineering	$ 125.21	Measured Lines Depot 60/40
05/02/2022	851744	Century Link	EOC 911	$ 45.65	911
05/02/2022	851744	Century Link	EOC 911	$ 45.65	911
05/02/2022	851744	Century Link	EOC 911	$ 311.26	9-1-1 Center Landfill #2
05/02/2022	851744	Century Link	EOC 911	$ 311.26	9-1-1 Center Fox Reservoir #2
05/02/2022	851744	Century Link	EOC 911	$ 5,358.88	9-1-1 Center
05/02/2022	851744	Century Link	Fleet	$ 50.40	Motor Pool
05/02/2022	851744	Century Link	General	$ 40.54	Cemetery FAX Line
05/02/2022	851744	Century Link	General	$ 55.80	Stewart Park Batting Cages
05/02/2022	851744	Century Link	IT Resources	$ 45.74	Kenco Security Alarm IT Alarm
05/02/2022	851744	Century Link	Library	$ 170.89	Library 6 lines
05/02/2022	851744	Century Link	P.W. Admin	$ 83.48	Measured Lines Depot 60/40
05/02/2022	851744	Century Link	Park Dist 1	$ 64.16	Parks
05/02/2022	851744	Century Link	Park Dist 1	$ 45.74	Parks 3890 Stillwater
05/02/2022	851744	Century Link	Parking	$ 40.54	Park 2 Elevator Phone
05/02/2022	851744	Century Link	Parking	$ 45.74	Park 1 Elevator Phone
05/02/2022	851744	Century Link	Phone System	$ 113.93	Library 6 lines
05/02/2022	851744	Century Link	Phone System	$ 94.06	Airport Measured Lines
05/02/2022	851744	Century Link	Phone System	$ 104.74	Met Measured Lines
05/02/2022	851744	Century Link	Phone System	$ 101.86	BOC Measured Lines
05/02/2022	851744	Century Link	Phone System	$ 147.60	PUD Measured Lines
05/02/2022	851744	Century Link	Phone System	$ 2,571.09	Main System Centrex
05/02/2022	851744	Century Link	Phone System	$ 47.03	MET Fax and Kenco Fax
05/02/2022	851744	Century Link	Phone System	$ 47.27	Animal Control Fax
05/02/2022	851744	Century Link	Phone System	$ 45.74	Fire Alarm
05/02/2022	851744	Century Link	Phone System	$ 45.74	Four Dances
05/02/2022	851744	Century Link	Phone System	$ 51.83	Miller Building
05/02/2022	851744	Century Link	Phone System	$ 45.74	Pioneer Park
05/02/2022	851744	Century Link	Phone System	$ 47.03	Streets Fax

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/02/2022	851744	Century Link	Planning	$ 45.74	Planning Traffic Central Broadwater
05/02/2022	851744	Century Link	Planning	$ 45.74	Planning Traffic Central 9th
05/02/2022	851744	Century Link	Public Safety	$ 47.03	Fire Elevator
05/02/2022	851744	Century Link	Public Safety	$ 45.80	Crime Prevention Alarm
05/02/2022	851744	Century Link	Public Safety	$ 119.32	Fire
05/02/2022	851744	Century Link	Public Safety	$ 118.28	Fire RR Crossing Alarm
05/02/2022	851744	Century Link	Public Safety	$ 56.12	Fire 5 911 Line
05/02/2022	851744	Century Link	Public Safety	$ 40.54	Fire Maintenance Shop
05/02/2022	851744	Century Link	Radio	$ 311.26	Fire Airport Radio Tower WCK
05/02/2022	851744	Century Link	Radio	$ 311.26	Fire Airport Radio Tower Jellison
05/02/2022	851744	Century Link	Solid Waste	$ 95.11	Solid Waste Landfill
05/02/2022	851744	Century Link	Solid Waste	$ 178.22	SW Landfill
05/02/2022	851744	Century Link	Street/Traffic	$ 41.68	PW Traffic 3728 McDougall
05/02/2022	851744	Century Link	Street/Traffic	$ 47.03	PW Traffic Signal 24 Central
05/02/2022	851744	Century Link	Transit	$ 41.68	MET Transit
05/02/2022	851744	Century Link	Wastewater	$ 45.74	PUD Sahara Sand Lift Station
05/02/2022	851744	Century Link	Water	$ 39.44	PUD Alarm Water Tower
05/02/2022	ACH	Eldorado National CA	Airport	$ 7,658.04	RTLM Software
05/02/2022	851760	Fischer Commercial Floor	Public Safety	$ 2,500.00	00745 FIRE 1 / ADMIN DOWN PMT / MATERIALS
05/02/2022	851760	Fischer Commercial Floor	Public Safety	$ 2,193.43	00746 FIRE 1 / FORMER EOC FLOORING / MATERIALS DOWNPMT
05/02/2022	851763	Forterra Concrete	Storm Sewer	$ 16,334.35	WO 22-34 Culvert Replacement - Materials
05/02/2022	851764	Gated Solutions	Facilities	$ 12,440.34	remove existing pivot gate, operator, and all necessary equipment at the BOC.
05/02/2022	851764	Gated Solutions	Wastewater	$ 150.00	GATE REPAIR.
05/02/2022	ACH	HDR	Solid Waste	$ 1,300.92	WO1712 Landfill Drop-off Facility
05/02/2022	ACH	HDR	Solid Waste	$ (1,300.92)	WO1712 Landfill Drop-off Facility credit to offset retainage release
05/02/2022	ACH	HDR	Wastewater	$ 10,553.18	WO 20-11 Lloyd Mangrum & Lake Hills Lift Station Rehab
05/02/2022	ACH	HDR	Wastewater	$ 14,427.73	WO 20-11 Lloyd Mangrum & Lake Hills Lift Station Rehab
05/02/2022	851783	K2 Civil Inc	Street/Traffic	$ 64,012.50	residential plowing
05/02/2022	851793	Laurel Ford	General	$ 39,324.00	2022 Ford Ranger, Vin #1FTER4FH2NLD15887
05/02/2022	851793	Laurel Ford	General	$ 39,704.00	2022 Ford Ranger, Vin 1FTER4FHXNLD15281
05/02/2022	851812	Morrison Maierle	Solid Waste	$ 5,166.15	WO 21-37 Solid Waste Maintenance & Parking Building
05/02/2022	851812	Morrison Maierle	Transit	$ 49,440.94	Transit Training Parking Lot - Design
05/02/2022	851806	MT Dakota Utilities	Airport	$ 453.59	129 573 1000 1. Mud Wash. April 2022
05/02/2022	851806	MT Dakota Utilities	Airport	$ 131.44	160 723 3573 6. USDA. April 2022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/02/2022	851806	MT Dakota Utilities	Airport	$ 470.35	179 053 7751 5. Concourse New. April 2022
05/02/2022	851806	MT Dakota Utilities	Airport	$ 273.91	185 580 1000 7. TSA. April 2022
05/02/2022	851806	MT Dakota Utilities	Airport	$ 58.54	229 573 1000 0. Detail Bay 1 Hertz. April 2022
05/02/2022	851806	MT Dakota Utilities	Airport	$ 161.13	283 116 0655 3. IP-12 Alpine. April 2022
05/02/2022	851806	MT Dakota Utilities	Airport	$ 178.09	295 580 1000 4. Aero Interiors. April 2022
05/02/2022	851806	MT Dakota Utilities	Airport	$ 46.67	329 573 1000 9. Detail Bay 3 Enterprise. April 2022
05/02/2022	851806	MT Dakota Utilities	Airport	$ 120.44	429 573 1000 8. Detail Bay 4 Avis/Budget. April 2022
05/02/2022	851806	MT Dakota Utilities	Airport	$ 50.06	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. April 2022
05/02/2022	851806	MT Dakota Utilities	Airport	$ 147.57	629 573 1000 6. Detail Bay 2 National/Alamo. April 2022
05/02/2022	851806	MT Dakota Utilities	Airport	$ 22.08	846 093 3091 9. Small East Rooftops. April 2022
05/02/2022	851806	MT Dakota Utilities	Airport	$ 1,503.98	889 373 1000 6. Car Wash. April 2022
05/02/2022	851806	MT Dakota Utilities	Facilities	$ 1,159.92	130 733 1000 8
05/02/2022	851806	MT Dakota Utilities	Facilities	$ 3,768.42	757 633 1000 2
05/02/2022	851806	MT Dakota Utilities	Facilities	$ 579.69	989 733 1000 0
05/02/2022	851806	MT Dakota Utilities	Facilities	$ 899.34	993 733 1000 4
05/02/2022	851805	MT Dakota Utilities	Fleet	$ 4,492.83	05122022 PO NUM 314331
05/02/2022	851806	MT Dakota Utilities	General	$ 64.41	061 943 1000 6
05/02/2022	851806	MT Dakota Utilities	General	$ 300.59	571 295 3342 8
05/02/2022	851806	MT Dakota Utilities	General	$ 122.88	927 890 1000 3
05/02/2022	851806	MT Dakota Utilities	Park Dist 1	$ 112.63	371 101 1000 6
05/02/2022	851806	MT Dakota Utilities	Public Safety	$ 459.94	442 190 1000 4
05/02/2022	851806	MT Dakota Utilities	Solid Waste	$ 770.29	284 225 1320 1
05/02/2022	851806	MT Dakota Utilities	Solid Waste	$ 67.80	602 680 9335 2
05/02/2022	851806	MT Dakota Utilities	Solid Waste	$ 1,369.25	770 390 1000 2
05/02/2022	851806	MT Dakota Utilities	Wastewater	$ 235.80	310 490 1000 7
05/02/2022	851806	MT Dakota Utilities	Wastewater	$ 109.09	410 490 1000 6
05/02/2022	851806	MT Dakota Utilities	Wastewater	$ 103.21	868 563 1000 7
05/02/2022	851806	MT Dakota Utilities	Water	$ 258.69	010 490 1000 0
05/02/2022	851806	MT Dakota Utilities	Water	$ 63.08	110 490 1000 9
05/02/2022	851806	MT Dakota Utilities	Water	$ 185.24	209 077 5055 6
05/02/2022	851806	MT Dakota Utilities	Water	$ 251.04	210 490 1000 8
05/02/2022	851806	MT Dakota Utilities	Water	$ 707.39	310 490 1000 7
05/02/2022	851806	MT Dakota Utilities	Water	$ 327.24	410 490 1000 6
05/02/2022	851806	MT Dakota Utilities	Water	$ 3,133.37	500 490 1000 7

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/02/2022	851806	MT Dakota Utilities	Water	$ 63.95	510 490 1000 5
05/02/2022	851806	MT Dakota Utilities	Water	$ 74.19	527 033 1000 4
05/02/2022	851806	MT Dakota Utilities	Water	$ 68.20	566 923 1000 8
05/02/2022	851806	MT Dakota Utilities	Water	$ 50.76	600 490 1000 6
05/02/2022	851806	MT Dakota Utilities	Water	$ 50.77	600 490 1000 6
05/02/2022	851806	MT Dakota Utilities	Water	$ 45.16	610 490 1000 4
05/02/2022	851806	MT Dakota Utilities	Water	$ 61.38	666 923 1000 7
05/02/2022	851806	MT Dakota Utilities	Water	$ 374.91	700 490 1000 5
05/02/2022	851806	MT Dakota Utilities	Water	$ 166.45	800 490 1000 4
05/02/2022	851806	MT Dakota Utilities	Water	$ 50.28	832 001 1000 1
05/02/2022	851806	MT Dakota Utilities	Water	$ 454.87	900 490 1000 3
05/02/2022	851807	MT Dept Enviro Quality	Solid Waste	$ 33,601.30	Landfill annual licensing fee.
05/02/2022	851808	MT Infrastruct Coalition	General	$ 5,000.00	2022 Membership Dues (Voting Member)
05/02/2022	851809	MT Municipal Interlocal	Property Ins	$ 51,813.12	March 2022 Liability Self Insurance
05/02/2022	851814	MT Waterworks	Water	$ 1,909.75	48 X 84 CURB BOX L/ROD 1-1/2" TAP W/ PENTAGON LID
05/02/2022	851814	MT Waterworks	Water	$ 737.48	6" X 15" C1 FC REPAIR CLAMP - F1-724 X 15 SH
05/02/2022	851814	MT Waterworks	Water	$ 9,924.56	PIPE BURSTING - 8" PUSH-ON VALVE
05/02/2022	851821	Northwest Playground	Park Dist 1	$ 69,274.08	Lillis park playground equipment
05/02/2022	851822	NorthWestern Energy	Airport	$ 2,304.32	0100483-7. Runway Lights. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 1,714.09	0100484-5. ARFF Facility. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 362.86	0712792-1. IP-7. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 865.51	0712800-2. IP-9. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 543.51	0712809-3. Alpine. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 104.35	1138926-9. Aero Interiors. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 119.94	1647695-4. De Icer. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 473.84	1669567-8. TSA. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 1,029.91	1993430-6. Car Wash. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 328.48	2001846-1. Mud Wash. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 419.41	2001848-7. Detail Bay 1 Hertz. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 167.43	2001855-2. Detail Bay 2 National/Alamo. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 111.31	2001862-8. Detail Bay 3 Enterprise. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 236.99	2001865-1. Detail Bay 4 Avis/Budget. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 89.95	2001867-7. Detail Bay 5 Thrifty/Dollar. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 91.98	3085107-5. Employee Parking. April 2022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/02/2022	851822	NorthWestern Energy	Airport	$ 179.02	3446396-8. USDA. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 1,027.97	3477231-9. Parking Zone. April 2022
05/02/2022	851822	NorthWestern Energy	Airport	$ 36.28	3733186-5. Airport Storage. April 2022
05/02/2022	851822	NorthWestern Energy	Engineering	$ 517.99	1741314-7
05/02/2022	851822	NorthWestern Energy	Facilities	$ 6,438.31	0100507-3
05/02/2022	851822	NorthWestern Energy	Facilities	$ 79.46	3602453-7
05/02/2022	851822	NorthWestern Energy	Facilities	$ 1,293.09	3602454-5
05/02/2022	851822	NorthWestern Energy	Facilities	$ 9,207.49	3927205-9
05/02/2022	851822	NorthWestern Energy	General	$ 1,553.64	0100506-5
05/02/2022	851822	NorthWestern Energy	General	$ 180.28	0712683-2
05/02/2022	851822	NorthWestern Energy	Library	$ 5,476.55	3039007-4 Library electricity April 2022
05/02/2022	851822	NorthWestern Energy	P.W. Admin	$ 129.49	1741314-7
05/02/2022	851822	NorthWestern Energy	Park Dist 1	$ 78.35	0722257-3
05/02/2022	851822	NorthWestern Energy	Park Dist 1	$ -	0723044-4
05/02/2022	851822	NorthWestern Energy	Park Dist 1	$ 8.70	0723090-7
05/02/2022	851822	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6
05/02/2022	851822	NorthWestern Energy	Parking	$ 567.59	0720829-1
05/02/2022	851822	NorthWestern Energy	Parking	$ 2,773.16	0720834-1
05/02/2022	851822	NorthWestern Energy	Parking	$ 1,509.09	1569636-2
05/02/2022	851822	NorthWestern Energy	Parking	$ 1,316.50	1594282-4
05/02/2022	851822	NorthWestern Energy	Parking	$ 1,979.17	3067416-2
05/02/2022	851822	NorthWestern Energy	Parking	$ 322.28	3279035-4
05/02/2022	851822	NorthWestern Energy	Parking	$ 132.14	3463478-2
05/02/2022	851822	NorthWestern Energy	Parks Maint	$ 224.29	1059093-3
05/02/2022	851822	NorthWestern Energy	Public Safety	$ 457.79	0712537-0
05/02/2022	851822	NorthWestern Energy	Public Safety	$ 415.03	0720840-8
05/02/2022	851822	NorthWestern Energy	Public Safety	$ 225.94	1984150-1
05/02/2022	851822	NorthWestern Energy	Public Safety	$ 1,933.62	3448739-7
05/02/2022	851822	NorthWestern Energy	Public Safety	$ 1,872.78	FIRE 1: 0100476-1 - MONTHLY ELECTRIC SERVICES
05/02/2022	851822	NorthWestern Energy	Transit	$ 24.21	0712764-0
05/02/2022	851822	NorthWestern Energy	Transit	$ 250.63	1784756-7
05/02/2022	851822	NorthWestern Energy	Water	$ 1,827.38	0722252-4
05/02/2022	851822	NorthWestern Energy	Water	$ 1,871.44	0723043-6
05/02/2022	851823	Overtime Enterprises	Storm Sewer	$ 76,452.75	WO 22-34 Culvert Replacement - Elizabeth St; 1F WO2234 Overtime

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/02/2022	851825	Peterson Office	General	$ 4,430.00	CE Office Reconfiguration 2022
05/02/2022	851828	Precise MRM	Street/Traffic	$ (24.00)	credit on duplicate freight on orig invoice
05/02/2022	851828	Precise MRM	Street/Traffic	$ 1,048.00	avl units for trucks
05/02/2022	851828	Precise MRM	Street/Traffic	$ 1,632.00	ligo subscription for new avl units for trucks
05/02/2022	851829	Quest Services Corp	Facilities	$ 49,703.75	Consultant to manage multiple hail repair projects
05/02/2022	851831	Scotts Mobile Welding	Public Safety	$ 23,391.72	Fire Training Facility repairs @ Airport
05/02/2022	851843	SP Services	Facilities	$ 7,733.88	Change Order that adds labor to install of metal roof
05/02/2022	851843	SP Services	Facilities	$ 63,944.10	Demo, construction and install of systems damaged/Multiuse at Pioneer Park
05/02/2022	851846	State Chemical Mfg	Facilities	$ 2,573.93	Alg-erase CWT tubes/Super Cool-Ade F-858
05/02/2022	851846	State Chemical Mfg	Library	$ 1,041.15	902416073
05/02/2022	851858	Toter Incorporated	Solid Waste	$ 81,323.80	Assembly & Delivery Plastics.
05/02/2022	851859	Town & Country Supply	Airport	$ 31,452.93	QTA Car Rental Fuel.
05/02/2022	851859	Town & Country Supply	Fleet	$ 32,307.75	424585 PO NUM 314339
05/02/2022	851859	Town & Country Supply	Fleet	$ 29,894.27	424589 PO NUM 314352
05/02/2022	851859	Town & Country Supply	Fleet	$ 13,507.86	427042 PO NUM 314339
05/02/2022	851859	Town & Country Supply	Public Safety	$ 1,375.04	426043 FIRE 5: DIESEL
05/02/2022	851859	Town & Country Supply	Public Safety	$ 884.58	426044 FIRE 3 DIESEL
05/02/2022	851859	Town & Country Supply	Public Safety	$ 1,751.64	426045 FIRE 1 DIESEL
05/02/2022	851859	Town & Country Supply	Public Safety	$ 865.14	426045 FIRE 1 UNLEADED
05/02/2022	851859	Town & Country Supply	Transit	$ 25,862.29	424993 PO NUM 314351. 5999 Gallons Dyed #2
05/02/2022	851859	Town & Country Supply	Transit	$ 7,369.58	426218 PO NUM 314345. 2005 Gallons Unleades
05/02/2022	851852	TW Clark Construction	Facilities	$ 20,062.35	South Park hail damage repair
05/02/2022	851862	Voegele Acquisitions	Street/Traffic	$ 3,563.63	spring tree fertilization on ROW
05/02/2022	851869	Yellowstone Co Finance	Building	$ 6,853.89	Miller Building; May Rent; Building Dept.
05/02/2022	851869	Yellowstone Co Finance	CDBG	$ 5,330.52	Miller Building; May Rent; Community Development
05/02/2022	851869	Yellowstone Co Finance	General	$ 2,132.82	Miller Building; May Rent; Code Enforcement
05/02/2022	851869	Yellowstone Co Finance	Planning	$ 4,566.03	Miller Building; May Rent; Planning Dept.

City Council Regular

Date:	06/13/2022
Title:	Payment of Claims for week of May 9, 2022
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $1,338,722.37 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.

Attachments

CouncilMemo wk of 05092022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	851872	A1 Landscape & Nursery	Building	$ 930.00	April snow removal
05/09/2022	851872	A1 Landscape & Nursery	Urban Renewal	$ 1,625.00	A-1 Landscaping April Snow Removal
05/09/2022	851873	Ace Electric	Water	$ 29,700.00	Water Plant Lighting Upgrade; 6361 Pmt 1
05/09/2022	851873	Ace Electric	Water	$ 14,850.00	Water Plant Lighting Upgrade; 6708 Pmt 2
05/09/2022	851874	Allied Electronics	Wastewater	$ 1,721.09	ELECTRICAL SUPPLIES
05/09/2022	851874	Allied Electronics	Water	$ 1,721.08	ELECTRICAL SUPPLIES
05/09/2022	851881	Archie Cochrane	Fleet	$ 371.59	5416756
05/09/2022	851881	Archie Cochrane	Fleet	$ 41.28	5417008
05/09/2022	851881	Archie Cochrane	Fleet	$ 59.84	5416912 PO NUM 314396
05/09/2022	851881	Archie Cochrane	Fleet	$ 214.50	5417139 PO NUM 314396
05/09/2022	851881	Archie Cochrane	Fleet	$ 85.60	5417274 PO NUM 314396
05/09/2022	851881	Archie Cochrane	Parking	$ 25,397.00	2021 Ford EcoSport SUV 4WD
05/09/2022	851881	Archie Cochrane	Public Safety	$ 196.46	5416628
05/09/2022	851881	Archie Cochrane	Public Safety	$ 219.55	5416699
05/09/2022	851881	Archie Cochrane	Public Safety	$ 58.77	5416872
05/09/2022	851881	Archie Cochrane	Public Safety	$ 57.50	5416954
05/09/2022	851881	Archie Cochrane	Public Safety	$ 196.46	5417322
05/09/2022	851881	Archie Cochrane	Public Safety	$ 43.81	5417323
05/09/2022	851881	Archie Cochrane	Public Safety	$ 105.86	5417605
05/09/2022	851881	Archie Cochrane	Public Safety	$ 363.75	5417606
05/09/2022	851881	Archie Cochrane	Public Safety	$ 21.14	5417607
05/09/2022	851881	Archie Cochrane	Water	$ 699.66	5416755
05/09/2022	851881	Archie Cochrane	Water	$ 23.00	5417016
05/09/2022	851883	Armscor Cartridge	Public Safety	$ 23,142.00	Practice Ammunition.
05/09/2022	851884	Askin Construction	Water	$ 71,280.00	WO 22-01 Water and Sewer Main Replacement; 1 WO2201 Askin
05/09/2022	851885	Automatic Transmission	Public Safety	$ 4,376.95	80541
05/09/2022	851890	Boingo	Airport	$ 3,000.00	February - March WiFi Management Fee
05/09/2022	851891	BOL Global Group	PD Program	$ 29,900.00	Demystifiying Substance Use Disorder and Harm Reduction
05/09/2022	851895	Bruco	General	$ 690.40	coreless tissue for parks-408637
05/09/2022	851895	Bruco	Parking	$ 1,974.46	408120_IMOP XL PLUS SCRUBBER
05/09/2022	851895	Bruco	Parking	$ 1,974.46	408120_IMOP XL PLUS SCRUBBER
05/09/2022	851895	Bruco	Parking	$ 1,974.47	408120_IMOP XL PLUS SCRUBBER
05/09/2022	851907	City High Ditch Water	Park Dist 1	$ 9,000.00	ditch user fee for 2022
05/09/2022	851914	Critelli Glass	Parking	$ 3,016.00	W141247_ Skybridge btw City Hall and Courthouse

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	851916	Crowley Fleck	General	$ 2,000.00	Inv. #971180 April 2022 Lobbyist fee per contract
05/09/2022	851916	Crowley Fleck	General	$ 2,000.00	Inv. 971147 January 2022 Lobbyist Fees per contract
05/09/2022	851916	Crowley Fleck	General	$ 2,000.00	Inv. 971158 February 2022 Lobbyist fees per contract
05/09/2022	851916	Crowley Fleck	General	$ 2,000.00	Inv. 971179 March 2022 Lobbyist fees per contract
05/09/2022	851922	Desert Mt Corp	Street/Traffic	$ 4,823.67	ice slicer
05/09/2022	851922	Desert Mt Corp	Street/Traffic	$ 4,817.17	ice slicer
05/09/2022	851925	DOWL	Arterial Streets	$ 23,418.00	WO 20-12 S 32nd St W (King Ave W to Gabel)
05/09/2022	851926	Downtown Blgs BID	CDBG	$ 43,881.00	CDBG-CV Grant / Downtown Public Restroom Project
05/09/2022	851928	Econo Print	General	$ 71.92	Lix Business Cards
05/09/2022	851928	Econo Print	Parking	$ 3,822.55	PARKING VIOLATION ENVELOPES (CEO)
05/09/2022	851928	Econo Print	Parking	$ 3,707.80	PARKING VIOLATION ENVELOPES (PEO)
05/09/2022	851933	Ennis-Flint	Street/Traffic	$ 7,630.19	heat tape markings
05/09/2022	851934	EnvisionWare	Library	$ 12,500.00	Library Self-checks replacement per the TRP downpayment
05/09/2022	851936	Facilities Management	Facilities	$ 2,721.60	Annual Subscription Fee
05/09/2022	851936	Facilities Management	Facilities	$ 2,721.60	Annual Subscription Fee
05/09/2022	851936	Facilities Management	Transit	$ 5,443.20	Annual Subscription Fee
05/09/2022	851939	First Montana Title	CDBG	$ 15,000.00	FTHB Lexus Humphries 3011 6th Ave S
05/09/2022	851940	Fischer Commercial Floor	Public Safety	$ 8,563.50	911 CALL CENTER FLOORING
05/09/2022	851941	FlashParking	Parking	$ 96.25	INV75720
05/09/2022	851941	FlashParking	Tax Incrmnt N27	$ 67,969.04	Installation of Parking Gate Control Equipement for the Empire Garage
05/09/2022	851943	Global ARFF	Airport	$ 3,326.24	Replacement Bumper Turret Nozzle C-1
05/09/2022	851945	Guardian Security	Library	$ 10,095.38	881 April 2022
05/09/2022	ACH	HDR, Inc.	Water	$ 20,213.73	WO 22-11 Staples Reservoir Evaluation/Design
05/09/2022	851953	Iaff	Payroll Clearing	$ 4,752.94	Payroll Summary
05/09/2022	851954	Ingram Library Service	Library	$ 17.67	59125672
05/09/2022	851954	Ingram Library Service	Library	$ 5.30	59125672
05/09/2022	851954	Ingram Library Service	Library	$ 17.70	59125673
05/09/2022	851954	Ingram Library Service	Library	$ 15.92	59125674
05/09/2022	851954	Ingram Library Service	Library	$ 17.11	59125674
05/09/2022	851954	Ingram Library Service	Library	$ 14.74	59125674
05/09/2022	851954	Ingram Library Service	Library	$ 62.09	59125675
05/09/2022	851954	Ingram Library Service	Library	$ 10.02	59125675
05/09/2022	851954	Ingram Library Service	Library	$ 17.10	59125676
05/09/2022	851954	Ingram Library Service	Library	$ 20.00	59125677

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	851954	Ingram Library Service	Library	$ 57.95	59125677
05/09/2022	851954	Ingram Library Service	Library	$ 18.00	59125678
05/09/2022	851954	Ingram Library Service	Library	$ 7.77	59125679
05/09/2022	851954	Ingram Library Service	Library	$ 22.99	59125680
05/09/2022	851954	Ingram Library Service	Library	$ 17.70	59125680
05/09/2022	851954	Ingram Library Service	Library	$ 11.20	59125680
05/09/2022	851954	Ingram Library Service	Library	$ 189.73	59125680
05/09/2022	851954	Ingram Library Service	Library	$ 15.59	59125681
05/09/2022	851954	Ingram Library Service	Library	$ 17.10	59125681
05/09/2022	851954	Ingram Library Service	Library	$ 17.10	59125682
05/09/2022	851954	Ingram Library Service	Library	$ 16.52	59125683
05/09/2022	851954	Ingram Library Service	Library	$ 14.74	59125683
05/09/2022	851954	Ingram Library Service	Library	$ 35.71	59125684
05/09/2022	851954	Ingram Library Service	Library	$ 34.22	59125684
05/09/2022	851954	Ingram Library Service	Library	$ 11.20	59145381
05/09/2022	851954	Ingram Library Service	Library	$ 11.20	59145381
05/09/2022	851954	Ingram Library Service	Library	$ 16.51	59145381
05/09/2022	851954	Ingram Library Service	Library	$ 16.51	59145381
05/09/2022	851954	Ingram Library Service	Library	$ 15.59	59145382
05/09/2022	851954	Ingram Library Service	Library	$ 15.59	59145382
05/09/2022	851954	Ingram Library Service	Library	$ 15.93	59145383
05/09/2022	851954	Ingram Library Service	Library	$ 15.93	59145383
05/09/2022	851954	Ingram Library Service	Library	$ 10.61	59145384
05/09/2022	851954	Ingram Library Service	Library	$ 10.61	59145384
05/09/2022	851954	Ingram Library Service	Library	$ 179.35	59145385
05/09/2022	851954	Ingram Library Service	Library	$ 179.35	59145385
05/09/2022	851954	Ingram Library Service	Library	$ 21.99	59145386
05/09/2022	851954	Ingram Library Service	Library	$ 17.70	59145386
05/09/2022	851954	Ingram Library Service	Library	$ 15.93	59145386
05/09/2022	851954	Ingram Library Service	Library	$ 17.70	59145386
05/09/2022	851954	Ingram Library Service	Library	$ 15.93	59145386
05/09/2022	851954	Ingram Library Service	Library	$ 21.99	59145386
05/09/2022	851954	Ingram Library Service	Library	$ 23.97	59145387
05/09/2022	851954	Ingram Library Service	Library	$ 16.52	59145387

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	851954	Ingram Library Service	Library	$ 23.97	59145387
05/09/2022	851954	Ingram Library Service	Library	$ 16.52	59145387
05/09/2022	851954	Ingram Library Service	Library	$ 46.45	59145388
05/09/2022	851954	Ingram Library Service	Library	$ 296.51	59145388
05/09/2022	851954	Ingram Library Service	Library	$ 46.45	59145388
05/09/2022	851954	Ingram Library Service	Library	$ 296.51	59145388
05/09/2022	851954	Ingram Library Service	Library	$ 298.02	59145389
05/09/2022	851954	Ingram Library Service	Library	$ 173.19	59145389
05/09/2022	851954	Ingram Library Service	Library	$ 148.46	59145389
05/09/2022	851954	Ingram Library Service	Library	$ 173.19	59145389
05/09/2022	851954	Ingram Library Service	Library	$ 148.46	59145389
05/09/2022	851954	Ingram Library Service	Library	$ 235.61	59145389
05/09/2022	851954	Ingram Library Service	Library	$ 10.61	59145389
05/09/2022	851954	Ingram Library Service	Library	$ 10.61	59145389
05/09/2022	851954	Ingram Library Service	Library	$ 235.61	59145389
05/09/2022	851954	Ingram Library Service	Library	$ 298.02	59145389
05/09/2022	851954	Ingram Library Service	Library	$ 4.77	59125685 Children's citizen science kits
05/09/2022	851954	Ingram Library Service	Library	$ 33.01	59125686 Tumbleweed
05/09/2022	851955	Insight Public Sector	Transit	$ 15,911.50	28 Tablets for Fixed Route Buses
05/09/2022	851952	I-State Truck	Fleet	$ 128.96	C251332769.01 PO NUM 314361
05/09/2022	851952	I-State Truck	Fleet	$ 290.58	C251333533.01 PO NUM 314407
05/09/2022	851952	I-State Truck	Solid Waste	$ 682.71	C251333090.01
05/09/2022	851952	I-State Truck	Street/Traffic	$ 265.36	C251333359.01
05/09/2022	851952	I-State Truck	Wastewater	$ 20.31	C251332839.01
05/09/2022	851952	I-State Truck	Wastewater	$ 152.67	C251332873.01
05/09/2022	851952	I-State Truck	Wastewater	$ 185.52	C251333168.01
05/09/2022	851952	I-State Truck	Wastewater	$ 1,828.23	C251333442.01
05/09/2022	851952	I-State Truck	Wastewater	$ (488.74)	C251333843.01
05/09/2022	851952	I-State Truck	Wastewater	$ 183.84	C253168581.01
05/09/2022	851959	Jacobs Engineering	Gas Tax	$ 1,221.56	Asset Management Program Project
05/09/2022	851959	Jacobs Engineering	Light Maint	$ 1,221.56	Asset Management Program Project
05/09/2022	851959	Jacobs Engineering	Storm Sewer	$ 2,504.21	Asset Management Program Project
05/09/2022	851959	Jacobs Engineering	Street/Traffic	$ 3,664.70	Asset Management Program Project
05/09/2022	851959	Jacobs Engineering	Wastewater	$ 8,184.49	Asset Management Program Project

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	851959	Jacobs Engineering	Water	$ 8,192.45	Asset Management Program Project
05/09/2022	851960	Joe Johnson Equipt	Fleet	$ 957.84	P00035 PO NUM 314370
05/09/2022	851960	Joe Johnson Equipt	Street/Traffic	$ 4,124.82	brooms for sweepers
05/09/2022	851960	Joe Johnson Equipt	Street/Traffic	$ 529.56	P00006
05/09/2022	851960	Joe Johnson Equipt	Street/Traffic	$ 1,183.18	P00018
05/09/2022	851960	Joe Johnson Equipt	Street/Traffic	$ 1,169.18	P00031
05/09/2022	851960	Joe Johnson Equipt	Street/Traffic	$ 174.26	P00045
05/09/2022	851960	Joe Johnson Equipt	Street/Traffic	$ 1,898.83	P00051
05/09/2022	851960	Joe Johnson Equipt	Street/Traffic	$ 535.53	P00052
05/09/2022	851962	JTLS Mechanical	Facilities	$ 4,462.80	Monthly service fee
05/09/2022	851962	JTLS Mechanical	Facilities	$ 181.67	Repair leaking drain line in ceiling of chiller room- Stillwater Building
05/09/2022	851962	JTLS Mechanical	Facilities	$ 130.00	Snake floor drain in the first floor mechanical room- Stillwater Building
05/09/2022	851962	JTLS Mechanical	Facilities	$ 185.63	troubleshoot 3rd floor zone #3 overheating- Stillwater Building
05/09/2022	851962	JTLS Mechanical	Facilities	$ 103.13	Reset chiller to clear lock out alarms- Stillwater Building
05/09/2022	851967	Kois Brothers	Fleet	$ 183.65	125963 PO NUM 314196
05/09/2022	851967	Kois Brothers	Fleet	$ 265.20	126058 PO NUM 314196
05/09/2022	851967	Kois Brothers	Solid Waste	$ 2,103.45	124925
05/09/2022	851967	Kois Brothers	Solid Waste	$ 47.28	125904
05/09/2022	851967	Kois Brothers	Solid Waste	$ 1,236.46	125960
05/09/2022	851967	Kois Brothers	Solid Waste	$ 71.42	125961
05/09/2022	851967	Kois Brothers	Solid Waste	$ 74.40	126038
05/09/2022	851967	Kois Brothers	Solid Waste	$ 72.00	126055
05/09/2022	851967	Kois Brothers	Street/Traffic	$ 1,471.98	125948
05/09/2022	851967	Kois Brothers	Water	$ 456.00	125994
05/09/2022	851970	L P Anderson Tire	Public Safety	$ 65.00	1976844
05/09/2022	851970	L P Anderson Tire	Public Safety	$ 65.00	1977036
05/09/2022	851970	L P Anderson Tire	Public Safety	$ 65.00	1977367
05/09/2022	851970	L P Anderson Tire	Public Safety	$ 65.00	1977447
05/09/2022	851970	L P Anderson Tire	Public Safety	$ 2,028.84	1977919
05/09/2022	851970	L P Anderson Tire	Public Safety	$ 65.00	1977974
05/09/2022	851970	L P Anderson Tire	Street/Traffic	$ 48.00	1976569
05/09/2022	851970	L P Anderson Tire	Street/Traffic	$ 158.00	1976957
05/09/2022	851970	L P Anderson Tire	Street/Traffic	$ 62.50	1976963
05/09/2022	851970	L P Anderson Tire	Street/Traffic	$ 87.50	1977020

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	851970	L P Anderson Tire	Street/Traffic	$ 62.50	1977166
05/09/2022	851970	L P Anderson Tire	Street/Traffic	$ 770.82	1977320
05/09/2022	851970	L P Anderson Tire	Street/Traffic	$ 104.00	1977396
05/09/2022	851970	L P Anderson Tire	Street/Traffic	$ 75.00	1977797
05/09/2022	851970	L P Anderson Tire	Street/Traffic	$ 57.50	1977798
05/09/2022	851975	Mail Tech Service	Central Services	$ 5,780.51	April, 2022
05/09/2022	851975	Mail Tech Service	General	$ 708.13	April, 2022
05/09/2022	851975	Mail Tech Service	Parking	$ 71.34	April, 2022
05/09/2022	851986	MFPE	Payroll Clearing	$ 2,783.75	Payroll Summary
05/09/2022	851979	Midland W Manufacture	Solid Waste	$ 2,595.60	18142
05/09/2022	851979	Midland W Manufacture	Street/Traffic	$ 250.00	18131
05/09/2022	851983	Montana CSED	Payroll Clearing	$ 4,324.61	Payroll Summary
05/09/2022	851992	Morrison Maierle	Transit	$ 19,956.06	Transit Training Parking Lot - Design
05/09/2022	851994	Moulton Bellingham	General	$ 144.00	Good Stuff Zoning Violations
05/09/2022	851994	Moulton Bellingham	General	$ 270.00	Stone et al v. COB
05/09/2022	851994	Moulton Bellingham	General	$ 5,935.50	Houser WWFF
05/09/2022	851994	Moulton Bellingham	General	$ 3,965.00	Abromeit et al v. COB
05/09/2022	851994	Moulton Bellingham	General	$ 1,420.00	County Water District Dispute
05/09/2022	851994	Moulton Bellingham	General	$ 6,517.50	McDaniel v. COB
05/09/2022	851996	MPPA	Payroll Clearing	$ 3,957.66	Payroll Summary
05/09/2022	851987	MT Honda & Marine	Fire Grants	$ 3,999.00	RESCUE WATERCRAFT TRAILER VWC-2P-14, VOYAGER 2023
05/09/2022	851988	MT Municipal Interlocal	Property Ins	$ 32,258.76	Liability Self Insurance for April 2022
05/09/2022	851989	MT Peterbilt	Fleet	$ 564.84	35525B PO NUM 314401
05/09/2022	851989	MT Peterbilt	Fleet	$ 65.10	36049B PO NUM 314401
05/09/2022	851989	MT Peterbilt	Fleet	$ 270.96	42891B PO NUM 314366
05/09/2022	851989	MT Peterbilt	Fleet	$ 12.40	44267B PO NUM 314366
05/09/2022	851989	MT Peterbilt	Fleet	$ 260.06	44721B PO NUM 314392
05/09/2022	851989	MT Peterbilt	Fleet	$ 74.96	44723B PO NUM 314392
05/09/2022	851989	MT Peterbilt	Solid Waste	$ 11,280.16	28792B
05/09/2022	851990	MT State Firemen	Payroll Clearing	$ 4,453.54	Payroll Summary
05/09/2022	851998	MT Waterworks	Wastewater	$ 5,151.20	18" SEWER REPAIR. 5TH AVE SO
05/09/2022	851998	MT Waterworks	Water	$ 77.00	1" X 100' POLY PIPE - SDR9 CTS 250#
05/09/2022	851998	MT Waterworks	Water	$ 2,843.00	BRIARWOOD RES ISOLATION VALVES
05/09/2022	851999	Napa Auto Parts	Building	$ 24.52	389978

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	851999	Napa Auto Parts	Building	$ 8.38	389981
05/09/2022	851999	Napa Auto Parts	Facilities	$ 7.49	388510
05/09/2022	851999	Napa Auto Parts	Fleet	$ 31.92	388368
05/09/2022	851999	Napa Auto Parts	Fleet	$ 67.15	388624
05/09/2022	851999	Napa Auto Parts	Fleet	$ 14.29	388856
05/09/2022	851999	Napa Auto Parts	Fleet	$ 104.84	388893
05/09/2022	851999	Napa Auto Parts	Fleet	$ 10.54	389651
05/09/2022	851999	Napa Auto Parts	Fleet	$ 22.14	390360
05/09/2022	851999	Napa Auto Parts	Fleet	$ 342.08	243175 PO NUM 314402
05/09/2022	851999	Napa Auto Parts	Fleet	$ 46.72	388061 PO NUM 314372
05/09/2022	851999	Napa Auto Parts	Fleet	$ 7.32	388620 PO NUM 314372
05/09/2022	851999	Napa Auto Parts	Fleet	$ 46.72	388625 PO NUM 314372
05/09/2022	851999	Napa Auto Parts	Fleet	$ 98.94	388669 PO NUM 314372
05/09/2022	851999	Napa Auto Parts	Fleet	$ 11.62	388826 PO NUM 314372
05/09/2022	851999	Napa Auto Parts	Fleet	$ 158.04	389055 PO NUM 314372
05/09/2022	851999	Napa Auto Parts	Fleet	$ 11.64	389342 PO NUM 314402
05/09/2022	851999	Napa Auto Parts	Fleet	$ 66.06	389406 PO NUM 314402
05/09/2022	851999	Napa Auto Parts	Fleet	$ (7.64)	389470 PO NUM 314402
05/09/2022	851999	Napa Auto Parts	Fleet	$ 79.05	389740 PO NUM 314402
05/09/2022	851999	Napa Auto Parts	Fleet	$ (23.59)	390477 PO NUM 314372
05/09/2022	851999	Napa Auto Parts	Fleet	$ 20.58	390557 PO NUM 314402
05/09/2022	851999	Napa Auto Parts	Fleet	$ 118.32	390774 PO NUM 314402
05/09/2022	851999	Napa Auto Parts	Fleet	$ 238.51	390828 PO NUM 314402
05/09/2022	851999	Napa Auto Parts	Fleet	$ (28.02)	391535 PO NUM 314402
05/09/2022	851999	Napa Auto Parts	General	$ 25.34	388198
05/09/2022	851999	Napa Auto Parts	General	$ 38.61	388244
05/09/2022	851999	Napa Auto Parts	General	$ 150.59	389661
05/09/2022	851999	Napa Auto Parts	General	$ 228.04	389738
05/09/2022	851999	Napa Auto Parts	General	$ 8.80	389749
05/09/2022	851999	Napa Auto Parts	General	$ (170.59)	389830
05/09/2022	851999	Napa Auto Parts	General	$ (8.80)	390085
05/09/2022	851999	Napa Auto Parts	Public Safety	$ 12.62	243048
05/09/2022	851999	Napa Auto Parts	Public Safety	$ 264.11	388060
05/09/2022	851999	Napa Auto Parts	Public Safety	$ 41.75	388062

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05/09/2022	851999	Napa Auto Parts	Public Safety	$ 15.18	388143
05/09/2022	851999	Napa Auto Parts	Public Safety	$ (41.25)	388296
05/09/2022	851999	Napa Auto Parts	Public Safety	$ 26.69	388430
05/09/2022	851999	Napa Auto Parts	Public Safety	$ 193.40	388822
05/09/2022	851999	Napa Auto Parts	Public Safety	$ 36.99	389614
05/09/2022	851999	Napa Auto Parts	Public Safety	$ 58.81	FIRE 3: TRUCK & WHEEL POLISH/WAX (B. Smith)
05/09/2022	851999	Napa Auto Parts	Solid Waste	$ 76.20	388106
05/09/2022	851999	Napa Auto Parts	Solid Waste	$ 47.08	389070
05/09/2022	851999	Napa Auto Parts	Solid Waste	$ 43.54	424334
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ 414.50	387847
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ (414.50)	387936
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ 50.70	388061
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ 5.88	388321
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ 15.21	389653
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ 59.19	389660
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ 14.79	389680
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ 44.26	389976
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ 73.17	390279
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ 52.83	390333
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ (73.17)	390474
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ 73.17	390555
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ 73.17	390559
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ (36.80)	390588
05/09/2022	851999	Napa Auto Parts	Street/Traffic	$ (73.17)	391148
05/09/2022	851999	Napa Auto Parts	Wastewater	$ 11.77	389944
05/09/2022	851999	Napa Auto Parts	Water	$ 59.19	389924
05/09/2022	851999	Napa Auto Parts	Water	$ 167.47	390038
05/09/2022	851999	Napa Auto Parts	Water	$ 81.13	390398
05/09/2022	851999	Napa Auto Parts	Water	$ 10.06	390484
05/09/2022	852004	NorthWestern Energy	Airport	$ 28,196.19	0100482-9. Vault Main Account. April 2022
05/09/2022	852004	NorthWestern Energy	Engineering	$ 49.16	Parking Lot Lights
05/09/2022	852004	NorthWestern Energy	General	$ 79.55	0712539-6
05/09/2022	852004	NorthWestern Energy	General	$ 160.93	0720841-6
05/09/2022	852004	NorthWestern Energy	General	$ 9.79	1635289-0

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05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 6.12	0722253-2
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 172.90	0722256-5
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 8.25	0722258-1
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 12.31	0722259-9
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 8.27	0722272-2
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 194.72	0722273-0
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 8.32	0722274-8
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 80.56	0722275-5
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 27.59	0722277-1
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 28.10	0722278-9
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 12.04	0722279-7
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 6.12	0722280-5
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 6.12	0722281-3
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 6.12	0722283-9
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 6.12	0722284-7
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 12.04	0722808-3
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 6.00	0722852-1
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 8.25	0722862-0
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 51.07	0722901-6
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 6.37	0722976-8
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 417.27	0722995-8
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 74.59	0723005-5
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 6.12	0723025-3
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ -	0723039-4
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 6.00	0723046-9
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 7.35	0723049-3
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 17.98	0723064-2
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 17.98	0723065-9
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 3.96	0723391-9
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 116.96	0723884-3
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 17.98	0723887-6
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 14.57	0920801-8
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 97.61	0999807-1
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 57.66	1141284-8

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05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 6.12	1156527-2
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 22.16	1160780-1
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 6.00	1230066-1
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 1.05	1692666-9
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 7.59	1902257-3
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 13.95	3020837-5
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 6.00	3477233-5
05/09/2022	852004	NorthWestern Energy	Park Dist 1	$ 384.43	3771457-3
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 5.52	0722272-2
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 6.12	0723384-4
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 7.86	0723385-1
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 7.86	0723386-9
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 7.86	0723387-7
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 7.86	0723388-5
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 2.65	0723391-9
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 0.81	0723392-7
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 6.85	0723393-5
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 6.12	0723394-3
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 6.12	0723395-0
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 6.12	0723396-8
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 6.12	0723397-6
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 6.12	0723398-4
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 6.12	0723835-5
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 8.25	0723836-3
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 6.25	0723840-5
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 6.29	0723879-3
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 6.61	0723883-5
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 0.81	0723885-0
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 1.05	0971824-8
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 0.82	1312707-1
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ -	1513796-1
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 39.92	1513800-1
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 9.06	1513802-7
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 16.17	1513804-3

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05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 6.85	1564209-3
05/09/2022	852004	NorthWestern Energy	Parks Maint	$ 1.28	2041362-1
05/09/2022	852004	NorthWestern Energy	Public Safety	$ 1,006.75	1183483-5
05/09/2022	852004	NorthWestern Energy	Public Safety	$ 410.85	1984155-0
05/09/2022	852004	NorthWestern Energy	Public Safety	$ 346.29	FIRE 6: 0100477-9 - MONTHLY ELECTRIC SERVICES
05/09/2022	852004	NorthWestern Energy	Radio	$ 179.54	0721580-9
05/09/2022	852004	NorthWestern Energy	Radio	$ 156.39	1006915-1
05/09/2022	852004	NorthWestern Energy	Street/Traffic	$ 39.80	1738989-1
05/09/2022	852004	NorthWestern Energy	Street/Traffic	$ 0.93	1797828-9
05/09/2022	852004	NorthWestern Energy	Street/Traffic	$ 6.85	2047000-1
05/09/2022	852004	NorthWestern Energy	Street/Traffic	$ 7.83	2047007-6
05/09/2022	852004	NorthWestern Energy	Street/Traffic	$ 6.97	2047010-0
05/09/2022	852004	NorthWestern Energy	Street/Traffic	$ 7.47	2047011-8
05/09/2022	852004	NorthWestern Energy	Street/Traffic	$ 7.35	2047013-4
05/09/2022	852004	NorthWestern Energy	Street/Traffic	$ 7.35	2047017-5
05/09/2022	852004	NorthWestern Energy	Street/Traffic	$ 7.59	2047018-3
05/09/2022	852004	NorthWestern Energy	Street/Traffic	$ 6.97	2047019-1
05/09/2022	852004	NorthWestern Energy	Street/Traffic	$ 13.23	3660075-7
05/09/2022	852004	NorthWestern Energy	Wastewater	$ -	0723383-6
05/09/2022	852004	NorthWestern Energy	Wastewater	$ 692.37	0723878-5
05/09/2022	852004	NorthWestern Energy	Wastewater	$ 8.33	1704025-4
05/09/2022	852004	NorthWestern Energy	Wastewater	$ 91.84	1704030-4
05/09/2022	852004	NorthWestern Energy	Wastewater	$ 1,173.19	2132749-9
05/09/2022	852004	NorthWestern Energy	Water	$ 504.05	0100478-7
05/09/2022	852004	NorthWestern Energy	Water	$ 9.62	0722249-0
05/09/2022	852004	NorthWestern Energy	Water	$ 2,465.22	0722270-6
05/09/2022	852006	Ostlund's Fire Protection	Airport	$ 2,851.45	4184 DW. Ops Center Fire Sprinkler Repair
05/09/2022	852009	Pen-Link LTD	PD Program	$ 2,865.20	PLX Software Maintenance and Support Renewal.
05/09/2022	852015	Public Utilities	Airport	$ 71.18	250828-Alpine Air-Maintenance
05/09/2022	852015	Public Utilities	Airport	$ 99.41	250831-Zone Dispatch-IP6 & IP7
05/09/2022	852015	Public Utilities	Airport	$ 49.50	250832-Corp Air/Alpine
05/09/2022	852015	Public Utilities	Airport	$ 177.24	250834-QTA
05/09/2022	852015	Public Utilities	Airport	$ 88.62	250836-West End T-Hangars
05/09/2022	852015	Public Utilities	Airport	$ 120.68	250840-Edwards Jet Center West

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05/09/2022	852015	Public Utilities	Airport	$ 92.78	250842-Executive Hangars
05/09/2022	852015	Public Utilities	Airport	$ 6.63	250842-Executive Hangars USDA APHIS
05/09/2022	852015	Public Utilities	Airport	$ 150.30	250843-Airfield Maintenance Compactor
05/09/2022	852015	Public Utilities	Airport	$ 120.24	250845-Airfield Maintenance
05/09/2022	852015	Public Utilities	Airport	$ 312.14	250847-UPS Gate 21
05/09/2022	852015	Public Utilities	Airport	$ 99.00	250848-Edwards Jet Center 1871 Aviation Place
05/09/2022	852015	Public Utilities	Airport	$ 99.41	250849-Rocky Mountain College-EJC
05/09/2022	852015	Public Utilities	Airport	$ 120.68	250850-US Postal Service Gate 15
05/09/2022	852015	Public Utilities	Airport	$ 141.82	250851-Edwards Jet Center 1691 Aviation Place
05/09/2022	852015	Public Utilities	Airport	$ 70.91	250853-Aerotronics
05/09/2022	852015	Public Utilities	Airport	$ 120.68	250854-Marchi Hangar
05/09/2022	852015	Public Utilities	Airport	$ 60.27	250855-Marchi Office
05/09/2022	852015	Public Utilities	Airport	$ 99.41	250857-MT State Lands DEQ/DNRC
05/09/2022	852015	Public Utilities	Airport	$ 99.41	250858-Billings Fire Center-BLM
05/09/2022	852015	Public Utilities	Airport	$ 49.50	250859-TSA
05/09/2022	852015	Public Utilities	Park Dist 1	$ 99.41	255552
05/09/2022	852015	Public Utilities	Solid Waste	$ 15.80	273982
05/09/2022	852015	Public Utilities	Solid Waste	$ 12.60	273983
05/09/2022	852015	Public Utilities	Wastewater	$ 2,608.80	111176
05/09/2022	852019	Rimrock Foundation	PD Program	$ 28,049.09	Reimbursement of COSSAP expenses for Qtr. ending 3/31/2022.
05/09/2022	852020	Riverside Contract	Arterial Streets	$ 17,737.63	WO 20-15 Wicks Lane Improvements; 7F WO2015 Riverside
05/09/2022	852022	Rocky MT Compost	Park Dist 1	$ 2,600.00	playground chips for Terry new playground - 20905
05/09/2022	852023	Rocky Mt Health Network	City Ins Fund	$ 7,800.00	Healthy Is-Corporate Wellness and Health Behavior Change Program
05/09/2022	852029	Salsbury Industries	Public Safety	$ 4,342.22	Salsbury CS-717672, lockers for barn
05/09/2022	852031	SHI International Corp	Facilities	$ 406.45	Adobe Pro 2020 -Bonnie, Facilities
05/09/2022	852031	SHI International Corp	IT Resources	$ 11,391.30	75TB increase -Wasabi Cloud Storage
05/09/2022	852034	Solid Waste Systems	Fleet	$ 574.17	143331 PO NUM 314375
05/09/2022	852034	Solid Waste Systems	Fleet	$ 273.19	143396 PO NUM 314409
05/09/2022	852034	Solid Waste Systems	Solid Waste	$ 690.06	143031
05/09/2022	852034	Solid Waste Systems	Solid Waste	$ 2,015.88	143035
05/09/2022	852034	Solid Waste Systems	Solid Waste	$ 1,634.23	143084
05/09/2022	852034	Solid Waste Systems	Solid Waste	$ 466.30	143085
05/09/2022	852034	Solid Waste Systems	Solid Waste	$ 1,253.78	143320
05/09/2022	852036	Spencer Industries	Solid Waste	$ 2,270.25	31914872

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05/09/2022	852036	Spencer Industries	Street/Traffic	$ 1,452.66	31914886
05/09/2022	852036	Spencer Industries	Street/Traffic	$ 402.58	31920289
05/09/2022	852036	Spencer Industries	Water	$ 287.77	NONSTOCKING ITEMS-P.U.D.
05/09/2022	852041	T.W. Clark Const	Facilities	$ 8,613.01	South Park hail damage repair
05/09/2022	852047	TNT Springs	Fleet	$ 3,152.63	210304 PO NUM 314379
05/09/2022	852047	TNT Springs	Public Safety	$ 92.44	210736
05/09/2022	852048	Toole Design Group	Planning	$ 7,986.50	SAFE ROUTES TO SCHOOL UPDATE
05/09/2022	852049	Town & Country Supply	Airport	$ 16,622.58	3900 Gallons Dyed #2 for Operations
05/09/2022	852049	Town & Country Supply	Fleet	$ 47,753.88	426371 PO NUM 314369
05/09/2022	852049	Town & Country Supply	Fleet	$ 39,346.12	426380 PO NUM 314400
05/09/2022	852051	Trane Co	Water	$ 19,843.00	Trane 25-Ton Air Conditioning Unit with Heat
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 103.84	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 11.60	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 609.90	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 110.00	A1 Jds Lock - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 72.50	A1 Jds Lock - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 250.00	Aaae - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 390.83	Aerotronics Inc Tfbo - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 8.99	Albertsons #4041 - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 109.90	Albertsons #4041 - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 2.99	Albertsons #4041 - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 1,013.65	All Skidsteers, Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 90.00	Alpine Plumbing Heating A - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 718.00	Alpine Plumbing Heating A - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 235.24	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 861.85	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 1,061.94	Amazon.Com*1H4Nu8Pv1 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 85.00	Amazon.Com*1N4Ne3830 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 520.00	Amzn Mktp Us*1A3Yq3Cu0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 374.97	Amzn Mktp Us*1A6Gb7Rp0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 65.38	Amzn Mktp Us*1A8R46Nm1 Am - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 24.07	Applied Ind Tech 2422 - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 134.04	Applied Ind Tech 2422 - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 240.97	Arkansas Flag And Bann - PCard

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05/09/2022	ACH	U.S. Bank PCards	Airport	$ 666.00	Big Sky Fire Equipment - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 35.00	Big Sky Fire Equipment - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 312.66	Billings Construction Sup - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 253.32	Billings Construction Sup - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 301.84	Buildersfirstsource64021 - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 38.74	C&B Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 344.27	C&B Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 231.28	C&B Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 33.30	Culligan Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 100.99	Dtv*Directv Service - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 97.68	Ecms - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 111.11	Ecolab Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 122.34	Ecolab Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 413.63	Ecolab Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 192.09	Ecolab Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 128.86	Ecolab Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 32.13	Evergreen Ace Hardware - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 1,531.87	Ferguson Ent #1342 - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 50.92	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 119.95	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 185.00	Gilbert L. Floyd Snap - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 188.00	Gilbert L. Floyd Snap - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 421.83	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 226.86	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 53.68	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 297.74	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 226.86	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 149.19	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 725.00	H&E Equipment Services - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 375.00	Historical Society-Gift - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 124.00	Hose And Rubber Supply Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 16.20	Hose And Rubber Supply Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 45.18	Hose And Rubber Supply Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 96.19	Hose And Rubber Supply Bi - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 65.00	In *Beartooth Fire Protec - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 639.50	In *Beartooth Fire Protec - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 660.00	In *Billings Overhead Doo - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 40.00	In *Cotter'S Sewer, Septi - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 2,790.90	Jares Fence Company Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 305.36	Kb Commercial Products - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 277.26	Kb Commercial Products - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 1,144.62	Kb Commercial Products - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 2,217.61	Kb Commercial Products - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 2,121.43	Kimball Midwest Payeezy - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 269.92	Kimball Midwest Payeezy - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 79.58	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 145.12	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 22.00	Lp Anderson - Point S, Dt - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 578.00	Lp Anderson - Point S, Dt - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 1,160.00	Midland Printing - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 110.39	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 743.49	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 149.42	Norco Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 169.00	North Coast Electric - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 52.93	North Coast Electric - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ (19.96)	North Coast Electric - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 53.31	Northwest Pipe Fittings - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 119.99	O'Reilly Auto Parts 1551 - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 16.68	Pzg**Mt Dept Of Ag Onl - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 50.00	Pzg**Mt Dli Ebiz - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 15.00	Redd'S Prints And Signs I - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 198.00	Redd'S Prints And Signs I - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 230.00	Redd'S Prints And Signs I - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 117.99	Rock Rooster Foot - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 1,503.00	S Conley Sales Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 445.75	Sign Pro Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 445.75	Sign Pro Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 175.50	Spic And Span - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 66.00	Spic And Span - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 55.00	Spic And Span - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 180.15	Sq *Hotsy Wy-Mont - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 490.00	Sq *Tom Pointer - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 364.90	State Chemic*State Che - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 722.14	State Chemic*State Che - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 1,000.00	State Chemic*State Che - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 775.00	The Montana Quarterly - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 2,000.00	Transportation Security - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 25.43	Usda Aphis Act Hldr - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 105.95	Walgreens #11503 - PCard
05/09/2022	ACH	U.S. Bank PCards	Airport	$ 14.99	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 8.98	Amazon.Com*162Bs25L0 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 36.50	American Water Technol - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 41.85	Amzn Mktp Us*1A5Bs9Uv2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 55.63	Amzn Mktp Us*1O0Ve0Iw1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 15.88	Billings Construction Sup - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 66.88	Cenex Zip Trip09905795 - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 39.88	Conoco - High Country Tra - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 31.67	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 226.48	Delta Hotels - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 339.72	Delta Hotels - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 206.12	Delta Hotels - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 206.12	Delta Hotels - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 50.00	Eb 406 Notary Confere - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 65.93	Exxonmobil 45941648 - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 79.00	Inmagine Lab Pte Ltd - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 646.00	Int'L Code Council Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 31.83	Kelley Connect - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 1,000.00	Lithia Cjd Of Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Building	$ 69.83	The Home Depot #3101 - PCard
05/09/2022	ACH	U.S. Bank PCards	CDBG	$ 80.95	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	CDBG	$ 43.90	Amazon.Com*1A0J59Ov1 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	CDBG	$ 24.90	Amzn Mktp Us*1H2Qa0041 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	CDBG	$ 19.00	Amzn Mktp Us*1H9Kk0941 - PCard
05/09/2022	ACH	U.S. Bank PCards	CDBG	$ 12.95	Canva* I03373-38443755 - PCard
05/09/2022	ACH	U.S. Bank PCards	CDBG	$ 2,548.20	Cncs - PCard
05/09/2022	ACH	U.S. Bank PCards	CDBG	$ 2,301.60	Cncs - PCard
05/09/2022	ACH	U.S. Bank PCards	CDBG	$ 2,301.60	Cncs - PCard
05/09/2022	ACH	U.S. Bank PCards	CDBG	$ 119.95	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	CDBG	$ 128.68	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	CDBG	$ 69.79	Store*Topz Sandwich Co - PCard
05/09/2022	ACH	U.S. Bank PCards	CDBG	$ 35.00	Wild Ginger - PCard
05/09/2022	ACH	U.S. Bank PCards	CDBG	$ 150.00	Www.Nwmt.Org - PCard
05/09/2022	ACH	U.S. Bank PCards	CDBG	$ 150.00	Www.Nwmt.Org - PCard
05/09/2022	ACH	U.S. Bank PCards	Central Services	$ 519.84	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Court Grants	$ 29.80	Albertsons #0038 - PCard
05/09/2022	ACH	U.S. Bank PCards	Court Grants	$ 20.92	Albertsons #4041 - PCard
05/09/2022	ACH	U.S. Bank PCards	Court Grants	$ 705.00	Billings Ink And Toner, I - PCard
05/09/2022	ACH	U.S. Bank PCards	Court Grants	$ 222.73	Copy Right - PCard
05/09/2022	ACH	U.S. Bank PCards	Court Grants	$ 27.50	Dollar Tree - PCard
05/09/2022	ACH	U.S. Bank PCards	Court Grants	$ 41.47	Papa John'S #1945 - PCard
05/09/2022	ACH	U.S. Bank PCards	Court Grants	$ 28.40	Sober Camel - PCard
05/09/2022	ACH	U.S. Bank PCards	Court Grants	$ 80.00	Sq *The Grand Escape Room - PCard
05/09/2022	ACH	U.S. Bank PCards	Court Grants	$ 65.23	Target 00013334 - PCard
05/09/2022	ACH	U.S. Bank PCards	Court Grants	$ 15.55	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 294.12	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 49.50	4Te*Fps/Mountain Alarm - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 63.80	4Te*Fps/Mountain Alarm - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 162.40	Aces Brand Imaging - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 144.38	Amzn Mktp Us*1A1O57Wn0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 84.80	Amzn Mktp Us*1H1228Qs0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 23.99	Amzn Mktp Us*1H1Qa3Hk0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 110.23	Amzn Mktp Us*1H5Gf9Vs2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 360.00	Awwa.Org - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 50.00	Billing Times Publishi - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 62.00	Chicago Books & Journals - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 211.36	Hampton Inn Great Falls - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 450.00	Meetings Northwest, Incor - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 41.84	Northwest Industrial Supp - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 32.45	Office Depot #2135 - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 76.25	Rockets Gourmet Wraps - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 18.00	Selby'S - PCard
05/09/2022	ACH	U.S. Bank PCards	Engineering	$ 15.55	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 12.50	4Te*Fps/Mountain Alarm - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 75.00	4Te*Fps/Mountain Alarm - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 90.00	Ace Electric - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 258.42	Action Electric - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 469.46	Air Controls-Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 95.00	Air Controls-Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 749.12	Airfiltersdelivered - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 193.60	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 144.45	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 46.00	Batteries+Bulbs #0253 - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ (29.99)	Best Buy 00005926 - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 29.99	Best Buy 00005926 - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 1,133.88	Cdw Govt #V683156 - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 59.99	Fedex Office 00000828 - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 15.00	Glacier Express Car Wash - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 8.06	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 38.51	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 73.56	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 379.44	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 808.14	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 179.00	Jares Fence Company Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 619.20	Kb Commercial Products - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 619.20	Kb Commercial Products - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 2.56	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 33.20	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 21.12	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 26.48	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 289.21	Montana Broom & Brush Co1 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 625.63	Montana Broom & Brush Co1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 421.68	Montana Broom & Brush Co1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 35.00	Pzg**Mt Dli Ebiz - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 320.00	Snow Crest Chemicals - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 1,511.00	Sq *Rolling Right Door Se - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 673.00	Sq *Rolling Right Door Se - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 2,202.48	State Chemic*State Che - PCard
05/09/2022	ACH	U.S. Bank PCards	Facilities	$ 36.00	West End Lock And Secur - PCard
05/09/2022	ACH	U.S. Bank PCards	Fire Grants	$ 1,000.00	Power Motorsports - PCard
05/09/2022	ACH	U.S. Bank PCards	Fleet	$ 40.94	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Fleet	$ 25.08	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Fleet	$ 117.35	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Fleet	$ 1.29	Interstate All Battery - PCard
05/09/2022	ACH	U.S. Bank PCards	Fleet	$ 82.41	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Fleet	$ 89.85	Motorcraftservice.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 51.30	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 69.98	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 7.25	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 48.30	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 86.18	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 13.05	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 41.55	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 12.67	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 45.00	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 52.86	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 45.00	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 87.74	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 79.26	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 38.00	Aaim - Services - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 14.99	Adobe *800-833-6687 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 52.99	Adobe Creative Cloud - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 52.99	Adobe Creative Cloud - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 58.42	Adobe Creative Cloud - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 52.99	Adobe Creative Cloud - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	General	$ 52.99	Adobe Creative Cloud - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 14.99	Adobe Pdf Pack Subs - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 99.00	Aea Online Course-Ed - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 75.03	Albertsons #0038 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 4.74	Albertsons #0630 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 14.06	Albertsons #1227 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 15.60	Albertsons #4025 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 493.44	Allegra - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 381.21	Allegra - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 22.01	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 19.12	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 51.76	Altec Industries, Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 8.99	Amazon.Com*162Bs25L0 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 19.98	Amazon.Com*168An2U31 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 30.76	Amazon.Com*1A13O9E62 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 144.00	American Red Cross - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 35.00	American Red Cross - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 4.99	Ampd Resistance - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ (251.91)	Amzn Mktp Us - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ (27.99)	Amzn Mktp Us - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 13.00	Amzn Mktp Us*161Ej1Nw1 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 57.77	Amzn Mktp Us*161Ej1Nw1 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 71.98	Amzn Mktp Us*1677A27Z0 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 298.77	Amzn Mktp Us*1A0Ce50F0 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 135.85	Amzn Mktp Us*1A2D10Gf1 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 52.61	Amzn Mktp Us*1A3Lp51L2 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 78.79	Amzn Mktp Us*1A3Sp9J52 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 14.89	Amzn Mktp Us*1A4071Mo0 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 547.98	Amzn Mktp Us*1A5Mi8030 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 13.99	Amzn Mktp Us*1A7L153J2 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 24.65	Amzn Mktp Us*1A8Xs8302 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 14.30	Amzn Mktp Us*1A8Y93Ls0 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 24.65	Amzn Mktp Us*1H0Ak8X42 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 295.82	Amzn Mktp Us*1O3Um3Im1 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	General	$ 28.99	Amzn Mktp Us*1O6Ul4Dy1 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 99.99	B&H Photo 800-606-6969 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 119.90	Billings Army Navy Surplu - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 53.00	Bin 119 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 51.00	Bin 119 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 34.99	Buddy Punch - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 175.00	Buddy Punch - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 315.98	Canon Direct - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 40.08	Cenex Zip Trip07082662 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 54.26	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 76.71	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 31.68	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 900.00	Desert Mtn Broadcasting - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 31.25	Dollar Tree - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 25.00	Dollar Tree - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 36.25	Dollar Tree - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 50.00	Eb 406 Notary Confere - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 523.89	Econo Print - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 116.13	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 131.77	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 128.68	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 253.98	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 112.71	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 93.24	Galles Filter And Exhaust - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 49.90	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 383.01	Holiday Inn Great Falls - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 340.89	Holiday Inn Great Falls - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 191.50	Holiday Inn Great Falls - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 383.01	Holiday Inn Great Falls - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 191.51	Holiday Inn Great Falls - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 65.06	Holiday Stations 0724 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 240.73	Holland Supply Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 445.69	Idu*Insight Public Sec - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 89.25	Issa Intl Sports Scien - PCard

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05/09/2022	ACH	U.S. Bank PCards	General	$ 99.15	Jimmy Johns - 1646 - E - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 591.50	Juli Pierce Law Pllc - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 38.50	Kelley Connect - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 31.83	Kelley Connect - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 14.99	Kettlebell Ampd - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 5.99	Kettlebell Ampd Unplug - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 21.21	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 135.92	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 131.01	Knife River 5601 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 1,000.00	Laurel Ford - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 1,000.00	Laurel Ford - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 20.68	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 189.00	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 301.56	Marketing Specialtites - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 1,113.00	Meadow Green Sales - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 96.00	Meadow Green Sales - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 314.10	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 123.30	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 1,980.98	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ (40.00)	Mtleague - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ (40.00)	Mtleague - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 127.78	National Academy Of Spor - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 89.32	Nrpa Operating - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 178.64	Nrpa Operating - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 291.62	Nrpa Operating - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 178.64	Nrpa Operating - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 15.98	Office Depot #2135 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 1,425.40	Omni Shoreham Hotel - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 1,425.40	Omni Shoreham Hotel - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 53.00	Overhead Door-S Mont - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 29.00	Pepsicola Bottling Compan - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 239.43	Pizza Hut #1714 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 145.87	Sherwin Williams 703429 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 79.99	Spectrum - PCard

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05/09/2022	ACH	U.S. Bank PCards	General	$ 164.43	Sq *Mt Mobile Shred - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 59.00	Stacked A Montana Grill - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 629.94	Staples Direct - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 1.98	Target 00001719 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 73.97	Target 00001719 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 116.90	Target 00001719 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 96.90	Target 00001719 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 69.98	Target 00013334 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 95.50	Target 00013334 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 682.69	Thomson West*Tcd - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 1,613.81	Thomson West*Tcd - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 379.05	Toner Buzz - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 417.60	United 0162404945018 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 26.63	Wal-Mart #1956 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 25.68	Wal-Mart #1956 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 20.70	Wal-Mart #1956 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 11.60	Wal-Mart #2923 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 53.00	Walmart.Com Aa - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 89.50	West End Lock And Secur - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 220.00	West End Lock And Secur - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 89.50	West End Lock And Secur - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 79.75	Wheniwork.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 703.00	Wilbur Ellis Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 34.36	Wm Supercenter #2923 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 346.82	Wm Supercenter #2923 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 10.72	Wm Supercenter #2923 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 239.88	Www.Wevideo.Com/Charge - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 14.99	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 49.00	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 44.98	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard

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05/09/2022	ACH	U.S. Bank PCards	General	$ 57.05	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 68.40	Zumba Fitness - PCard
05/09/2022	ACH	U.S. Bank PCards	General	$ 35.00	Zumbini - PCard
05/09/2022	ACH	U.S. Bank PCards	IT Resources	$ 34.50	4Te*Fps/Mountain Alarm - PCard
05/09/2022	ACH	U.S. Bank PCards	IT Resources	$ 6.59	Amzn Mktp Us*1A6K17Ur2 Am - PCard
05/09/2022	ACH	U.S. Bank PCards	IT Resources	$ 299.94	Amzn Mktp Us*1A8Qa69D0 - PCard
05/09/2022	ACH	U.S. Bank PCards	IT Resources	$ 24.99	Amzn Mktp Us*1H9Lc9F92 - PCard
05/09/2022	ACH	U.S. Bank PCards	IT Resources	$ 144.00	Codepen.Io/Charge - PCard
05/09/2022	ACH	U.S. Bank PCards	IT Resources	$ 196.24	Days Inn & Suites Downto - PCard
05/09/2022	ACH	U.S. Bank PCards	IT Resources	$ 642.20	Delta Air 0062157628108 - PCard
05/09/2022	ACH	U.S. Bank PCards	IT Resources	$ 99.50	Dlvr.It - PCard
05/09/2022	ACH	U.S. Bank PCards	IT Resources	$ 95.97	Newegg Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	IT Resources	$ 242.35	Newegg Marketplace - PCard
05/09/2022	ACH	U.S. Bank PCards	IT Resources	$ 817.50	Rapidsupplies.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	IT Resources	$ 537.00	Sp Ubiquiti Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	IT Resources	$ 1,259.00	Ubiquiti Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	IT Resources	$ 42.87	Wal-Mart #2923 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 25.22	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ (12.37)	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 129.98	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 83.94	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 193.62	4Imprint, Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 82.50	4Te*Fps/Mountain Alarm - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 179.88	Adobe Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 225.00	Albertsons #0047 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 9.00	Albertsons #0047 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 173.82	Albertsons #4041 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 105.50	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 8.99	Amazon.Com*160Dr8D42 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 7.99	Amazon.Com*160Ev2W80 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 17.99	Amazon.Com*163Ar6Rp2 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 9.99	Amazon.Com*163R60X80 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 10.99	Amazon.Com*164J61Eg2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 9.99	Amazon.Com*167Yv5Dh1 Amzn - PCard

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05/09/2022	ACH	U.S. Bank PCards	Library	$ 263.49	Amazon.Com*168532Ua1 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 23.08	Amazon.Com*168S06U40 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 15.99	Amazon.Com*1A38X8Xf1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 10.99	Amazon.Com*1A7Ab0Vz1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 15.99	Amazon.Com*1H1959Hm2 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 18.42	Amazon.Com*1H37P8Rq1 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 23.99	Amazon.Com*1H4Q46C31 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 24.82	Amazon.Com*1H5Wp8Xy1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 9.99	Amazon.Com*1H5Y99Hm2 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 4.16	Amazon.Com*1H86M0Kb0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 29.99	Amazon.Com*1H8Qu6Cs1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 24.82	Amzn Mktp Us*160Cj41D0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 9.95	Amzn Mktp Us*1618C6F82 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 5.99	Amzn Mktp Us*163Jf25F0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 14.04	Amzn Mktp Us*163Kh2Z02 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 16.95	Amzn Mktp Us*1643B9B51 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 14.95	Amzn Mktp Us*1648U2Aa2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 5.78	Amzn Mktp Us*164T606D2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 9.95	Amzn Mktp Us*164Tg1W01 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 29.98	Amzn Mktp Us*164X13Wt1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 12.49	Amzn Mktp Us*167848A90 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 33.97	Amzn Mktp Us*167K77Pj0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 41.95	Amzn Mktp Us*167Pf4Pv0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 13.24	Amzn Mktp Us*167Va10J0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 7.58	Amzn Mktp Us*1A1Il0Em1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 72.57	Amzn Mktp Us*1A2736Eo1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 34.93	Amzn Mktp Us*1A2736Eo1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 16.99	Amzn Mktp Us*1A4Jl8Wf0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 25.84	Amzn Mktp Us*1A8Lq8Q61 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 7.28	Amzn Mktp Us*1A9Mv5Xg1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 21.99	Amzn Mktp Us*1H3Go0Sq0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 23.17	Amzn Mktp Us*1H42R9Ns1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 53.98	Amzn Mktp Us*1H5A72Cd0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 7.49	Amzn Mktp Us*1H6M77Hy2 Am - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Library	$ 25.16	Amzn Mktp Us*1H6Oq7Dh0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 17.60	Amzn Mktp Us*1H7084Dy2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 6.98	Amzn Mktp Us*1H7Ey1Np0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 57.77	Amzn Mktp Us*1H8Oe9200 Am - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 30.99	Amzn Mktp Us*1H9K27Pq0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 9.99	Amzn Mktp Us*1N4Og87X2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 38.57	Amzn Mktp Us*1N4Qx9H92 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 6.39	Amzn Mktp Us*1O6Nv4Dx1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 193.89	Archival Methods - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 28.00	Barnes&Noble.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 29.00	Barnes&Noble.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 230.96	Best Buy 00005926 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 46.00	Big Lots Stores - #1923 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 49.66	Book Outlet - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 5.18	Boston Harbor - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 57.50	Collaborative Summer Libr - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 29.20	Collaborative Summer Libr - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 7.99	Cost Plus Wld #203 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 158.51	Demco Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 421.18	Demco Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 66.75	Dollar Tree - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 50.00	Facebk *J7Wwdefjb2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 38.94	Facebk *My6J3B7Jb2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 59.34	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 108.99	Gamestop - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 279.88	Gamestop - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 11.78	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 27.78	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 27.78	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 79.18	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 10.86	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 166.68	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 26.60	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 23.98	Hobby-Lobby #251 - PCard

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05/09/2022	ACH	U.S. Bank PCards	Library	$ 15.77	Hobby-Lobby #251 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 60.84	Homedepot.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 60.84	Homedepot.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 234.45	Imagestuff.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 1,130.00	In *Sensource, Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 79.29	Joann Stores #2315 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 131.53	Kb Commercial Products - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 10.00	Liberty & Vine Country St - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 394.42	Nationalaud - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 40.00	Ntl Cntr For Safety - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 27.27	Rps Corporation - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 60.46	Samsclub #4805 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 23.48	Samsclub #4805 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 120.00	Sq *315 Tech - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 130.00	Sq *Ebon Coffee Col - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 72.00	Sq *The Sourdough B - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 248.25	Target 00013334 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 39.94	The Home Depot #3101 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 17.40	The Home Depot #3101 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ (60.84)	The Home Depot #3106 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 65.97	Wal-Mart #2923 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 18.80	Walmart.Com Aa - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 52.42	Wm Supercenter #2923 - PCard
05/09/2022	ACH	U.S. Bank PCards	Library	$ 149.27	Zoro Tools Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 213.43	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 17.00	Albertsons #4025 - PCard
05/09/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 529.37	Amzn Mktp Us*1A1O57Wn0 - PCard
05/09/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 52.24	Amzn Mktp Us*1H2Zg41Z1 - PCard
05/09/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 19.99	Billingsgazettethriftynck - PCard
05/09/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 239.88	Linkedin 6820876706 - PCard
05/09/2022	ACH	U.S. Bank PCards	P.W. Admin	$ 15.55	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 12.66	360 Office Solutions Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 51.30	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 153.10	A & I Distributors - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 125.64	A & I Distributors - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 169.95	A And H Turf And Specialt - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 52.99	Adobe Creative Cloud - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 29.99	Adobe Stock - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 19.38	Albertsons #0047 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 236.54	Am Leonard - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 147.80	Am Leonard - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 21.98	Amazon.Com*1H6Kn1Cx1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 34.06	Amazon.Com*1O0Ze9Z21 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 9.96	Amzn Mktp Us*169Kw4Z02 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 31.98	Amzn Mktp Us*169W88D80 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 12.98	Amzn Mktp Us*1A30T1Ew2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 7.99	Amzn Mktp Us*1O8957Zu1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 346.73	Anderson Towing Llc - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 54.50	Archie Cochrane Ford - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 21.99	Autozone #3772 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 21.99	Autozone #3772 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 52.50	Batteries+Bulbs #0253 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 2,054.31	Bettymills.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 18.90	Bettymills.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1.53	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 47.01	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 18.68	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 9.85	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 27.34	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 2.63	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 62.22	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 34.34	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 45.84	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 120.00	Billings Construction Sup - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 97.00	Billings Construction Sup - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 54.85	Billings Hardware & Servi - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 98.97	Billings Hardware & Servi - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 11.89	Billings Hardware & Servi - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 60.95	Botanical Research Instit - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 28.81	Business Expert Press - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1,676.68	C&B Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 69.42	Conoco - Eddies Corner - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 31.95	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 265.00	Cy-Corp Trailer - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 163.00	Cy-Corp Trailer - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 41.94	Evergreen Ace Hardware - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 12.98	Evergreen Ace Hardware - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 12.99	Evergreen Ace Hardware - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 101.16	Ferguson Ent #1342 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 112.71	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ (128.68)	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 88.46	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 53.17	Graybar Electric - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 230.85	Graybar Electric - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 41.68	Graybar Electric - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 168.07	Graybar Electric - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 17.60	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 257.78	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 9.99	Harbor Freight Tools 207 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 45.44	Harbor Freight Tools 207 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 10.77	Heights Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 46.55	Heights Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 383.01	Holiday Inn Great Falls - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 29.79	Hose & Rubber Supply - Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 3.48	Hose & Rubber Supply - Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 25.75	Hose & Rubber Supply - Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 176.94	Hose And Rubber Supply Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 199.00	Industrial Sales And Se - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 71.00	Jares Fence Company Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 77.11	Kb Commercial Products - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 19.95	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 23.98	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 2.60	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 37.54	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 8.97	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 141.00	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 55.94	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 18.87	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 6.80	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 39.98	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 60.97	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 54.41	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 30.98	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 59.28	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 28.33	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 49.84	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 64.76	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 17.94	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 29.16	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 8.38	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 20.75	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 146.10	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 26.97	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1.84	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 25.84	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 143.58	Knife River 5601 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 45.00	Knife River 5601 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 90.00	Knife River 5601 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 45.00	Knife River 5601 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1,825.42	Knife River 5601 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 90.00	Knife River 5601 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 45.00	Knife River 5601 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 45.00	Knife River 5601 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 380.00	Lisacs Billingstire Sp - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 248.00	Lisacs Billingstire Sp - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 7.98	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 10.98	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 5.88	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 184.96	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 35.95	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 374.92	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 49.90	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 38.64	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 23.17	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 834.77	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1,133.95	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 23.17	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 149.97	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 203.17	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 53.10	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 29.56	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 164.56	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 463.00	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 72.00	Mojo Graph* Billings P - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 96.00	Mojo Graph* Billings P - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 108.00	Mojo Graph* Billings P - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 677.40	Mountain Supply - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 174.40	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 49.99	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 17.76	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 17.00	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 93.89	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1.56	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 68.00	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 2.84	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 129.36	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 51.34	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 68.48	Napa Store 3547001 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 45.63	Napa Store 3547007 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 555.50	Nc The Cat Rental St - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 54.19	Norco Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 28.68	Norco Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 12.29	Northwest Pipe Fittings - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 44.66	Nrpa Operating - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 367.12	Nrpa Operating - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 12.99	O'Reilly Auto Parts 1549 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 2.99	O'Reilly Auto Parts 1551 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 24.99	O'Reilly Auto Parts 1751 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 118.01	Pacific Steel Branch #02 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 208.75	Purvis Industries 68 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 64.00	Selby'S - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 118.30	Selby'S - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 71.84	Sherwin Williams 703203 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 491.12	Sherwin Williams 703203 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 546.72	Sherwin Williams 703203 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 798.07	Sherwin Williams 703203 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 239.99	Shipton'S Big R-West - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 35.98	Shipton'S Big R-West - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 411.92	Shipton'S Big R-West - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 209.97	Shipton'S Big R-West - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ (179.98)	Shipton'S Big R-West - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1,058.74	Signature Fuel - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1,886.46	Snappyduds - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 45.00	Snappyduds - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 30.00	Snappyduds - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 17.00	Snappyduds - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1,114.00	Spencer Fluid Power Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 130.00	Sports Turf Managers - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 573.75	The Good Earth Works Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 44.27	The Ups Store 2594 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1,026.72	Thomae Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 270.97	Thomae Billings - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 36.56	Tire Rama 105 It - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 20.00	Tire Rama 105 It - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 36.30	Tire Rama 105 It - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 168.65	Torgersons Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 262.65	Tractor & Equipment - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 25.94	Tractor-Supply-Co #0303 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 3,045.00	Treasure State Seed - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1,680.00	Watertronics Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 72.00	West End Lock And Secur - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 45.84	Wm Supercenter #1956 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 32.88	Wm Supercenter #4412 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 1,931.03	Yellowstone Polaris - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 279.10	Yellowstone Polaris - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 19.00	Yellowstone Valley Elect - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 17.79	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Dist 1	$ 145.00	Ztl*Zee Creative - PCard
05/09/2022	ACH	U.S. Bank PCards	Park Prgrms	$ 175.00	International Bronze Plaq - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 32.21	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 155.54	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 33.90	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 18.24	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 141.94	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 100.05	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 1,220.00	Amzn Mktp Us*1A0Ur60I0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 880.00	Amzn Mktp Us*1A25Q4Fj2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 8.10	Car Wash Systems, Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 5.00	Car Wash Systems, Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 1.00	City Of Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 2.00	City Of Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 1.00	City Of Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 2.00	City Of Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 1.00	Co Billings Park2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 1.00	Co Billings Park3 - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 11.59	Costco Whse #0069 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 299.99	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 38.67	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 23.06	Fedex 99798025 - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 658.08	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 12.99	Harbor Freight Tools 207 - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 7.98	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 1.38	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 9.99	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 19.98	Napa Store 3547007 - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 8.99	Office Depot #2135 - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 1,259.00	Ubiquiti Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 37.78	Wal-Mart #2923 - PCard
05/09/2022	ACH	U.S. Bank PCards	Parking	$ 155.52	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	Parks Maint	$ 35.47	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Parks Maint	$ 82.21	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Parks Maint	$ 247.73	Yellowstone Valley Elect - PCard
05/09/2022	ACH	U.S. Bank PCards	Parks Maint	$ 149.60	Yellowstone Valley Elect - PCard
05/09/2022	ACH	U.S. Bank PCards	Parks Maint	$ 40.02	Yellowstone Valley Elect - PCard
05/09/2022	ACH	U.S. Bank PCards	Parks Maint	$ 42.25	Yellowstone Valley Elect - PCard
05/09/2022	ACH	U.S. Bank PCards	Parks Maint	$ 19.45	Yellowstone Valley Elect - PCard
05/09/2022	ACH	U.S. Bank PCards	Parks Maint	$ 20.01	Yellowstone Valley Elect - PCard
05/09/2022	ACH	U.S. Bank PCards	PD Program	$ 2,002.76	Airbnb Hmbky8Jcbn - PCard
05/09/2022	ACH	U.S. Bank PCards	PD Program	$ 585.43	Airbnb Hmbky8Jcbn - PCard
05/09/2022	ACH	U.S. Bank PCards	PD Program	$ 417.80	American Air0012415145323 - PCard
05/09/2022	ACH	U.S. Bank PCards	PD Program	$ 914.20	American Air0012415148848 - PCard
05/09/2022	ACH	U.S. Bank PCards	PD Program	$ 416.63	Atlanco Web - PCard
05/09/2022	ACH	U.S. Bank PCards	PD Program	$ 219.09	Elite K9 Inc 2 - PCard
05/09/2022	ACH	U.S. Bank PCards	PD Program	$ 599.00	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	PD Program	$ 203.03	Msu Billings-Main Campu - PCard
05/09/2022	ACH	U.S. Bank PCards	PD Program	$ 12.50	Yellowstone Ice And Water - PCard
05/09/2022	ACH	U.S. Bank PCards	Phone System	$ 27.69	Amzn Mktp Us*1O98I8H81 - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 14.99	Adobe Acropro Subs - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 8.98	Amazon.Com*162Bs25L0 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 39.98	Amazon.Com*1A2Cp87A1 - PCard

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05/09/2022	ACH	U.S. Bank PCards	Planning	$ 785.00	American Planning A - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 438.84	Billings Construction Sup - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 45.00	Cenex Farmers 09879602 - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 76.33	Cenex Zip Trip07082639 - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 45.92	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 458.60	Delta Air 0062306432466 - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 50.00	Eb 406 Notary Confere - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 35.00	In *Downtown Billings Ass - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 35.00	In *Downtown Billings Ass - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 143.36	Jimmy Johns - 1646 - E - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 43.20	Jimmy Johns - 1646 - M - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 148.48	Kelley Connect - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 65.00	Montana Association Of Pl - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ (2.99)	Prime Video*1W1Rw8Av2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 57.75	Sq *Mt Mobile Shred - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 32.00	The Rubber Stamp Shop, - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ 188.60	United 0162401830560 - PCard
05/09/2022	ACH	U.S. Bank PCards	Planning	$ (15.00)	United 0162401851333 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 219.14	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 784.62	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 608.86	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 554.24	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 554.26	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 308.27	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 30.40	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 718.80	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 236.30	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 570.00	Action Electric - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 39.15	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 43.96	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 30.66	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 18.20	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 55.20	Alsco Inc. - PCard

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05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 40.90	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 39.15	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 349.90	Amazon.Com*1H52L4Oy0 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ (1,064.11)	Amzn Mktp Us - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,064.11	Amzn Mktp Us*164Q84Kl0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 631.90	Amzn Mktp Us*1652Q2Z71 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 217.48	Amzn Mktp Us*1666057A0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 25.90	Amzn Mktp Us*167Sq1Y51 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 33.99	Amzn Mktp Us*169Q29He0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 409.06	Amzn Mktp Us*1A04W60T0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 117.12	Amzn Mktp Us*1A4U14I22 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 61.37	Amzn Mktp Us*1A8Y681A2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 9.99	Amzn Mktp Us*1H13L5Ez1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 12.80	Amzn Mktp Us*1H2Dw6191 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 26.50	Amzn Mktp Us*1H33B0Mm0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 62.47	Amzn Mktp Us*1H44U1Bg0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 36.98	Amzn Mktp Us*1H8Aa75S0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 8.98	Amzn Mktp Us*1N75N7Wq0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 102.32	Animal Care Equipment And - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 256.00	Apco International Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,784.52	B&H Photo 800-606-6969 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 677.70	B&H Photo 800-606-6969 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 695.00	Barnes & Noble #2765 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 210.08	Best Friends Animal Hosp - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Big Sky Communications 1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 57.95	Billings Army Navy Surplu - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 19.99	Billingsgazettethriftynck - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 42.38	Cenex Zip Trip07082589 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 54.11	Cenex Zip Trip07082829 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 73.93	Chalet Market - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 188.72	Chalet Market - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 210.48	Chalet Market - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 86.99	Chalet Market - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 42.80	Conoco - High Country Tra - PCard

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05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 32.12	Conoco - High Country Tra - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 27.34	Conoco - St Regis Travel - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 7.10	Corporate Translate - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 264.60	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 47.97	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ (75.00)	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ (229.99)	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 39.87	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 219.99	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 124.16	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,060.00	Creative Monograms Smb - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 517.20	Delta Air 0062308139308 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,506.20	Delta Air 0062309019139 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 445.60	Delta Air 0062310961659 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 30.00	Delta Air Baggage Fee - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 30.00	Delta Air Baggage Fee - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 590.00	Dji.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 272.45	Domino'S 7003 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 87.37	Efx*Infoservices - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 395.00	Esri - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 55.16	Exxonmobil 45401593 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 51.20	Exxonmobil 45941648 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 44.80	Exxonmobil 45941721 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 53.91	Exxonmobil 45941986 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 27.01	Exxonmobil 99837437 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.00	Fdic/Jems - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,409.00	Fdic/Jems - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 620.00	Fdic/Jems - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 18.80	Fedex 99338269 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 108.08	First Aid Supplies Onl - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 13.51	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 139.95	Grammarly Coj4Q5Wvh - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 139.95	Grammarly Cowb3Eoo0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 424.00	Gunarama Wholesale Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 429.92	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 46.87	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 666.01	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 104.36	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 224.48	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 141.50	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 311.12	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 104.36	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.50	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 32.58	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 199.00	Havis Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 19.99	Heights Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 565.28	Hilton Garden Inn - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 565.28	Hilton Garden Inn - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 4.98	Holiday Stations 0108 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 686.00	I/O Solutions, Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 109.00	I/O Solutions, Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 538.68	In *Gwenlin Commercial Cl - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 241.00	Int'L Code Council Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 486.29	Iptm Publications - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 62.36	Iron Mountain - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 88.83	Iron Mountain - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 44.15	Kb Commercial Products - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 17.98	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 44.97	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 38.00	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 129.92	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 239.00	Midland Mechanical Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 334.98	Minuteman Press Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 114.00	Minuteman Press Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 699.04	Moore Lane Vh - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 134.50	Msu Billings-Main Campu - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 128.40	Npi/Ram Mounts - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,250.08	Omni Nashville - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 610.00	Paypal *Covinathoma Covin - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 465.00	Priority Dispatch Corp - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 145.00	Pzg**Mt Dli Ebiz - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 145.00	Pzg**Mt Dli Ebiz - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 457.00	Pzg**Mt Dli Ebiz - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 260.00	R.L. Armacost, Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 582.89	Rom Corporation - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,245.00	Sambrownshields.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 250.00	Scheels Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,012.00	Silver Threads - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 11.87	Sp Thebravestdecals - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 265.65	Spectrum - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 333.60	Sq *Dickeys Barbecue Pit - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 200.00	Sq *Montana Association O - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 149.75	Sq *Rimrock Lock And Secu - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 34.32	Target 00001719 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 27.98	Target 00013334 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 250.00	The Blue Cell, Ll - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.00	The International Soci - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.00	The International Soci - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.00	The International Soci - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.00	The International Soci - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.00	The International Soci - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.00	The International Soci - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.00	The International Soci - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.00	The International Soci - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.00	The International Soci - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 50.00	The International Soci - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 295.12	The Lodge At Big Sky - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 71.73	The Ups Store 2594 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 199.20	Tlo Transunion - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ (1,349.00)	Tyler User Conference - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,349.00	Tylertechtx *Connect - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 1,349.00	Tylertechtx *Connect - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 848.00	Universal Awards - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 114.51	Ups*Billing Center - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 21.43	Ups*Billing Center - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 41.78	Ups*Billing Center - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 33.01	Ups*Billing Center - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 89.50	Ups*Billing Center - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 9.40	Usps Po 2907830104 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 139.79	Vistaprint - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 196.00	Wm Supercenter #2923 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 17.58	Wm Supercenter #2923 - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 97.00	Www.Volgistics.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Public Safety	$ 99.84	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 1,307.02	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 26.25	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 55.26	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 254.10	A & I Distributors - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 27.40	Alderon Industries - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 177.36	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 177.36	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 315.43	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 340.28	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 1,066.72	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 177.36	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 177.36	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 1,005.69	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 21.00	American Water Technol - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 144.38	Amzn Mktp Us*1A1O57Wn0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 30.01	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 140.62	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 253.86	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 136.74	Billings Construction Sup - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 129.74	Billings Construction Sup - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 42.60	Billings Construction Sup - PCard

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05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 9.60	City Of Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 440.00	Fastenal Company 01Mtbll - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 265.25	Fastenal Company 01Mtbll - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 779.23	Fastenal Company 01Mtbll - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 488.88	Fastenal Company 01Mtbll - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 1,797.85	Fastenal Company 01Mtbll - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 37.31	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 233.38	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 43.70	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 202.32	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 269.30	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 77.60	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 16.99	Harbor Freight Tools 207 - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 19.95	Hose & Rubber Supply - Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 516.37	Hose And Rubber Supply Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 660.00	In *Action Pest Control - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 89.40	Industrial Sales And Se - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 81.56	Interstate Battery Of The - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 209.47	Kb Commercial Products - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 17.98	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 89.98	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 19.99	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 30.87	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 49.99	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 206.35	Mac Tools - Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 586.04	Marketing Specialtites - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 245.65	Marketing Specialtites - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 52.00	Montana Broom & Brush Co. - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 116.38	Pacific Steel Branch #02 - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 142.55	Ratco Trailer And Hitch - PCard
05/09/2022	ACH	U.S. Bank PCards	Solid Waste	$ 318.00	The Home Depot 3101 - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 45.00	00809 - Apcoa Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 6.39	Amazon.Com*1H4Me1Bk2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 144.38	Amzn Mktp Us*1A1O57Wn0 - PCard

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05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 24.99	Amzn Mktp Us*1A5J61R00 - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 49.99	Amzn Mktp Us*1A6Nv19D2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 8.99	Amzn Mktp Us*1H4Bn97O2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 408.40	Amzn Mktp Us*1H96S9Jn2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 62.57	Awg 3575 - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 15.00	Big Sky Linen And Unif - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 19.99	Billings Rv Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 80.00	Exxonmobil 45941648 - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 127.74	Ferguson Ent 2006 - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 36.71	Holiday Stations 0285 - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 34.06	Hose And Rubber Supply Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 24.46	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 179.97	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 708.28	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 1,400.00	Mccain - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 103.26	Napa Store 3547004 - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 129.96	Tractor-Supply-Co #0303 - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 651.19	Trafficsafetystore.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 35.00	United 0169980895833 - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 35.00	United 0169981798356 - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 150.79	Yellowstone Valley Elect - PCard
05/09/2022	ACH	U.S. Bank PCards	Street/Traffic	$ 30.00	Ztl*Zee Creative - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 29.99	Adobe Creative Cloud - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 402.10	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 131.55	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 90.50	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 81.82	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ (12.99)	Amazon Prime*1Z42S34J2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 104.94	Amazon.Com*1O4C043Q1 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 159.98	Amzn Mktp Us*1666M14O2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 15.19	Amzn Mktp Us*1H5Um77N1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 35.98	Amzn Mktp Us*1H6662Jg2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 26.50	Amzn Mktp Us*1N76X6Sh2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 10.99	Amzn Mktp Us*1N8Az9Kn2 - PCard

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05/09/2022	ACH	U.S. Bank PCards	Transit	$ 6.00	Dollar Tree - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 29.98	Ebay O*10-08420-33524 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 10.48	Ebay O*18-08459-00990 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 19.99	Ebay O*18-08459-00991 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 306.12	Ebay O*19-08500-90707 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 30.00	Facebk *Vt656Bt742 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 29.99	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 24.18	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 355.50	Gdp*Accessarize - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 375.00	In *Cotter'S Sewer, Septi - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 20.61	Industrial Bolt & Supply - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 104.35	Industrial Bolt & Supply - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 14.00	Kimball Midwest Payeezy - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 13.50	Kimball Midwest Payeezy - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 101.52	Kimball Midwest Payeezy - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 76.10	Kimball Midwest Payeezy - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 1,200.00	Lee Montana Newspapers - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 17.96	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 27.54	Midland Implement Co - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 15.99	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ (59.49)	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ (2.28)	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 5.03	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 23.98	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 177.91	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 175.11	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 22.47	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 4.56	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 11.71	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 59.49	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 58.99	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 71.40	Napa Store 3547001 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 679.45	Nwestco - 002 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 149.70	Paypal *Safetysync - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 147.00	Paypal *Safetysync - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 207.00	Polaris Laboratories, Ll - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 686.83	Safety Kleen Systems - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 197.48	Sq *Transitional Marketin - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 6.31	Tacoma Screw Products Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 114.70	The Home Depot #3101 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 49.94	Tlf*Gainans Floral And G - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 57.58	Wm Supercenter #1956 - PCard
05/09/2022	ACH	U.S. Bank PCards	Transit	$ 15.55	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 115.44	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 6.89	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ (17.60)	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 43.34	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 394.30	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 11.96	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 110.83	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 16.91	4Te*Fps/Mountain Alarm - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 446.29	A And H Turf And Specialt - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 14.99	Adobe Acropro Subs - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 532.38	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 359.02	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 77.23	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 428.40	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 22.33	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 143.00	Amazon.Com*1A8Qy3Jx2 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 57.72	Amzn Mktp Us*1A1O57Wn0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 144.38	Amzn Mktp Us*1A1O57Wn0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 144.38	Amzn Mktp Us*1A1O57Wn0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 14.24	Amzn Mktp Us*1A5Y591N2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 14.01	Amzn Mktp Us*1H1Ol2I02 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 132.00	Batteries+Bulbs #0253 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 5.00	Bed Bath & Beyond #1310 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 48.56	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 25.39	Billings - Tacoma Screw P - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 43.85	Billings Construction Sup - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 183.80	Control Parts Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 715.10	Control Parts Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 38.37	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 3.44	Dollar Tree - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 2.79	Edge Construction Supp - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 36.47	Edge Construction Supp - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 6.10	Exxonmobil 48231005 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 256.20	Farstad Oil - Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 39.30	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 188.18	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 820.57	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 17.26	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 64.99	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 125.24	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 21.52	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 9.26	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 167.78	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 9.28	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 21.51	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 547.05	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 182.35	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 24.17	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 5.64	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 106.99	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 17.91	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 91.18	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 74.28	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 163.64	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 22.51	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 2,005.85	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 117.62	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 110.74	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 109.46	Heights Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 43.92	Hose & Rubber Supply - Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 429.56	Hose And Rubber Supply Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 9.74	Hose And Rubber Supply Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 4,650.05	Instrument & Supply West - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 99.50	Ipvm Ip Video Market I - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 115.80	Kb Commercial Products - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 9.53	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 40.27	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 12.56	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 5.39	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 14.40	Launchpoint Solutions - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 137.70	Lithia Cjd Of Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 499.00	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 484.48	Mcmaster-Carr - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 183.56	Mcmaster-Carr - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 9.04	Mcmaster-Carr - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 225.00	Meetings Northwest, Incor - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 1,370.40	Midland Scientific Inc - - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 158.95	Midland Scientific Inc - - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 486.38	Midland Scientific Inc - - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 60.93	Midland Scientific Inc - - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 52.67	Midland Scientific Inc - - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 121.66	Midland Scientific Inc - - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 194.90	Midland Scientific Inc - - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 79.90	Napa Store 3547007 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 79.16	Napa Store 3547007 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 149.00	Napa Store 3547007 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 19.49	Office Depot #450 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 180.00	Paypal *Msawwa - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 62.50	Pellco Ceu - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 259.10	Purvis Industries 68 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 40.00	Pzg**Mt Dept Environ Q - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 60.00	Pzg**Mt Dli Ebiz - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 60.00	Pzg**Mt Dli Ebiz - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 3,829.21	Redline Systems Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 893.03	Rsd - Billings#57 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 288.00	Selby'S - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 186.86	Shiptons Big R Heights - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 179.76	Shipton'S Big R-East - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 85.97	Shipton'S Big R-East - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 370.00	Sp Subscription Offi - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 3.21	Wal-Mart #1956 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 85.00	Wef Main - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 4.80	West End Lock And Secur - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 89.50	West End Lock And Secur - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 60.40	West End Lock And Secur - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 107.78	Western Office Equipment - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 5.04	Wm Supercenter #1956 - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 95.00	Www.Mindtools.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 240.00	Yellowstone Ice And Water - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 240.00	Yellowstone Ice And Water - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 240.00	Yellowstone Ice And Water - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 240.00	Yellowstone Ice And Water - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 19.00	Yellowstone Valley Elect - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 341.74	Yellowstone Valley Elect - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 506.84	Yellowstone Valley Elect - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 1,582.93	Yellowstone Valley Elect - PCard
05/09/2022	ACH	U.S. Bank PCards	Wastewater	$ 65.00	Ztl*Zee Creative - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 38.48	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 130.02	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 230.87	360 Office Solutions Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 50.74	4Te*Fps/Mountain Alarm - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 38.00	Aaim - Services - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 538.52	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 456.36	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 290.61	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 66.98	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 532.38	Alsco Inc. - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Water	$ 231.71	Alsco Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ (49.96)	Amazon.Com Amzn.Com/Bill - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 12.67	Amazon.Com*161Rl87L0 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 99.92	Amazon.Com*1A0052U52 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 199.84	Amazon.Com*1A58E33F1 Amzn - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 199.97	Amzn Mktp Us*162Jo6Xa2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 86.59	Amzn Mktp Us*1A1O57Wn0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 144.38	Amzn Mktp Us*1A1O57Wn0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 42.73	Amzn Mktp Us*1A5Y591N2 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 12.59	Amzn Mktp Us*1H09T0C11 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 14.01	Amzn Mktp Us*1H1Ol2I02 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 14.01	Amzn Mktp Us*1H1Ol2I02 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 10.89	Amzn Mktp Us*1H2I95Pc1 Am - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 61.10	Amzn Mktp Us*1H5Sg7Hy0 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 94.99	Amzn Mktp Us*1O3Df0Zb1 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 7.69	Avalanche Carwash - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 15.00	Bed Bath & Beyond #1310 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 400.00	Big Sky Irrigation Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 2.07	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 2.01	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 11.03	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 28.45	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 132.27	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 67.98	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 44.06	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 64.83	Billings - Tacoma Screw P - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 65.77	Billings Construction Sup - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 54.92	Bloedorn Lumber Co- Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 86.62	C&B Billings - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 785.19	Cdw Govt #V198575 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 115.11	Costco Whse #0069 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 568.07	Cpi*Coleparmerinstrumt - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 10.31	Dollar Tree - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 49.50	Dxp Enterprises - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Water	$ 16.50	Dxp Enterprises - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 16.50	Dxp Enterprises - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 4.19	Edge Construction Supp - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 36.48	Edge Construction Supp - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 348.04	Environmental Resource - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 232.04	Environmental Resource - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 125.04	Environmental Resource - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ (0.60)	Etsy Inc Seller Fees - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 0.60	Etsy Inc Seller Fees - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 59.97	Evergreen Ace Hardware - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 29.99	Evergreen Ace Hardware - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 42.17	Evergreen Ace Hardware - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 29.98	Evergreen Ace Hardware - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 2,923.76	Exor America - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 6.09	Exxonmobil 48231005 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 1.94	Fastenal Company 01Mtbll - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 17.49	Fedex 99212513 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 53.95	Fedex 99404738 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 144.43	Fedex 99404738 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 184.01	Fedex 99799790 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 65.40	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 30.75	Fisher'S Technology - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 15.15	Galles Filter And Exhaust - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 769.26	Ge Analytical Instrument - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ (56.16)	Gih*Globalindustrialeq - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 68.72	Gih*Globalindustrialeq - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 171.30	Gih*Globalindustrialeq - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 276.64	Gih*Globalindustrialeq - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 188.18	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 206.04	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 91.17	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 9.29	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 820.58	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 107.00	Grainger - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Water	$ 77.24	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 65.00	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 9.26	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 17.26	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 111.45	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 17.91	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 55.56	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 111.09	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 21.51	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 22.51	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 230.74	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 84.50	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 74.28	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 21.51	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 163.63	Grainger - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 273.28	Hach Company - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 337.92	Hach Company - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 252.00	Hach Company - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 106.61	Hach Company - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 166.11	Hanson Chemical - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 77.46	Harbor Freight Tools 207 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 15.99	Harbor Freight Tools 207 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 109.45	Heights Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 159.80	Hose & Rubber Supply - Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 702.60	Hose & Rubber Supply - Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 14.62	Hose And Rubber Supply Bi - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 99.50	Ipvm Ip Video Market I - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 23.30	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 34.37	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 2.33	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 25.46	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 15.06	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 38.67	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 27.96	Kings Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Water	$ 8.70	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 18.48	Kings Ace Hdwe - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 21.60	Launchpoint Solutions - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 328.99	Lee Newspaper Subscriptio - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 77.01	Lowes #00319* - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 454.70	Mcmaster-Carr - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 102.40	Mcmaster-Carr - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 164.65	Mcmaster-Carr - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 66.08	Mcmaster-Carr - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 81.95	Midland Scientific Inc - - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 26.60	Mountain Supply - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 330.00	Northwest Scientific Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 168.10	Office Depot #2135 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 125.93	Office Depot #2135 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 19.48	Office Depot #450 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 45.96	O'Reilly Auto Parts 1551 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 37.49	Pacific Steel Branch #02 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 180.00	Paypal *Msawwa - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ (130.00)	Paypal *Msawwa - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 108.00	Peak Trading Corp - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 176.40	Peak Trading Corp - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 54.00	Peak Trading Corp - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 62.50	Pellco Ceu - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 2,047.00	Perkinelmer Health - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 30.00	Pzg**Mt Dept Environ Q - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 90.00	Pzg**Mt Dli Ebiz - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 90.00	Pzg**Mt Dli Ebiz - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ (52.33)	Rubbercal - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 2,123.48	Rubbercal - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 52.00	Selby'S - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 432.00	Selby'S - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 255.67	Sherwin Williams 703203 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 94.32	Sq *Sealital, Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 1,050.00	Ss Machine Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/09/2022	ACH	U.S. Bank PCards	Water	$ 901.00	Ss Machine Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 148.40	Streakwave Wireless - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 768.77	Tequipment - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 114.52	The Home Depot #3101 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 158.94	Tractor-Supply-Co #0303 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 58.04	Uline *Ship Supplies - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 200.00	Vermeer Rocky Mountian In - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 9.63	Wal-Mart #1956 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 90.60	West End Lock And Secur - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 7.20	West End Lock And Secur - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 161.67	Western Office Equipment - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 570.00	Wise Components, Inc. - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 15.14	Wm Supercenter #1956 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 95.00	Www.Mindtools.Com - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 28.10	Yellowstone Valley Elect - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 854.21	Yellowstone Valley Elect - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 15.55	Zoom.Us 888-799-9666 - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 769.65	Zoro Tools Inc - PCard
05/09/2022	ACH	U.S. Bank PCards	Water	$ 380.00	Ztl*Zee Creative - PCard
05/09/2022	852066	Wilbur Ellis	Park Dist 1	$ 1,635.00	spring fertilizer - 14950877
05/09/2022	852066	Wilbur Ellis	Park Dist 1	$ 1,635.00	spring fertilizer 14950878
05/09/2022	852069	Ylwstn Vlly An Shelter	Public Safety	$ 19,400.00	city contract
05/09/2022	852070	Ylwstn Vlly Elec	Radio	$ 158.99	4179004 FOX / TANK TOWER ELECTRIC SERVICE
05/09/2022	852070	Ylwstn Vlly Elec	Solid Waste	$ 2,813.57	Electricity Service Landfill. 3/1/2022 - 4/1/2022.

City Council Regular

Date:	06/13/2022
Title:	Payment of Claims for week of May 16, 2022
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $2,197,783.76 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.

Attachments

CouncilMemo wk of 05162022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/16/2022	852076	Allstates Coating	Street/Traffic	$ 1,558.80	white paint (5 gal buckets)
05/16/2022	852076	Allstates Coating	Street/Traffic	$ 13,310.00	white paint totes (275 gal)
05/16/2022	852076	Allstates Coating	Street/Traffic	$ 20,443.50	yellow paint totes (275 gal)
05/16/2022	852078	Alpine Plumb, Heat&Cool	Public Safety	$ 9,461.43	FIRE 1: BASEMENT UNISEX RESTROOM
05/16/2022	852081	Applied Industrial Tech	Solid Waste	$ 181.14	7024088536
05/16/2022	852081	Applied Industrial Tech	Street/Traffic	$ 3,500.00	7024112529
05/16/2022	852091	Billings Tourism	Tourism BID #2	$ 18,298.00	Paid April Distributed May 2022
05/16/2022	852094	Burns & McDonnell Eng	Water	$ 17,670.50	WO 19-42 West End Water Treatment Plant Project
05/16/2022	852095	Business Tax Section	Airport	$ 7,165.72	AIP-73 Terminal Expansion - Eligible for Reimbursement
05/16/2022	852095	Business Tax Section	Airport	$ 606.21	AIP-73 Terminal Expansion - Ineligible for Reimbursement
05/16/2022	852095	Business Tax Section	Arterial Streets	$ 267.48	WO 20-12 S 32nd Street W; 6 WO2012 Knife River
05/16/2022	852095	Business Tax Section	Facilities	$ 27.43	Rose Park Hail Damage #2
05/16/2022	852095	Business Tax Section	Gas Tax	$ 9.87	SID 1411 Park Lane Paving; 1 SID1411 Askin
05/16/2022	852095	Business Tax Section	Park Dist 1	$ 160.65	Poly vista improvement-Weave Construction (1% tax)
05/16/2022	852095	Business Tax Section	Public Safety	$ 95.57	CGR - ALPINE PLUMBING - FIRE 1: BASEMENT UNISEX RESTROOM
05/16/2022	852095	Business Tax Section	SID Const	$ 2,429.25	SID 1417 Elysian Rd; 6 SID1417 KnifeRiver
05/16/2022	852095	Business Tax Section	Water	$ 157.75	Water Service Repairs 10_22_2021 - A
05/16/2022	852095	Business Tax Section	Water	$ 720.00	WO 22-01 Water and Sewer Main Replacement; 1 WO2201 Askin
05/16/2022	852095	Business Tax Section	#N/A	$ 2.97	SID 1411 Park Lane Paving; 1 SID1411 Askin
05/16/2022	852096	Campbell Scientific	Street/Traffic	$ 15,204.18	remote weather information station for zimmerman
05/16/2022	852103	Civicplus	P.W. Admin	$ 4,961.25	Civicplus SSL Management
05/16/2022	852105	Copy Right	General	$ 1,360.00	Printing of Business License Questionnaires
05/16/2022	852105	Copy Right	General	$ 1,160.00	Printing of Business License Renewal Statements
05/16/2022	852108	Cummins Inc - Rocky Mt	Park Dist 1	$ 5,371.04	oil leak repairs on Toro-38-63178
05/16/2022	852113	Dixie Petro-Chem	Water	$ 16,464.00	CHLORINE
05/16/2022	852115	DOWL	Arterial Streets	$ 2,611.25	WO 19-15 24th St W/Central Ave Signal Improvements
05/16/2022	852115	DOWL	Planning	$ 10,050.00	Billings ByPass Corridor Study
05/16/2022	852115	DOWL	Storm Sewer	$ 13,243.25	WO 20-24 West End Storm System Improvements
05/16/2022	852116	Downtown Billings BID	Downtown BID	$ 5,627.54	BID Assessment; Paid April Distributed May 2022
05/16/2022	852117	E OR Communication	Water	$ 9,697.00	ELECTRICAL SUPPLIES
05/16/2022	852118	EBMS	City Ins Fund	$ 1,233.00	EBMS Services June 1, 2022
05/16/2022	852118	EBMS	City Ins Fund	$ 4,837.70	EBMS Services June 1, 2022
05/16/2022	852118	EBMS	City Ins Fund	$ 60,402.26	EBMS Services June 1, 2022
05/16/2022	852118	EBMS	City Ins Fund	$ 28,984.33	EBMS Services June 1, 2022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/16/2022	852118	EBMS	City Ins Fund	$ 1,090.00	EBMS Services June 1, 2022
05/16/2022	852118	EBMS	Payroll Clearing	$ 11,118.76	EBMS Services June 1, 2022
05/16/2022	852124	FCS	Storm Sewer	$ 51,294.38	WO 20-37 Stormwater Utility Development; 3241-22204057/20
05/16/2022	852125	Fisher Sand & Gravel	Street/Traffic	$ 625.90	asphalt
05/16/2022	852125	Fisher Sand & Gravel	Street/Traffic	$ 338.25	asphalt
05/16/2022	852125	Fisher Sand & Gravel	Street/Traffic	$ 569.80	asphalt
05/16/2022	852125	Fisher Sand & Gravel	Street/Traffic	$ 568.15	asphalt
05/16/2022	852125	Fisher Sand & Gravel	Street/Traffic	$ 119.35	asphalt
05/16/2022	852125	Fisher Sand & Gravel	Street/Traffic	$ 1,899.15	asphalt
05/16/2022	852125	Fisher Sand & Gravel	Street/Traffic	$ 2,314.40	asphalt
05/16/2022	852125	Fisher Sand & Gravel	Street/Traffic	$ 1,549.35	asphalt
05/16/2022	852125	Fisher Sand & Gravel	Street/Traffic	$ 3,006.00	concrete for 6th N & N18th
05/16/2022	852130	Galco Industrial Elect	Wastewater	$ 4,962.96	Ericson Portable Power Centers
05/16/2022	852130	Galco Industrial Elect	Water	$ 4,962.96	Ericson Portable Power Centers
05/16/2022	852135	Great West Eng	Solid Waste	$ 285.00	WO 20-23 Solid Waste Container Storage Facility; 26297/14F
05/16/2022	852135	Great West Eng	Solid Waste	$ 6,310.36	WO 20-41 Landfill GCCS Study/Report; 25692
05/16/2022	852135	Great West Eng	Solid Waste	$ 15,934.50	WO 20-41 Landfill GCCS Study/Report; 26320
05/16/2022	852233	Jacobs Eng	Solid Waste	$ 23,512.75	WO 22-27 Landfill Gas Emissions Compliance; D3612200001/1
05/16/2022	852236	Joe Johnson Equip	Street/Traffic	$ 4,639.42	brooms for sweepers
05/16/2022	852238	Johnson Laffen Galloway Arch	GO Const	$ 47,088.67	Phase 1 Stillwater Bldg - develop comprehensive master plan
05/16/2022	852242	Knife River	Arterial Streets	$ 26,481.01	WO 20-12 S 32nd Street W; 6 WO2012 Knife River
05/16/2022	852242	Knife River	SID Const	$ 240,496.45	SID 1417 Elysian Road; 6 SID1417 KnifeRiver
05/16/2022	852247	Lamar Companies	General	$ 4,830.00	billboards for summer programs - 113586955
05/16/2022	852249	Lee Newspaper Enterprises	Library	$ 417.80	102-60003259 April 2022
05/16/2022	852249	Lee Newspaper Enterprises	P.W. Admin	$ 11,974.99	Public Works Department Media Marketing 3/28-5/1/22
05/16/2022	852252	Library Ideas	Library	$ 15,999.00	89413 Freegal 3/22-3/23
05/16/2022	852261	Morrison Maierle	Airport	$ 61,644.85	AIP-73 Terminal Expansion - Eligible for Reimbursement
05/16/2022	852261	Morrison Maierle	Airport	$ 5,215.07	AIP-73 Terminal Expansion - Ineligible for Reimbursement
05/16/2022	852261	Morrison Maierle	Airport	$ 2,544.08	Amend 30 Pavement Condition Index Study - Phase 1 - Federal Amount
05/16/2022	852261	Morrison Maierle	Airport	$ 282.67	Amend 30 Pavement Condition Index Study - Phase 1 - Local Amount
05/16/2022	852261	Morrison Maierle	Airport	$ 3,329.45	Amend 32 Westend Taxilane Extension Project - Local Share - Design
05/16/2022	852261	Morrison Maierle	Airport	$ 29,965.05	Amend 32-Westend Taxilane Extension Project - Federal Share - Design
05/16/2022	852261	Morrison Maierle	Airport	$ 9,454.86	Water Tower Painting Design and Construction
05/16/2022	852256	MT Dakota Utilities	General	$ 136.07	112 138 9381 8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/16/2022	852256	MT Dakota Utilities	General	$ 33.48	703 760 1000 8
05/16/2022	852256	MT Dakota Utilities	General	$ 64.41	879 660 1000 8
05/16/2022	852256	MT Dakota Utilities	General	$ 363.28	902 360 1000 6
05/16/2022	852256	MT Dakota Utilities	Public Safety	$ 968.75	307 111 5825 0
05/16/2022	852256	MT Dakota Utilities	Public Safety	$ 271.38	668 670 1000 2
05/16/2022	852256	MT Dakota Utilities	Public Safety	$ 230.31	672 860 1000 3
05/16/2022	852256	MT Dakota Utilities	Public Safety	$ 1,013.33	819 360 1000 8
05/16/2022	852256	MT Dakota Utilities	Public Safety	$ 22.08	930 442 2308 4
05/16/2022	852256	MT Dakota Utilities	Water	$ 107.85	162 660 1000 4
05/16/2022	852262	MT Waterworks	Wastewater	$ 25,740.00	EMERGENCY REPAIR FOR WWTP
05/16/2022	852262	MT Waterworks	Wastewater	$ 34,320.00	EMERGENCY REPAIR FOR WWTP.
05/16/2022	852266	NorthWestern Energy	Airport	$ 12.04	0712534-7. Entrance to Gate 16 Lite. April 2022
05/16/2022	852266	NorthWestern Energy	Airport	$ 131.82	07125355-4. Employee Parking. April 2022
05/16/2022	852266	NorthWestern Energy	Airport	$ 21.08	0712791-3. Gate 16. April 2022
05/16/2022	852266	NorthWestern Energy	Airport	$ 33.55	0712795-4. Gate 17. April 2022
05/16/2022	852266	NorthWestern Energy	Airport	$ 23.14	0712797-0. Gate 9. April 2022
05/16/2022	852266	NorthWestern Energy	Airport	$ 29.28	0712805-1. IP-10. April 2022
05/16/2022	852266	NorthWestern Energy	Airport	$ 7.96	0712813-5. Burn Pit. April 2022
05/16/2022	852266	NorthWestern Energy	Airport	$ 22.91	0719759-3. Gate 12. April 2022
05/16/2022	852266	NorthWestern Energy	Airport	$ 65.06	0719760-1. Gate 14. April 2022
05/16/2022	852266	NorthWestern Energy	Airport	$ 24.49	0719761-9. Gate 15. April 2022
05/16/2022	852266	NorthWestern Energy	Airport	$ 25.11	0719762-7. Gate 13. April 2022
05/16/2022	852266	NorthWestern Energy	Airport	$ 22.04	0720296-3. Gate 29. April 2022
05/16/2022	852266	NorthWestern Energy	Airport	$ 27.69	2114868-9. Runway Weather System. April 2022
05/16/2022	852266	NorthWestern Energy	Building	$ 20.19	1569631-3
05/16/2022	852266	NorthWestern Energy	Facilities	$ 35.15	3866815-8
05/16/2022	852266	NorthWestern Energy	Facilities	$ 182.84	3922089-2
05/16/2022	852266	NorthWestern Energy	General	$ 219.99	0712538-8
05/16/2022	852266	NorthWestern Energy	Park Dist 1	$ 27.80	0813489-2
05/16/2022	852266	NorthWestern Energy	Park Dist 1	$ 45.20	0839280-5
05/16/2022	852266	NorthWestern Energy	Park Dist 1	$ 13.46	0978917-3
05/16/2022	852266	NorthWestern Energy	Park Dist 1	$ 197.48	1191404-1
05/16/2022	852266	NorthWestern Energy	Park Dist 1	$ 6.00	1588262-4
05/16/2022	852266	NorthWestern Energy	Park Dist 1	$ 18.44	1849408-8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/16/2022	852266	NorthWestern Energy	Park Dist 1	$ 22.78	1904944-4
05/16/2022	852266	NorthWestern Energy	Park Dist 1	$ 32.43	1941243-6
05/16/2022	852266	NorthWestern Energy	Park Dist 1	$ 6.00	3178260-0
05/16/2022	852266	NorthWestern Energy	Park Dist 1	$ 52.30	3241436-9
05/16/2022	852266	NorthWestern Energy	Parking	$ 33.44	3835890-9
05/16/2022	852266	NorthWestern Energy	Parks Maint	$ 6.61	0881455-0
05/16/2022	852266	NorthWestern Energy	Parks Maint	$ 45.66	1045813-1
05/16/2022	852266	NorthWestern Energy	Parks Maint	$ 45.20	1425364-5
05/16/2022	852266	NorthWestern Energy	Parks Maint	$ 7.10	1514388-6
05/16/2022	852266	NorthWestern Energy	Parks Maint	$ 5.32	2055817-7
05/16/2022	852266	NorthWestern Energy	Parks Maint	$ 45.20	3707234-5
05/16/2022	852266	NorthWestern Energy	Parks Maint	$ 45.20	3707235-2
05/16/2022	852266	NorthWestern Energy	Parks Maint	$ 45.78	3707236-0
05/16/2022	852266	NorthWestern Energy	Public Safety	$ 12.73	0712532-1
05/16/2022	852266	NorthWestern Energy	Public Safety	$ 704.50	0720817-6
05/16/2022	852266	NorthWestern Energy	Public Safety	$ 266.57	1984155-0
05/16/2022	852266	NorthWestern Energy	Street/Traffic	$ 6.00	0855404-0
05/16/2022	852266	NorthWestern Energy	Street/Traffic	$ 45.20	1045820-6
05/16/2022	852266	NorthWestern Energy	Street/Traffic	$ 45.20	3088038-9
05/16/2022	852266	NorthWestern Energy	Street/Traffic	$ 46.01	3590004-2
05/16/2022	852266	NorthWestern Energy	Street/Traffic	$ 43.37	3648861-7
05/16/2022	852266	NorthWestern Energy	Transit	$ 2,044.91	0100473-8. Monad. May 2022 Utilities
05/16/2022	852266	NorthWestern Energy	Transit	$ 340.91	0719225-5
05/16/2022	852266	NorthWestern Energy	Wastewater	$ 60,622.94	0100591-7
05/16/2022	852266	NorthWestern Energy	Wastewater	$ 167.55	389 62nd St Lift
05/16/2022	852266	NorthWestern Energy	Water	$ 129.84	1142253-2
05/16/2022	852266	NorthWestern Energy	Water	$ -	1160807-2
05/16/2022	852266	NorthWestern Energy	Water	$ 28.02	1346673-5
05/16/2022	852266	NorthWestern Energy	Water	$ 6.47	1867265-9
05/16/2022	852273	Public Utilities	Airport	$ 5,914.90	136516
05/16/2022	852273	Public Utilities	Facilities	$ 510.31	158260
05/16/2022	852273	Public Utilities	Wastewater	$ 9.60	180645
05/16/2022	852274	Public Works-Admin	Water	$ 19,895.00	Customer No. 101434 PWU Engineering Permits Apr 2022
05/16/2022	852275	Rain Bird Services	Park Dist 1	$ 22,600.00	Communication cartridge for IQ irrigation controllers

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/16/2022	852276	RE Investment	Wastewater	$ 994.50	EQUIPMENT RENTAL
05/16/2022	852276	RE Investment	Water	$ 1,894.90	EQUIPMENT RENTAL
05/16/2022	852276	RE Investment	Water	$ 994.50	EQUIPMENT RENTAL
05/16/2022	852277	Rexel USA	Wastewater	$ 76.24	AFT CONDUIT. WWTP
05/16/2022	852277	Rexel USA	Wastewater	$ 651.62	AFT LIGHTS AND UPGRAGE
05/16/2022	852277	Rexel USA	Wastewater	$ 908.24	AFT WORK. ELECTRICAL SUPPLIES WWTP
05/16/2022	852277	Rexel USA	Wastewater	$ 188.13	CLARIFIER UPGRADE
05/16/2022	852277	Rexel USA	Wastewater	$ 14.66	CONDUIT AFT..
05/16/2022	852277	Rexel USA	Wastewater	$ 1,169.62	LIGHTS IN SPB
05/16/2022	852277	Rexel USA	Wastewater	$ 1,236.23	PRIMARY CLARIFIER UPGRADE. ELECTRICAL SUPPLIES
05/16/2022	852277	Rexel USA	Water	$ 138.38	HVAC UNIT. WTP
05/16/2022	852277	Rexel USA	Water	$ 2,364.19	NT538 RTD READOUT
05/16/2022	852281	Sanderson Stewart	Gas Tax	$ 867.50	WO 22-02 Missing Sidewalk; 51800/4
05/16/2022	852281	Sanderson Stewart	Storm Sewer	$ 3,128.00	proposed culvert alignments & outfall to Yellowstone River
05/16/2022	852281	Sanderson Stewart	Storm Sewer	$ 196.50	proposed culvert alignments & outfall to Yellowstone River
05/16/2022	852281	Sanderson Stewart	Tax Incrmnt S	$ 5,720.90	WO 21-42 SBURA Streets improvements, Phase 1
05/16/2022	852287	Sletten Construction	Airport	$ 709,406.23	AIP-73 Terminal Expansion - Eligible for Reimbursement
05/16/2022	852287	Sletten Construction	Airport	$ 60,014.84	AIP-73 Terminal Expansion - Ineligible for Reimbursement
05/16/2022	852290	SP Services	Facilities	$ 2,715.08	Hail Damage at Rose Park
05/16/2022	852291	SRF Consulting Group	Transit	$ 15,101.28	5 Year Transit Development Plan Consultant
05/16/2022	852291	SRF Consulting Group	Transit	$ 25,481.89	5 Year Transit Development Plan Consultant
05/16/2022	852292	St V Occupational	City Ins Fund	$ 1,400.00	Drug Testing, On-Site Nursing, COVID19 tests
05/16/2022	852292	St V Occupational	City Ins Fund	$ 315.00	Drug Testing, On-Site Nursing, COVID19 tests
05/16/2022	852292	St V Occupational	General	$ 3,690.00	Drug Testing, On-Site Nursing, COVID19 tests
05/16/2022	852292	St V Occupational	Public Safety	$ 20.00	Drug Testing, On-Site Nursing, COVID19 tests
05/16/2022	852292	St V Occupational	Public Safety	$ 707.75	Drug Testing, On-Site Nursing, COVID19 tests
05/16/2022	852292	St V Occupational	Public Safety	$ 45.00	Drug Testing, On-Site Nursing, COVID19 tests
05/16/2022	852292	St V Occupational	Solid Waste	$ 285.00	Drug Testing, On-Site Nursing, COVID19 tests
05/16/2022	852292	St V Occupational	Solid Waste	$ 95.00	Drug Testing, On-Site Nursing, COVID19 tests
05/16/2022	852292	St V Occupational	Street/Traffic	$ 95.00	Drug Testing, On-Site Nursing, COVID19 tests
05/16/2022	852292	St V Occupational	Transit	$ 95.00	Drug Testing, On-Site Nursing, COVID19 tests
05/16/2022	852292	St V Occupational	Transit	$ 190.00	Drug Testing, On-Site Nursing, COVID19 tests
05/16/2022	852292	St V Occupational	Wastewater	$ 58.00	Drug Testing, On-Site Nursing, COVID19 tests
05/16/2022	852292	St V Occupational	Water	$ 95.00	Drug Testing, On-Site Nursing, COVID19 tests

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/16/2022	852292	St V Occupational	Water	$ 87.00	Drug Testing, On-Site Nursing, COVID19 tests
05/16/2022	852293	State Chemical Mfg	Facilities	$ 2,658.05	Algaecide CWT F297
05/16/2022	852296	Sunset Excavation	Water	$ 15,617.25	Water Service Repairs- 10/22/2021
05/16/2022	852301	Town & Country Supply	Airport	$ 7,630.01	2001 Gallons Unleaded for Operations
05/16/2022	852306	Tristate Equipment	Street/Traffic	$ 4,902.00	4yr transmission 5yr engine warranty
05/16/2022	852306	Tristate Equipment	Street/Traffic	$ 228,621.16	58,000 GVW 12yd dump truck with snowplow assy and sanders
05/16/2022	852313	Warren Transport	Park Dist 1	$ 15,904.35	Poly Vista Park improvement (tax is taken out)
05/16/2022	852315	Western Water Consult	Tax Incrmnt S	$ 17,943.62	WO 20-30 Hallowell Lane Improvements; 1 RetRel WO2030 WWC
05/16/2022	852315	Western Water Consult	Tax Incrmnt S	$ 636.25	WO 20-30 Hallowell Lane Improvements; 201990013/13
05/16/2022	852321	Yellowstone County GIS	IT Resources	$ 8,750.00	Yellowstone County GIS/MOU Agreement quarterly payment

City Council Regular

Date:	06/13/2022
Title:	Fiscal Year 2022 Budget Amendments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review	No

RECOMMENDATION

Staff recommends that City Council hold a public hearing and adopted the budget amendments as proposed.

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

Stillwater Building Utilities -- Facilities

The FY22 budget did not include any carrying costs for ownership of the Stillwater Building. Estimated utility costs for FY22 are $300,000. Much of this is covered with the rental revenue from the County, which is approximately $252,344 for FY22. The remaining amounts will be paid for from the funds used for purchase and construction of the space. A budget amendment is needed for the full carrying cost of $300,000.

Hail Claim -- Facilities

The FY22 budget for the hail damage was an estimated amount as Facilities was not sure how much work was going to be able to be completed within the year. We received $3.16 million in Insurance proceeds, but only budgeted $2.8 million. We have about $2.5 million encumbered for repairs and have completed $813,333, to date. Additional change orders are anticipated. Facilities is still negotiating an additional payout based on the projects that have been completed and the various departments that had repairs are expecting to pay some of the cost of repairs as well. A budget amendment of $360,000 is requested and will be funded by the additional insurance proceeds received.

Closing Centennial Park Construction Fund

The FY19 budget included $2.4 million for phase 1 development of Centennial Park. The funding for this project came from the General Fund ($2.0 million, 81%) and Parks Programs - Cash-in-lieu ($460,000, 19%). The funds were deposited into a construction fund at that time. The work on Phase 1 is now complete and was completed $69,251 under budget. This amendment is to establish the budget authority to return the funds, proportionately, to the General Fund ($56,093.31) and the Parks Programs -- Cash-in-lieu Fund ($13,157.69). Final FY22 expenses included $1,913 to finalize the project, which were not budgeted. A total budget amendment of $71,164 is needed to close the fund.

9-1-1 Radio Contract -- including American Rescue Plan

On April 25, 2022 the City Council awarded a contract to Motorola Solutions in the amount of $10,495,000, to upgrade the City's 911 radio system. The current system is approaching "end of life", and replacement was not included in the original FY22 budget. At the contract award, Council was made aware of the need for a budget amendment. Funding for this project will come from the following sources:

City of Billings ARPA funds -	$7,000,000
EOC 911 Fund -	$2,195,000
Equipment Replacement (Public Safety) -	$800,000
800MHZ Fund -	$500,000
Total -	$10,495,000

Dehler Park Maintenance - Fund 7680

Unexpected repair costs were incurred during FY2022 for broken windows and doors at the Dehler Park Baseball Facility. Also, costs for the Legion Baseball Tournament from the summer of 2021 were paid and did not have budget authority. There is sufficient cash ($426,096) to fund the additional expenses. Additional budget authority of $8,700 is needed.

Glass and door repairs	$3,900
Legion Baseball Tournament	$4,800
Total	$8,700

East Tax Increment Fund -- Developmental Incentives

The original FY22 budget included developmental incentives in the amount of $150,000. At the time of budget adoption, specific projects were not identified, but anticipated. At the 7/26/21 City Council meeting, the City Council approved an agreement for the demolition of the Lazy KT hotel in the amount of $98,776. This was completed and paid on 9/23/2021. At the 4/26/21 City Council Meeting, an award for $63,085 was approved for improvements to the Yellowstone Ice facility in the

EBURD. This project was completed and paid on 9/22/2021. Actual amounts paid for improvements to Yellowstone Ice were $62,079. Total developmental incentives paid in FY22 were $160,855. In addition to these, there were debt compliance costs totaling $500, which were not budgeted in FY22. A budget amendment of $11,355 is needed to cover these additional costs. Estimated ending cash balance in the East TIF fund will be $1.2 million, after the additional payments requested.

Cash-in-lieu - Castle Rock Park Contract
At the 6/13/2022 City Council meeting, a contract was approved for additional funds to be made available for playground equipment at Castle Rock Park. Total Cash-in-lieu for Castle Rock Park is $121,188.02. Consistent with the staff memo approving the contract, this budget amendment will authorize the use of $121,000 of Cash-in-lieu funds from Castle Rock Park, leaving $188.02 remaining for Castle Rock Park.

Information Technology -- Server Replacements
At the 6/13/2022 City Council meeting, a contract was approved to purchase 5 Dell servers to replace existing servers. This project, totaling $152,235, was not included in the FY22 budget. Information Technology Fund has a working capital balance (short-term assets less short-term liabilities) of around $600,000. The IT Department is requesting a budget amendment for $150,000 to fund this purchase, using existing working capital for the purchase.

YWCA -- Marijuana Excise Tax
At the 5/9/22 City Council Meeting, Council Member Choriki proposed an initiative to amend the budget to contribute $200,000 to the YWCA Women's Shelter. The estimated Marijuana Excise Tax Revenue to the City of Billings in FY22 is $208,357. These funds have not been received at the City, but will likely arrive some time in July or August. This request is a one-time contribution to be made before fiscal year end, to be funded by future anticipated Marijuana Excise Tax, which was not included in the FY22 budget.

ALTERNATIVES
City Council may:

- Approve the amendments as proposed; or,
- Approve only certain proposed amendments, which may cause some funds actual expenses to be over budget; or
- Not Approve the proposed budget amendments, which would cause some funds actual expenses to be over budget.

FISCAL EFFECTS
The individual impact varies by fund and are described in the narrative and the attached resolution. The total FY22 budget amendments are $11,832,638 and are funded through a combination of reserves and new revenues.

Attachments

Resolution and Exhibit A

RESOLUTION 22-

A RESOLUTION ADOPTING **FISCAL YEAR 2022** ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING TRANSFERS AND REVISIONS WITHIN THE GENERAL CLASS OF SALARIES AND WAGES, MAINTENANCE AND SUPPORT AND CAPITAL OUTLAY.

WHEREAS, M.C.A. 7-6-4006 provides that the City Council, upon proper resolution, adopted by said Council at a regular meeting and entered into its Minutes, may transfer or revise appropriations within the general class of salaries and wages, maintenance and support, and capital outlay, and

WHEREAS, based upon a Budget Review **(FY 2022**), it is necessary to alter and change said appropriations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 13th day of June, 2022

THE CITY OF BILLINGS:

BY:_____
William A. Cole, MAYOR

ATTEST:

BY:_____
Denise R. Bohlman, CITY CLERK

EXHIBIT A				
		Revenue	**Expenditure**	
Fund 6500 - Facilities				
The FY22 budget did not include any carrying costs for ownership of the Stillwater Building. Estimated utility costs for FY22 are $300,000. Much of this is covered with the rental revenue from the County, which is approximately $252,344 for FY22. The remaining $47,656 will be paid for from the funds used for purchase and construction of the space. A budget amendment is needed for the full carrying cost of $300,000.				
Facilities Fund			300,000	Operation and Maintenance
Fund 6500 - Facilities				
The FY22 budget for the hail damage was an estimated amount as Facilities was not sure how much work was going to be able to be completed within the year. We received $3.16 million in Insurance proceeds, but only budgeted $2.8 million. We have about $2.5 million encumbered for repairs and have completed $813,333, to date. Additional change orders are anticipated. Facilities is still negotiating an additional payout based on the projects that have been completed and the various departments that had repairs are expecting to pay some of the cost of repairs as well. A budget amendment of $360,000 is requested and will be funded by the additional insurance proceeds received.				
Facilities Fund			360,000	Capital Outlay
Fund 4240 - Park Construction Fund				
The FY19 budget included $2.4 million for phase 1 development of Centennial Park. The funding for this project came from the General Fund ($2.0 million, 81%) and Parks Programs - Cash-in-lieu ($460,000, 19%). The funds were deposited into a construction fund at that time. The work on Phase 1 is now complete and was completed $69,251 under budget. This amendment is to establish the budget authority to return the funds, proportionately, to the General Fund ($56,093.31) and the Parks Programs – Cash-in-lieu Fund ($13,157.69). Final FY22 expenses included $1,913 to finalize the project, which were not budgeted. A total budget amendment of $71,164 is needed to close the fund.				
Park Construction Fund			69,251	Transfer Out
Park Construction Fund			1,913	Operation & Maintenance

Funds 2640, 2250, 6410, & 6070- American Rescue Plan, EOC 911, Equipment Replacement, 800 MHZ

On April 25, 2022 the City Council awarded a contract to Motorola Solutions in the amount of $10,495,000, to upgrade the City's 911 radio system. The current system is approaching "end of life", and replacement was not included in the original FY22 budget. At the contract award, Council was made aware of the need for a budget amendment. Funding will come from new American Rescue Plan funds and fund balance from other identified funds.

American Rescue Plan Fund			7,000,000	Capital Outlay
EOC 911 Fund			2,195,000	Capital Outlay
PS Equipment Replacement			800,000	Capital Outlay
800 MHZ Fund			500,000	Capital Outlay

Fund 7680 - Dehler Park Repair Fund

Unexpected repair costs were incurred during FY2022 for broken windows and doors at the Dehler Park Baseball Facility. Also, costs for the Legion Baseball Tournament from the summer of 2021 were paid and did not have budget authority. There is sufficient cash ($426,096) to fund the additional expenses. Additional budget authority of $8,700 is needed.

Dehler Park Repair Fund			8,700	Operation and Maintenance

Fund 2010 - East Tax Increment Fund

The original FY22 budget included developmental incentives in the amount of $150,000. At the time of budget adoption, specific projects were not identified, but anticipated. At the 7/26/21 City Council meeting, the City Council approved an agreement for the demolition of the Lazy KT hotel in the amount of $98,776. This was completed and paid on 9/23/2021. At the 4/26/21 City Council Meeting, an award for $63,085 was approved for improvements to the Yellowstone Ice facility in the EBURD. This project was completed and paid on 9/22/2021. Actual amounts paid for improvements to Yellowstone Ice were $62,079. Total developmental incentives paid in FY22 were $160,855. In addition to these, there were debt compliance costs totaling $500, which were not budgeted in FY22. A budget amendment of $11,355 is needed to cover these additional costs. Estimated ending cash balance in the East TIF fund will be $1.2 million.

East Tax Increment			11,355	Operation & Maintenance

Fund 7690 & 8730 - Parks Programs and Park District 1

At the 6/13/2022 City Council meeting, a contract was approved for additional funds to be made available for playground equipment at Castle Rock Park. Total Cash-in-lieu for Castle Rock Park is $121,188.02. Consistent with the staff memo approving the contract, this budget amendment will authorize the use of $121,000 of Cash-in-lieu funds from Castle Rock Park, leaving $188.02 remaining for Castle Rock Park.

Parks Programs			121,000	Transfer Out (Castle Rock Cash-in-lieu)
Park District 1			121,000	Capital Outlay

Fund 6200 - Information Technology Fund

At the 6/13/2022 City Council meeting, a contract was approved to purchase 5 Dell servers to replace existing servers. This project, totaling $152,235, was not included in the FY22 budget. Information Technology Fund has a working capital balance (short-term assets less short-term liabilities) of around $600,000. The IT Department is requesting a budget amendment for $150,000 to fund this purchase, using existing working capital for the purchase.

Information Technology			150,000	Capital Outlay

Fund 0100 - General Fund

At the 5/9/22 City Council Meeting, Council Member Choriki proposed an initiative to amend the budget to contribute $200,000 to the YWCA Women's Shelter. The estimated Marijuana Excise Tax Revenue to the City of Billings in FY22 is $208,357. These funds have not been received at the City, but will likely arrive some time in July or August. This request is a one-time contribution to be made before fiscal year end, to be funded by future anticipated Marijuana Excise Tax, which was not included in the FY22 budget.

General Fund - Non-Departmental			200,000	Operation & Maintenance

City Council Regular

Date:	06/13/2022
Title:	Public Hearing & Resolution Amending Water Rate Schedule I Resale Rates
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution amending the water rate Schedule I Resale Rates.

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

The water and wastewater fee and rate structure was approved as a two-year incremental rate adjustment by Council on May 24, 2021. Since adoption of those rates, the City has delayed construction of the west end water plant project which was previously incorporated in the FY23 revenue requirements for the water resale rate. The County Water District of Billings Heights is the only customer in this resale rate class. To account for the delay in capital projects, the City's water rate for the Resale class was recalculated. This is appropriate due to the significant impact the changes to the capital projects timing has on capital-related rate revenue requirements. Per the Agreement between the City and the County Water District of Billings Heights, an asset cannot be added to the rate base until the asset is substantially complete. The amended rate for the Resale class is a decrease from the previously calculated $3.68 per 1,000 gallons (kGal) to $2.97 per kGal. Although the revised rate is a decrease from what was previously approved, it is an increase of 5.7% over the FY22 rate.

The attached resolution specifies the amended water rate for the Resale class. A public hearing is required per MCA 69-7-111 and if the current proposed resolution is approved, the rate will be effective July 1, 2022.

ALTERNATIVES

City Council may:

- Approve the amended resolution; or,
- Not approve the amended resolution. If Council does not approve the amended resolution specifying the rates for Schedule I Resale Rates, the previously approved rate will be implemented as of July 1, 2022.

FISCAL EFFECTS

The proposed rate adjustment will decrease water revenues in FY23 by approximately $665,000.

Attachments

Resolution - Resale Rates

RESOLUTION 22-

A RESOLUTION REVISING WATER RATE SCHEDULE I RESALE RATES PURSUANT TO AGREEMENT BETWEEN THE CITY OF BILLINGS AND THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

WHEREAS, the City Council of the City of Billings, Montana passed and adopted the water and wastewater rate and fee schedules set forth in Resolution 21-10953 on May 24, 2021 for fiscal years beginning July 1, 2021 and July 1, 2022; and

WHEREAS, per the Agreement between the City of Billings and the County Water District of Billings Heights, capital projects are added to the rate base for rate calculations during the fiscal year in which the asset is substantially complete; and

WHEREAS, City of Billings staff has determined it necessary to amend the adopted water rate for the RESALE service class for fiscal year beginning July 1, 2022 due to a delay in constructing a large capital project; and

WHEREAS, under Title 69, Chapter 7 of the Montana Code Annotated, and under the terms of City Resolution Number 13585, the City of Billings is authorized to regulate the City's municipal water and wastewater utility and to change water and wastewater rates, fees, and charges as may be deemed by the City Council to be reasonable and just; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. That the resale rate specified in Schedule I the adopted water rate and fee schedules in Resolution 21-10953 be amended to $2.97 per kGal effective July 1, 2022.

2. That this Resolution is to be immediately filed in the City Clerk's Office and that the decision adopting the adjusted rates shall be final ten days after such are so filed.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, on the 13th day of June 2022.

CITY OF BILLINGS

BY: _____
William A. Cole, Mayor

ATTEST:

_____
Denise Bohlman, City Clerk

City Council Regular

Date:	06/13/2022
Title:	Public Hearing and Resolution Establishing Collection, Disposal, and Landfill Fees for Fiscal Year 2023
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution adopting collection, disposal, and landfill fees effective July 1, 2022.

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

Section 21-229 of the Billings, Montana City Code (BMCC) requires that the City Council adopt the Solid Waste collection and disposal charges and landfill fees annually by resolution. The existing solid waste rates and fees are not adequate for the operation and maintenance and capital investment necessary to continue providing service at the current level. The proposed rate and fee adjustments include the following:

- 5.3% increase in residential and commercial collections;
- 6.3% increase in dropbox/roll-off collection rates;
- 6.8% increase in landfill fees;
- A decrease in the monthly carry-out fee from double the residential monthly collection fee to be equal the residential fee for customers that have a medical necessity;
- A change in the bulky item pickup rate from $27 per pickup to $50 for the first 5 items, $100 for 6-10 items, and $150 for more than 10 items;
- Eliminating the 6% surcharge on outside of Montana landfill fees and incorporating the 6% into the outside of Montana landfill fee;

The attached resolution specifies the proposed rates and fees for FY23. A public hearing is required and if the proposed resolution is approved, rates will be effective July 1, 2022.

ALTERNATIVES

City Council may:

- Approve the recommended resolution; or,
- Not approve the resolution. If Council does not approve the resolution, the amended resolution to establish Solid Waste fees for FY23 will need to be considered at a future City Council meeting.

FISCAL EFFECTS

The proposed rate and fee adjustments will generate approximately $540,000 in residential and commercial collection revenues, $80,000 in roll-off revenues, and $430,000 in landfill revenues for a total increase to the solid waste fund of $1,050,000 for FY23.

Attachments

FY23 SW Fees Resolution

RESOLUTION 22-

A RESOLUTION ESTABLISHING SOLID WASTE RESIDENTIAL AND COMMERCIAL COLLECTION AND DISPOSAL FEES AND LANDFILL USE FEES

WHEREAS, a need is anticipated for repair, improvement, and continued operation and maintenance of existing and proposed solid waste facilities and services for the providing of collection, disposal, and landfill use to inhabitants of the City of Billings, Montana and its environs; and

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Billings and its environs to provide an adequate and safe solid waste collection service and landfill operation and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same; and

WHEREAS, the City Council of the City of Billings did adopt Ordinance No. 12-5574 on the 25th day of June 2012, providing for the billing of solid waste collection and disposal fees on a monthly basis; and

WHEREAS, said fees are established by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. That the rates, fees, and charges specified in Schedules I, II, and III are found to be just, reasonable, and necessary for the continued sound operation of the Solid Waste Division and that the proposed rates, fees, and charges are approved and adopted as the rates, fees, and charges of the City of Billings, Montana Solid Waste Division effective July 1, 2022.

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

3. That garbage fees will not be paid by the City General Fund, Public Safety Fund, Library Fund, or MET Transit Fund.

4. That on Monday, June 13, 2022, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

Schedule I – Residential and Mobile Home Collection and Disposal Fees

Monthly Fees (for unit occupied by 1 family)

Residential	$ 12.45	
Mobile home located in mobile park	$ 12.45	
Residential carry out service (medical necessity verification required)	$ 12.45	
Additional 90 gallon barrel	$ 4.15	
Residential landfill fees for new annexed property (not yet receiving City collection)	$ 3.05	
Refuse requiring a special pickup due to size or quantity	$ 50.00	1-5 items
	$ 100.00	6-10 items
	$ 150.00	>10 items
Refrigerator/freezer/air conditioner	$ 75.00	per pickup
NSF/Returned item fee	$ 25.00	per occurrence

Schedule II – Commercial Collection and Disposal Fees

Commercial collection service is available subject to Solid Waste Division approval of container type, size, placement, and serviceability.

Fees per Month for Customer Owned Containers

	PER WEEK FREQUENCY OF COLLECTION						
Container Size	**1**	**2**	**3**	**4**	**5**	**6**	**Saturday**
Extra Volume	$ 7.80						
90 Gallon Barrel	$ 19.15						
300 Gallon Barrel	$ 42.81						
30 Gallon Can	$ 7.59	$ 15.18	$ 22.78	$ 30.37	$ 37.96	$ 47.46	$ 15.18
1 Yard	$ 35.03	$ 70.06	$ 105.09	$ 140.12	$ 175.15	$ 218.94	$ 70.06
2 Yards	$ 40.64	$ 81.28	$ 121.91	$ 162.56	$ 203.20	$ 253.98	$ 81.28
3 Yards	$ 46.21	$ 92.42	$ 138.63	$ 184.84	$ 231.05	$ 288.84	$ 92.42
4 Yards	$ 52.12	$ 104.24	$ 156.36	$ 208.48	$ 260.60	$ 325.74	$ 104.24
6 Yards	$ 63.31	$ 126.62	$ 189.93	$ 253.24	$ 316.55	$ 395.70	$ 126.62
8 Yards	$ 74.67	$ 149.34	$ 224.01	$ 298.68	$ 373.35	$ 466.68	$ 149.34

Compactor containers will be assessed at 2.5 times the above rates.

Saturday service without 6 times per week pick-up will be assessed double the one-time per week rate. This service is not available in all areas.

The above fees are for customer-owned containers. For City-owned containers, in addition to the above fees, monthly container lease rates will be charged as follows:

Container Size	
< 6 yards	$ 23.05
6 or 8 yards	$ 30.30

Additional compactor truck service will be billed at the hourly rates as follows with a 1-hour minimum:

Compactor truck, 1 person	$ 104.70
Compactor truck, 2 people	$ 141.95

Additional commercial services:

Special event barrel rental/delivery		$ 123.30	per event
	plus	$ 2.85	per barrel
Container wash		$ 104.70	
Delivery charge for front or rear load		$ 46.50	
Daily rental fee for front or rear load		$ 5.30	
Collection and disposal fee			
front or rear load rental		$ 7.80	per cubic yard
Bar type locks/installation		$ 164.75	

Roll Off/Compactor Rates

Per pull plus disposal		
20, 30, or 40 yard container	$ 185.00	
10 or 12 yard container	$ 100.00	
Container wash	$ 104.70	
Debris dig out	$ 104.70	
Unit relocation (on same site)	$ 79.75	
Compactor turnaround fee	$ 46.55	
Daily rental for temporary roll off containers	$ 5.30	
300 cubic yard roll off - cash only		
minimum charge	$ 345.50	
NSF/Returned item fee	$ 25.00	per occurrence

Disposal rates are charged per Schedule III.

Schedule III – Landfill Fees

All businesses will be charged at least $8.20	ORIGIN OF WASTE[1] City of Billings	Other Towns & Counties	Outside of Montana
0 - 3.0 cubic yards or 0 - 1500 lbs[2]	$ -	$ 12.30	$ 16.40
Municipal solid waste, construction & demolition, etc. (per ton)	$ 23.50	$ 35.25	$ 47.00
Special Waste (per ton)[3]	$ 48.10	$ 72.15	$ 96.20
Asbestos			
Per ton	$ 92.50	$ 138.75	$ 185.00
Per bag	$ 12.70	$ 19.05	$ 25.40
Asbestos bags	$ 3.55	$ 5.33	$ 7.10
Dead Animals			
Animals < 100 pounds	$ 16.80	$ 25.20	$ 33.60
Animals > 100 pounds	$ 56.05	$ 84.08	$ 112.10
Per ton	$ 80.10	$ 120.15	$ 160.20
Mobile Home Trailers	$ 375.00	$ 562.50	$ 750.00
Refrigeration Units			
Refrigerators, Freezers, Air Conditioners (Each Unit)	$ 35.00	$ 52.50	$ 70.00
Special Pad Fee for Liquids	$ 132.85	$ 199.28	$ 265.70
Tires			
Tires per ton	$ 107.00	$ 160.50	$ 214.00
Uncovered Load Fee[4]	$ 25.00	$ 37.50	$ 50.00
If scale is inoperable, the vehicle will be charged by the cubic yard rated on the vehicle capacity			
Loose garbage (per CY)	$ 2.97	$ 4.46	$ 5.94
Compacted garbage (per CY)	$ 7.70	$ 11.55	$ 15.40
Non-compactible material (per CY)	$ 32.83	$ 49.25	$ 65.66
Special Waste, contaminated soil, etc. (per CY)	$ 70.12	$ 105.18	$ 140.24
Tires (per CY)	$ 79.66	$ 119.49	$ 159.32
Asbestos (per CY)	$ 46.24	$ 69.36	$ 92.48
NSF/returned item fee		$ 25.00	per occurrence

[1] Actual weights may result in the rates above rounding to the nearest $.05

[2] Residential Yellowstone County customers are assessed a landfill fee on the annual tax statement according to an Agreement with Yellowstone County and accordingly are not charged for loads less than 1.5 yds or 700 pounds.

[3] Special Waste such as contaminated soil, sludges, and treated timbers will be accepted on a case-by-case basis dependent upon testing and approval. If accepted, landfill fees will be charged rates specified above.

[4] Uncovered load fee will be charged to all customers that enter the landfill with an uncovered load.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, on the 13th day of June 2022.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	06/13/2022
Title:	Public Hearing and First Reading Ordinance Amending BMCC, Article 21-200, Solid Waste Collection and Disposal
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes
Legal Review	Yes

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve first reading of the ordinance amending Billings, Montana City Code (BMCC), Article 21-200, Solid Waste Collection and Disposal.

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

BMCC, Article 21-200 establishes general and cost methodology for Solid Waste Collection and Disposal. The primary purpose of the ordinance amendment is to revise carry out service from twice the monthly residential fee to the same as the monthly residential fee if the resident provides documentation of medical necessity. Additionally, amendments are proposed to delete obsolete language in BMCC, Article 21-200, as well as minor amendments to the verbiage.

ALTERNATIVES

City Council may:

- Approve the amendment to BMCC, Article 21-200 Solid Waste Collection and Disposal; or,
- Not approve the amendment.

FISCAL EFFECTS

It is estimated that the Solid Waste Fund will receive $10,500 less in revenues annually as a result of passing this amendment.

Attachments

Ordinance

ORDINANCE 22-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY REVISING ARTICLE 21-200 OF SAID CODE; REVISING COSTS AND DELETING OBSOLETE LANGUAGE

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

Section 1. That Article 21-200 of the Billings, Montana City Code (BMCC) is amended and renumbered so that such section shall read as follows:

DIVISION 1. – GENERALLY

Sec. 21-201. Definitions.

The following words and phrases, when used in this article, shall have the following meanings:

Animal as a class of refuse, dead animals means those that die naturally or from disease, are accidently killed, or disposed of administratively. Animals or parts of animals from slaughter houses or similar places are not included in this term, but are regarded as industrial refuse.

Cinders and ashes means the residue from the burning of wood, coal, coke, or other combustible materials in homes, stores, institutions and small industrial establishments, for the purpose of heating, cooking and disposing of waste combustible materials. Cinders produced in steam generating plants are included within the meaning of this term.

Collection of solid waste means the City's operation of gathering together and transporting of solid waste to the point of disposal.

Commercial means all business, industrial, institutional or agricultural establishments and all other properties that do not meet the residential definition. The city may allow multi-plex units to be classified as commercial at the owner's request.

Garbage includes animal and vegetable waste resulting from the handling, preparation, cooking and consumption of foods. It is composed largely of organic matters and their natural moisture content. The term includes within its meaning, food processing wastes from canneries, slaughter houses, packing plants or similar industries, or large quantities of condemned food products. Garbage also originates in kitchens, wholesale and retail stores and markets, restaurants, hotels and other places where food is stored, prepared, cooked or consumed.

Refuse means all solid waste of any kind or type legally disposed of through the operations of the city.

Residential means any property used as a permanent dwelling or abode by one (1) or more families including but not limited to single and multi-family, multi-plex, townhouse, apartment house, condominium, or any other housing unit, which receives ~~once-a-week collection of refuse contained in either thirty-two (32) gallon or less receptacles or~~ once-a-week automated collection of ~~special~~ receptacles provided by the city designed for use by one (1) or more families. Transient quarters, generally used as temporary residences, such as motels and hotels, are specifically excluded from the residential classification.

Rubbish means all refuse not included in garbage and ashes. It consists of a great variety of combustible and noncombustible waste materials from households, stores and institutions. This waste is defined more specifically as "combustible rubbish" and "noncombustible rubbish," but whenever the word "rubbish" is used alone, it means a mixture of both. Trash is synonymous with rubbish.

(1) *Building rubbish* means the waste materials from construction, remodeling and repairs on houses, commercial buildings and other structures. It comprises, among a great variety of other rejected matter, excavated earth, stones, bricks, plaster, wallpaper, lumber, shingles, concrete and waste parts.

(2) *Combustible rubbish* comprises miscellaneous flammable materials. Generally, it is the organic component of rubbish, such as paper, rags, cartons, boxes, wood, excelsior, furniture, bedding, rubber, leather, tree branches, yard trimmings and similar material.

(3) *Noncombustible rubbish* comprises miscellaneous refuse materials that are nonflammable at ordinary temperatures. For the most part, it is the inorganic component of rubbish, such as tin cans, metals, mineral matter, glass, crockery, dust, metal furniture, etc.

(4) *Yard rubbish* consists of tree branches, twigs, grass and shrub clippings, cut weeds, fallen leaves and general yard and garden waste materials.

Service means the frequency of collection each week and the size of containers used. Residential service is specifically defined as once-a-week ~~collection from either thirty-two (32) gallon or smaller containers from a single housing unit or the~~ automated collection of ~~special~~ residential receptacles provided by the city from residential properties.

Yard waste service means once-a-week automated collection of green residential receptacles provided by the city from residential properties from the first full week of April until the last full week of November. Yard waste may include garden waste, grass clippings, leaves, shrub pruning, smaller branches or twigs, and weeds. Yard waste specifically excludes dirt, sod, rocks, and animal droppings. Plastic bags must not be included in yard waste receptacles.

Sec. 21-202. Duty of owner or occupant.

(a) It shall be the duty of the owner or occupant of any premises within the city limits to keep such premises and one-half of the alley immediately adjacent thereto and the

gutter in front of or adjoining his or her property clean, open and free of wastepaper, cans, leaves or any unhealthy materials of any kind.

(b) Before a complaint can be filed charging a violation of this section, the person to be charged must first be given written notice of the violation, setting forth in the notice the nature of the violation, and a period of five (5) days after receiving such notice to remedy the violation.

(c) A violation of this section is designated as a municipal infraction and punishable by civil penalties as specified in section 18-1304.

Sec. 21-203. Infectious wastes.

(a) "Infectious waste" is that waste defined as "infectious waste" in Section 75-10-1003, Montana Code Annotated.

(b) Infectious wastes shall not be placed with other noninfectious wastes or refuse for normal collection by the city.

(c) The city administrator, or his designee, is authorized to issue written special permits to private individuals or entities permitting them to collect and remove infectious wastes within the city.

(1) Permits shall be issued only to those individuals or entities holding the licenses or permits required by Section 75-10-1006, MCA.

(2) Permits shall be issued on an annual basis.

(3) The permit fee shall be five hundred dollars ($500.00) annually. Such fee shall be paid at the time of issuance of the permit and is nonrefundable.

(4) All permits shall contain a provision prohibiting disposal in the city landfill of infectious wastes which have not been treated so as to render them noninfectious.

(5) All permits shall contain a provision stating that the city may, in its sole discretion, refuse to renew the permit at the end of the annual period and elect to provide such services exclusively with city facilities and personnel.

(d) It is unlawful for any person to dispose of or deposit in the city landfill any infectious wastes which have not been treated as described in Section 75-10-1005, MCA, so as to render them noninfectious and no longer biological hazardous.

Sec. 21-204. Inflammable waste; acids and explosives.

No person shall place or cause to be placed in or near the receptacle provided for the removal of refuse, any highly inflammable wastes, acids or explosives of any kind whatsoever. All such materials shall be disposed of by the producer of the inflammable waste in a manner directed by the city.

Sec. 21-205. Yard rubbish.

All trimmings from trees, shrubs and hedges shall be securely tied in bundles not heavier than seventy-five (75) pounds, nor more than four (4) feet in length, nor more than two (2) feet in diameter, and shall be left at or near the place specified for receptacles. Tree branches, limbs or the trunks placed for collection shall not exceed six (6) inches at the large end. Any rubbish not meeting these specifications may or may not be collected at the option of the city. All yard rubbish resulting from the work of a contractor or the like shall be removed by means provided by and at the sole expense and cost of the contractor.

Sec. 21-206. Refuse containers and receptacles—Duty to provide.

It is the duty of every owner or his or her agent or the occupant of any premises and all other persons occupying business premises wherein or whereon any refuse is created in the city to provide or cause to be provided, and at all times to keep or cause to be kept in such places as the city may from time to time direct, containers, receptacles or racks that conform to the provision of this article. Whenever the city provides individual barrels for curb collection or community barrels for alley collection of residential garbage, residents shall use these receptacles.

Sec. 21-207. Same—Number required.

(a) *Residential properties.* ~~When receptacles are not provided by the city, t~~There shall be a sufficient number of receptacles to adequately hold the accumulation of garbage refuse for a period of seven (7) days.

(b) *Commercial properties.* There shall be sufficient receptacles to contain all refuse generated between scheduled collection times. More frequent collections, additional or larger receptacles may be required at the direction of the city if there is an insufficient available capacity to contain the refuse generated.

Sec. 21-208. Same—Condition.

It is at all times the responsibility of the property owner or occupant to maintain receptacles in a good, clean and useable condition. Receptacles that are not provided by the city and that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the collectors or others whose duty it is to handle the containers, or to the extent that the covers will not fit tightly or to the extent of allowing the refuse to be scattered, will be condemned by the city. Replacement will be required upon notification. Commercial type containers shall be in good condition at all times with proper and functional lids, wheels where applicable, not bent and free from holes. Barrels provided by the city will be repaired and replaced by the city.

Sec. 21-209. Same—Size of residential containers.

The city shall provide all containers to residential customers for residential service and yard waste service. ~~When receptacles for refuse are provided by property owners,~~

~~receptacles shall not be less than eighteen (18) inches nor more than twenty (20) inches in diameter and shall not exceed thirty-two (32) gallons in capacity nor be less than fifteen (15) gallons in capacity, and shall be of galvanized metal or of similar character, with convenient handles for carrying and shall be watertight with tight fitting covers.~~ Plastic containers, receptacles, bags or sacks designed for the accumulating, storage and handling of refuse are also acceptable and will be picked up monthly. Refuse placed in receptacles not meeting these specifications may or may not be collected at the option of the city.

Sec. 21-210. Same—Storage.

(a) Underground container storage is not permitted. When collection is made from the street, storage of containers shall not be close to the curb area except on collection days.

(b) Commercial properties will provide suitable facilities for receptacle storage to protect against the accidental dispersal of refuse about the property or alleys and streets of the city.

Sec. 21-211. Preparation of refuse for collection.

(a) Ashes to be collected shall not contain any hot coals or ashes and shall be placed in a proper container. The collectors are not required to collect hot ashes.

(b) Refuse resulting from contract operations, tree trimming or removal including earth, plaster, metal, tile, brick, terra cotta, slate, shingles, roofing, tin, iron and construction litter in general shall be removed and disposed of by the person responsible for its production and in a manner and place approved by the city; provided, however, that small quantities of building rubbish resulting from minor alterations, or tree trimming done solely by the householder, will be collected by the city if properly contained.

(c) Combustible rubbish of every kind whatsoever shall be securely wrapped, packed or contained in a manner that will prevent scattering by the wind and shall be deposited in a proper receptacle.

Sec. 21-212. Disturbing refuse receptacles.

No person shall remove, handle, pick or otherwise disturb the refuse receptacles or the contents thereof which have been properly placed for collection. This section shall not apply to the owner, occupant, lessee of residence, dwelling or other building so placing the refuse and receptacle or to others whose legal duty it is to handle the receptacles or contents, or to those who have been issued a permit for such purpose. This section shall not restrict the authority of law enforcement officials to conduct a search of refuse receptacles.

Sec. 21-213. Use of landfill by persons other than city.

(a) Use of the landfill by persons other than the city shall be in accordance with the use agreements between the city and all other entities. Use of the landfill shall be subject to the fees set forth in an annual resolution. Refuse shall be acceptable to the city and be deposited in strict accordance with all rules and regulations governing the city landfill.

(b) City residents hauling non-business waste from their primary residence will not be charged if the waste is hauled in a vehicle no larger than a ~~three-fourths~~ one-ton pickup truck, or equivalent size trailer. Fees will apply for special waste in accordance with the disposal fee resolution adopted by the city council annually.

(c) Employees of the city in charge of maintaining the landfill are authorized to request of any person to produce proper registration of any vehicle, issued by the state, to certify that the vehicle is owned by a resident or nonresident of the city. Employees in charge of maintaining the landfill are further authorized to request any other suitable identification from operators or owners of vehicles to determine whether such person is a resident or nonresident.

(d) Payment of landfill fees by private refuse haulers and contractors shall be allowed by monthly billing after establishment of acceptable credit. Any account which is delinquent more than sixty (60) days shall be refused the right to dispose of any refuse at the city landfill until the account is paid in full.

Sec. 21-214. Collection by city exclusive.

(a) It is unlawful for any person other than the city to engage in the business of collecting, removing and disposing of refuse within the jurisdiction of the city, or for any person other than the city, its agents or employees to do or perform any of the things herein required to be done or performed by the city, except:

    (1) As provided in sections 21-215 and 21-203;

    (2) For drop-box service on construction sites; and

    (3) As provided by MCA 7-2-4736, preservation of existing garbage or solid waste service in the event of annexation.

(b) The city administrator with the consent of the city council, may call for bids on any areas that may be opened for competitive bidding by private haulers.

Sec. 21-215. Special permits.

In the case of isolated premises or where reasonable access cannot be had by truck, refuse therefrom may, upon written special permission of the city, be collected, removed and disposed of in such manner as the city shall in and by such permit approve and direct.

Sec. 21-216. Supervision of disposal.

All matters relating to the collection, removal and disposal of refuse, unless specifically placed under the direction of the city/county board of health, shall be done and performed under the supervision, direction and control of the city administrator or designee, and in strict conformity with the provisions of this article and with any additional rules and regulations that may be made from time to time by the city administrator.

Sec. 21-217. Load security.

No person for himself or herself or on behalf of any other person shall operate a vehicle within the city or between the city and the city landfill disposal site transporting material or refuse of any kind or nature which is not fully secured. "Unsecured loads" are defined as a load of any quantity of any material or refuse that is not fully tied, covered or enclosed in such a manner that material being transported cannot be spilled, blown, dropped or otherwise lost from the transporting vehicle. Any person violating this section on load security shall be guilty of a misdemeanor, shall be issued a citation and notice to appear, shall be required to unload in a designated landfill area and shall pay a minimum fine of thirty-five dollars ($35.00).

The maximum fine is as provided in section 1-110. Upon subsequent offenses by the same person, the offender will be subject to a penalty as provided for other violations of this article as provided in section 1-110. For the purposes of this section the solid waste superintendent, or designee(s), is authorized as the enforcement officer and is granted the authority to enforce the provisions of this section and issue citations.

Secs. 21-218—21-225. Reserved.

DIVISION 2. – COSTS

Sec. 21-226. Assessment against property; monthly billing authorized.

The cost of collecting and/or disposing of refuse, from the streets, alleys and private premises of the city shall be ~~assessed wherever possible against the real estate from which such refuse is produced or collected. The city administrator or designee is authorized to~~ bill<u>ed at the monthly rate established by this division</u> ~~1/12th of the annual solid waste assessment, established pursuant to section 21-229 supra,~~ to each customer on the monthly public works utilities water and wastewater billing statements.

Sec. 21-227. Costs borne proportionately.

Each property from which refuse is produced or collected shall, as far as practicable, bear its share of the expense of collecting and/or disposing of the refuse in proportion to the amount of refuse collected and/or disposal of and the frequency of collection.

Sec. 21-228. Cost estimate.

It is the duty of the city administrator to provide the council an estimate, as near as practicable, of the cost of collecting and disposing of refuse in the city.

Sec. 21-229. Annual determination of charges for services rendered.

~~Not later than the first regular council meeting in August of each year,~~ T~~t~~he council shall hold a public hearing annually and pass and adopt a resolution setting the commercial and residential services collection and disposal rates, landfill fees and any other miscellaneous fees or charges deemed appropriate and necessary. The resolution shall list the fee schedules.

Sec. 21-230. Reserved.

Secs. 21-231—21-233. Reserved.

Sec. 21-234. Hearing of objections; changes; final passage.

At the time set for hearings objections to the final passage of the resolution referred to in section 21-229, or at a time to which such meeting may be adjourned, the city council shall pass upon all objections and make such changes in the assessments as it shall deem necessary and proper after hearing such objections, and shall adopt such resolution. Thereafter, the city clerk shall incorporate such changes in the list of charges as extended.

Secs. 21-235—21-237. Reserved.

Sec. 21-238. Refunds.

No refunds of charges collected under this division shall be made except in cases of obvious error or change of service.

Sec. 21-239. Residential lots involving off-street collection.

For each residential property where the collection is made from beyond the curb, sidewalk or alley area in which a documented medical necessity is obtained from the resident, the monthly charge shall be equal to the monthly residential service rate established under this division. For each residential property where ~~the~~ collection is required to be made from beyond the curb, sidewalk or alley area due to the way in which the property was constructed, one hundred (100) percent shall be added to the residential rate established under this division.

Sec. 21-240. Refuse requiring special handling.

Disposal of refuse of a kind for which other provision is not made shall be made pursuant to this section. Any refuse placed upon the alleys or streets which does not come within the provisions of this article may be removed therefrom at the expense of the owner of the property from which such refuse originates. The city may submit a bill to the persons liable for the removal of such refuse. If the amount is not paid within ten (10) days after the bill is submitted, then the charge shall be collected in the same manner as the collection of other refuse fees, as provided in this chapter.

Sec. 21-241. Removal of refuse at owner's expense.

Nothing contained in this article shall prevent the city council from requiring the owner or occupant of premises to remove therefrom the refuse or a portion thereof at his or her own expense, under the supervision and control of the city and adjusting the fee.

Section 2. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 3. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4**.** **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

City Council Regular

Date:	06/13/2022
Title:	Public Hearing and Resolution approving a street name change for Monad Road to Rocky Vista Way, located in St. Vincent Healthcare Subdivision
Presented by:	Debi Meling
Department:	Public Works
Presentation:	Yes
Legal Review	Yes

RECOMMENDATION

Staff recommends City Council approve the resolution to change the name of Monad Road to Rocky Vista Way between Shiloh Road and 44th Street West.

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

City staff received a request from Dr. David Park, Vice President and Founding Dean of Montana College of Osteopathic Medicine, to change the name of Monad Road within the St. Vincent Healthcare Subdivision. The College is currently being constructed adjacent to Monad Road west of Shiloh Road. The College requested that Monad Road from Shiloh Road to South 44th Street West be renamed to Rock Vista Way. Attached is a letter from Dr. Park requesting the street name change.

City staff has reviewed the request to rename the street. A street may be renamed by the City Council by resolution upon conducting a public hearing per BMCC 22-700 Renaming of Streets. Normally, City staff would recommend that street names remain consistent from end to end as changing the name for a section can cause confusion. Monad Road turns south at 44th Street West and is not planned to go further west. The only property owner addressed to Monad Road from Shiloh Road to South 44th Street is the medical school that is requesting the change. There are other properties that may be addressed to this section of street as they develop.

ALTERNATIVES

City Council may:

- Approve the Resolution and street name change to Rocky Vista Way; or,
- Not approve the name change.

FISCAL EFFECTS

The City will incur nominal costs for the map updates. New street name signs will be installed and paid for by the medical school.

Attachments

Resolution Renaming Street
Letter from Dr. Park
Area map

RESOLUTION NO. 22-_____

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE ARTICLE 22-700, RENAMING A SECTION OF MONAD ROAD TO ROCKY VISTA WAY.

WHEREAS, the City Council has authority to change the name of any street or avenue pursuant to Section 22-701, Billings, Montana City Code (BMCC); and

WHEREAS, the City Clerk published a notice of the public hearing in accordance with Section 22-702, BMCC; and

WHEREAS, the City Clerk mailed a notice of the public hearing to each property owner, or his agent, abutting Monad Road, between Shiloh Road and South 44th Street West, in accordance with Section 22-702, BMCC; and

WHEREAS, on Monday, June 13, 2022, the City Council held a public hearing on the renaming of this section of Monad Road to Rocky Vista Way; and

WHEREAS, the City Council finds that the renaming of this section of Monad Road appears to be in the best interests of the City and its inhabitants and acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:
That once a copy of this resolution is filed with the Yellowstone County Clerk and Recorder, the section of the street of Monad Road between Shiloh Road and South 44th Street West is deemed changed to ROCKY VISTA WAY.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 13th day of June, 2022.

_____
Mayor

Attest:

_____
City Clerk

ROCKY VISTA UNIVERSITY
MONTANA COLLEGE OF OSTEOPATHIC MEDICINE
Achieving new heights in medical education

April 25, 2002

Dear Billings City Official,

On behalf of Rocky Vista University – Montana College of Osteopathic Medicine, I am formally requesting a name change of the unfinished street that borders the property of our new medical school campus in the West End of Billings. We currently own 12.8 acres of said property with plans to purchase the adjacent 5.43-acre lot to the west. Our footprint will comprise a major medical school campus with approximately 800 students and university employees after the completion of our ramp up period. We are also exploring other medical and research related aspirations on the adjacent 5.43-acre plot.

Please note that I have had conversations with the major stakeholders who would be affected by the street renaming and have earned their support for the street name changes. (See Appendix A)

My request is to rename the section of Monad Rd directly west of Shiloh Rd to **Rocky Vista Way** (See Image 1 and 2). RVU will be partly responsible for the construction of that street.

I hope the information contained in this letter provides sufficient explanation and supporting evidence for your deliberations but if you have any questions please do not hesitate to contact me by phone or email. I am also very willing to visit your office for an in-person conversation or testimony. I look forward to the city's decision.

Thank you.

Sincerely Yours,

David J. Park, DO, FAAFP, FACOFP
Vice President and Founding Dean
Montana College of Osteopathic Medicine

Image 1

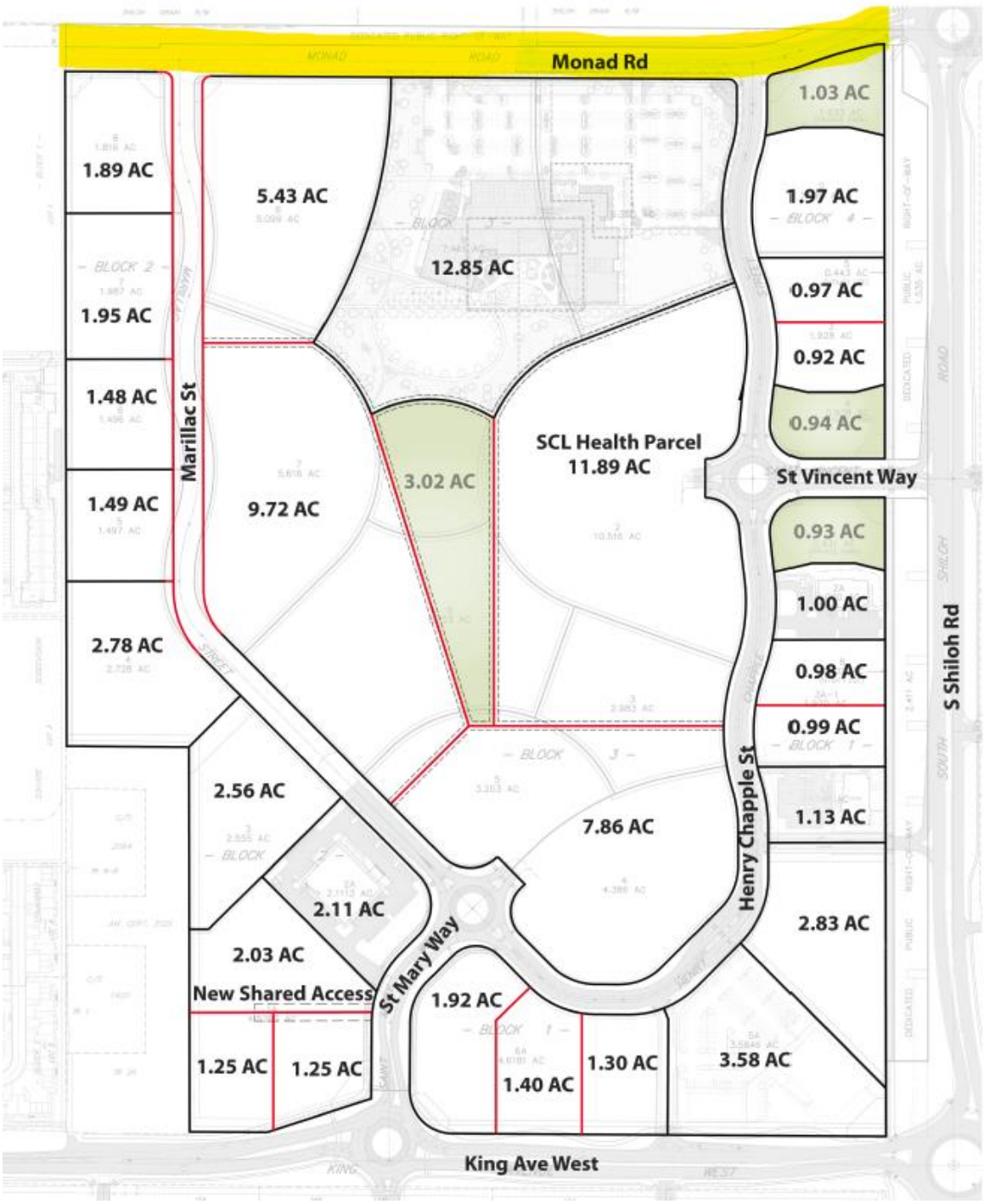

Monad Rd
1.89 AC
5.43 AC
12.85 AC
1.03 AC
1.97 AC
0.97 AC
0.92 AC
0.94 AC
1.95 AC
1.48 AC
1.49 AC
2.78 AC
Marillac St
9.72 AC
3.02 AC
SCL Health Parcel
11.89 AC
St Vincent Way
0.93 AC
1.00 AC
0.98 AC
0.99 AC
1.13 AC
2.83 AC
S Shiloh Rd
Henry Chapple St
2.56 AC
7.86 AC
2.11 AC
2.03 AC
New Shared Access
St Mary Way
1.92 AC
1.25 AC
1.25 AC
1.40 AC
1.30 AC
3.58 AC
King Ave West

Image 2

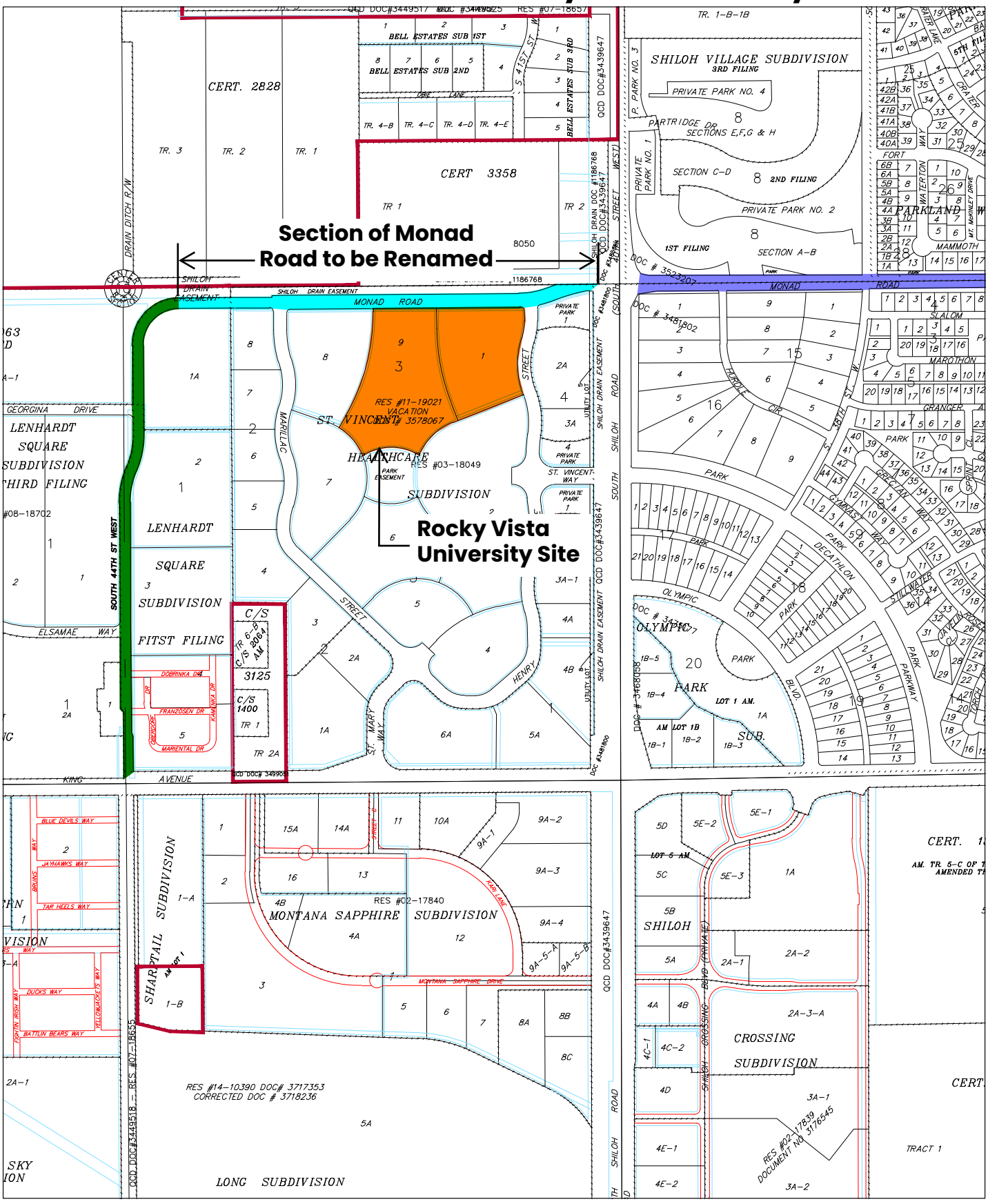

Monad Rd
Henry Chapple St
Interpointe Apartments
Decathlon Pk
Summit Oral Surgery & Implant Center
Shiloh Rd
Shiloh Glen Apartm
Dialysis Clinic, Inc
Three Way
Dobrinka Dr
Kamenka Dr
Franzosen Dr
Marillac St
REI
Mariental Dr
King Ave W

Appendix A
Endorsing Stakeholders

1. Mike Stock, President and CEO – Stock Development
2. Lilly Corning, Vice President – Corning Companies
3. Brad Hamilton, Regional VP of Strategy & Business Development – SCL Health
4. *Paul Jones, Lead Pastor of Emmanuel Baptist Church, states he will not oppose nor support this initiative. This name change will not impact business operations of the church.

EXHIBIT

Section of Monad Road to be renamed to Rocky Vista Way



City Council Regular

Date:	06/13/2022
Title:	Hearing and Resolution Annexation 22-04
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council hold a public hearing on the annexation. Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

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

IMEG, Inc.on behalf of Messinger Company, LLC submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located west of Harnish Boulevard and north of Trade Center Avenue. The land being annexed is described as being Tracts of Land situated in the NW 1/4 of Section 24, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows: A portion of Tract 11A-1, of Amended Tract 11A of Certificate of Survey 1391, recorded May 23, 2022, under Document No. 4017922 more particularly described as: Beginning at the southeast corner of said Tract 11A-1; S 88°55'56" W for a distance of 304.08 feet; thence along a curve to the left, with a radius of 1916.88 feet, an arc length of 250.13 feet and a delta angle of 07° 28' 55"; thence N 71°20'38' E for a distance of 300.000 feet, to a point on the west Right-Of-Way of Harnish Boulevard; thence along a curve to the right and along said Right-Of-Way, with a radius of 2216.86 feet, and arc length of 342.86 feet, a delta angle of 08° 51' 40" to the Point Of Beginning. Said tract of land describes a portion of said Tract 11A-1, added as a result of a relocation common boundary line as shown on said Amended Tract 11A of Certificate Of Survey No. 1391. Including adjacent Right-Of-Way of Harnish Boulevard and that portion of Trade Center Avenue adjacent to Lots 2-4, Block 3 of Shackelford-Yellowstone Subdivision 3rd Filing. Said annexation containing 2.043 gross and net acres, more or less.

The property is zoned I1 - Light Industrial. This is a zoning district recognized by the City. Immediately adjacent property was annexed in 2021 after the Limits of Annexation Map were altered to include this property in the red area to facilitate the construction of a new Coca-Cola facility with city services. The additional land area is needed for the proposed bottling facility.

It is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. Staff finds the proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within the City's Annexation Petition Area on its Limits of Annexation Map.
2. The City is able to provide adequate city services within a time period mutually agreed to by the property owners requesting annexation and the city.
3. Existing or proposed public improvements within the area to be annexed will meet City standards.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest future Special Improvement Districts.
5. If annexed, any proposed land use will comply with the zoning.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below. The County Public Works Department did not respond to this annexation request.

- Water and Sanitary Sewer: Public water and sanitary sewer service is available to the property proposed for annexation. The Developer will be responsible for the design and construction of a sanitary sewer main and a water main in Harnish Boulevard along the frontage of the above-described property.
- Storm water: Any development will be compliant with the adopted Stormwater Management Manual.
- Transportation: The Developer Tract will be accessed from Harnish Boulevard. The Public Right-of-way along Harnish Boulevard will be dedicated to the City of Billings.
- Fire Stations: The Billings Fire Department currently serves the subject property through the Billings Urban Fire Service Area agreement. The Billings Fire Department will continue to serve the property upon annexation. As this and additional annexations are built out, additional fire department resources will be needed to meet and maintain our high level of service due to the increased call volume and burden on our department these

annexations create. The nearest fire station is Station #5, located at 605 S. 24th St. W, approximately 4.5 road miles or 7-10 minutes driving time to the subject property.
- Parks: No Parkland or Trails will be required as part of this annexation.
- School facilities: The School district did not raise any special requests or concerns during their review of this proposal. This is typical for commercial development such as this. Though this development will bring jobs to the vicinity it will not necessarily equate to new residences or students.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property, however the Fire Department in its comments above did note its concerns as additional property is annexed into the City.

- Transit: The annexed area is not directly services by a MET Route. The nearest route, MET Route 13-West End, currently operates through the intersection of Zoo Drive and Pierce Parkway traveling northbound, which is the nearest accessible point to the property. This intersection is approximately 1.17 miles from the proposed annexation location via roadway. MET does not anticipate that fixed-route would operate in the area until more significant commercial and/or residential growth necessitated transit service in the area.
- Police: This proposed development is adjacent to established city limits and will not require an adjustment in schedules or staffing at this time. There is sufficient ingress/egress to the area. Despite recent passage of a safety levy, continued annexation and development will affect our ability to deliver service without commensurate resources.
- Public Utilities: The Public Works-- Distribution and Collection Division had no concerns with the annexation request.
- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no concerns with serving the property.
- Public Works-Solid Waste: The Solid Waste Division had no concerns with annexing the property, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. Depending on factors at any given time such as traffic and congestion, this property may be within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.
- Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. The Planning Division staff supports the annexation because it is consistent with the Limits of Annexation map and the criteria of the annexation policy has been met. Further, coordination with other departments does not raise concerns that cannot be mitigated. Lastly, this property is part of a significant investment and partnership with the Coca Cola bottling facility. City Council has made several decisions over the past year, that have poised this property for city development. These decisions have a cumulative affect, therefore, City Council is being provided with a recommendation of approval.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on the property and was advertised in the Yellowstone County News.

ALTERNATIVES

The City Council may

- Approve,
- Conditionally approve or
- Deny the petition for annexation.

Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the development agreement and ward boundary ordinance. On March 18, 2022, the annexation petition was submitted to the Planning Division by the owner's agent. On June 13, 2022, the City Council is scheduled to take action on the petition.

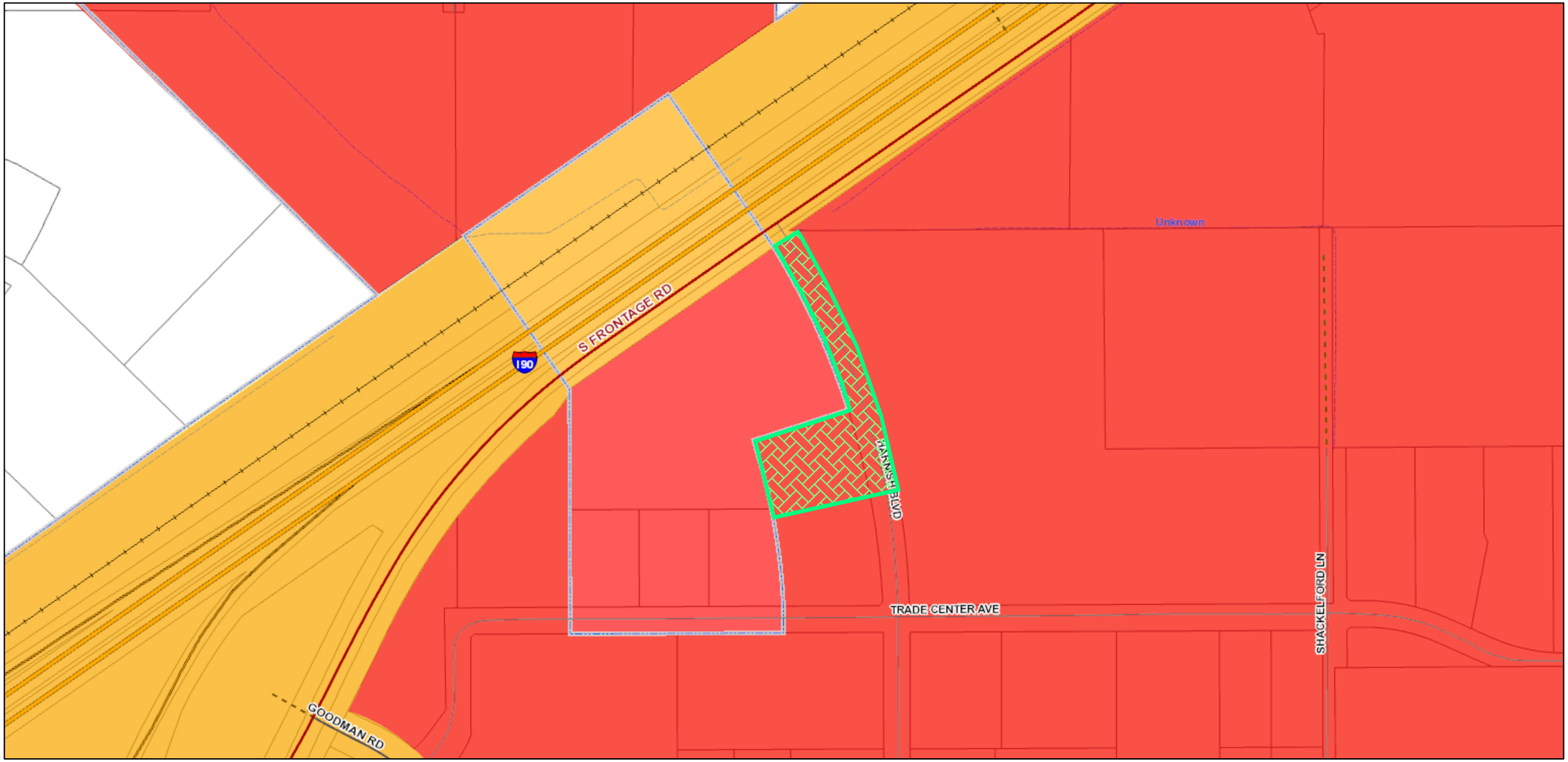
FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Limits of Annexation Map
Annexation Resolution

ArcGIS Web Map



4/20/2022, 4:07:08 PM

1:5,040

0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

Limits of Annexation
- City Annexation Petition Area
- Long Range Urban Planning Area

Streams, Ditches, Canals
- Other
- Canal or Ditch
- Concrete Box Culvert
- Creek or Slough
- Drain
- Pipe
- Water Body
- Castlerock Reservoir

Tax Parcels

Address Points
- Residential
- Commercial
- Public
- Non-Occupied

- City Government
- Church
- Montana County Boundaries
- Billings City Limits
- Airport Hard Surface
- Railroad

Road Centerline
- INTERSTATE
- INTERSTATE RAMP
- US ROUTE
- STATE HIGHWAY
- ARTERIAL
- COLLECTOR
- STREET
- PROPOSED ROAD
- UNDEVELOPED ROAD
- PLACEHOLDER
- City / Town

Web AppBuilder for ArcGIS

RESOLUTION NO. 22 -

A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

Tracts of Land situated in the NW 1/4 of Section 24, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:
A portion of Tract 11A-1, of Amended Tract 11A of Certificate of Survey 1391, recorded May 23, 2022, under Document No.4017922 more particularly described as:

Beginning at the southeast corner of said Tract 11A-1; S 88°55’56” W for a distance of 304.08 feet; thence along a curve to the left, with a radius of 1916.88 feet, an arc length of 250.13 feet and a delta angle of 07° 28' 55”; thence N 71°20’38’ E for a distance of 300.000 feet, to a point on the west Right-Of-Way of Harnish Boulevard; thence along a curve to the right and along said Right-Of-Way, with a radius of 2216.86 feet, and arc length of 342.86 feet, a delta angle of 08° 51' 40" to the Point Of Beginning.

Said tract of land describes a portion of said Tract 11A-1, added as a result of a relocation common boundary line as shown on said Amended Tract 11A of Certificate Of Survey No. 1391.

Including adjacent Right-Of-Way of Harnish Boulevard and that portion of Trade Center Avenue adjacent to Lots 2-4, Block 3 of Shackelford-Yellowstone Subdivision 3rd Filing.

Said annexation containing 2.043 gross and net acres, more or less.

(# 22-04) See Exhibit "A" Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:

- Within 45 working days and prior to site development, a mutually acceptable Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the Creation of Special Improvement Districts which will be recorded with the Yellowstone County Clerk and Recorder.

If the above conditions are not satisfied as set forth herein, the annexation will not be effective and any subsequent requests for annexation of the property legally described within this resolution shall be processed as a new petition for annexation.

4. EFFECTIVE DATE. This resolution to annex the above-described territory shall be effective immediately upon satisfaction of all conditions. If the above condition(s) are not satisfied, this resolution shall be null and void and shall have no effect.

5. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 13th day of June, 2022.

CITY OF BILLINGS:

BY: _____

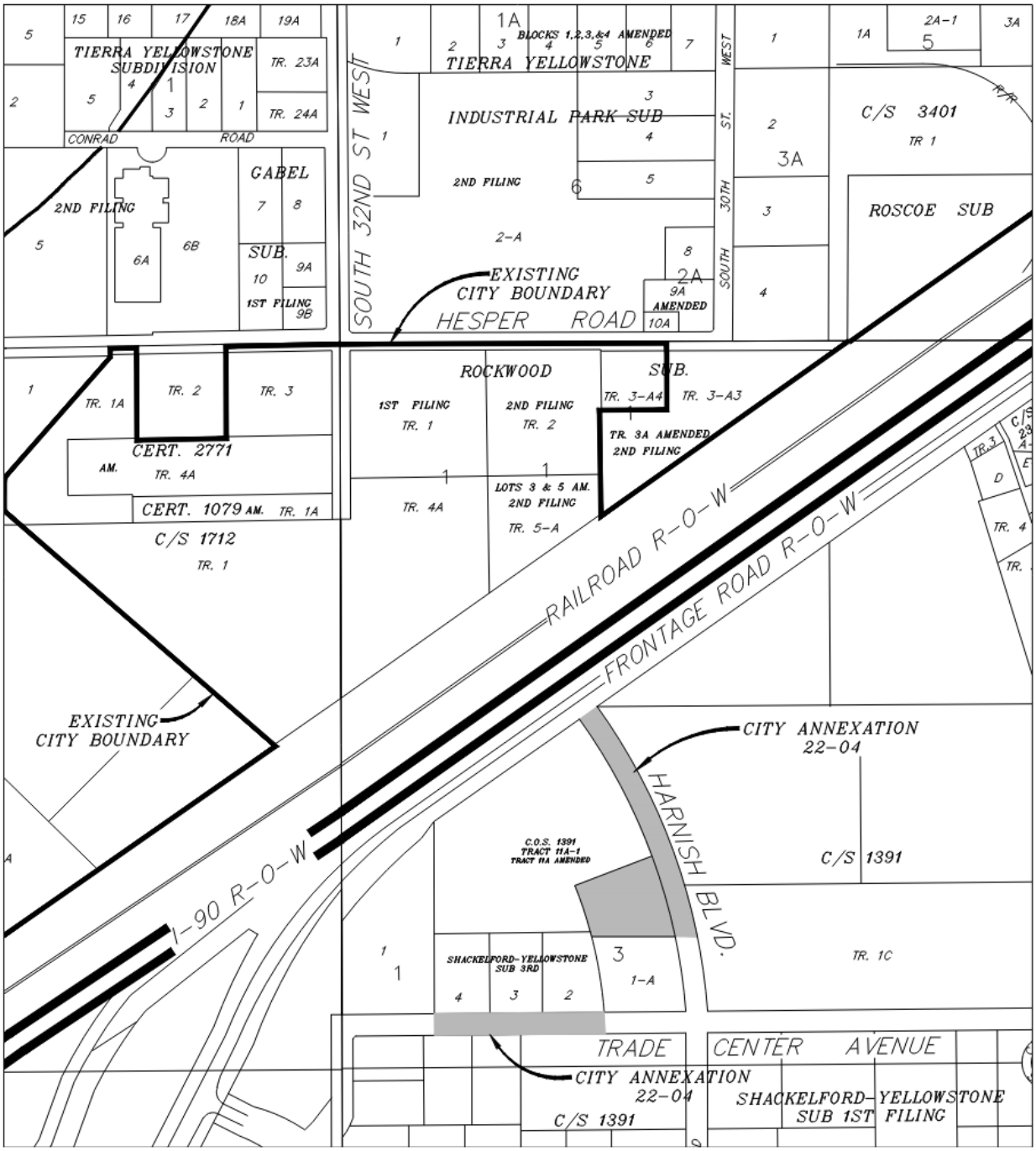
William A. Cole, Mayor

ATTEST:

BY: _____

Denise R. Bohlman, City Clerk
(# 22-04)

EXHIBIT "A"


TIERRA YELLOWSTONE SUBDIVISION
TR. 23A
TR. 24A
CONRAD
ROAD
GABEL SUB.
1ST FILING
2ND FILING
6A
6B
9A
9B
10
SOUTH 32ND ST WEST
BLOCKS 1,2,3,&4 AMENDED
TIERRA YELLOWSTONE
INDUSTRIAL PARK SUB
2ND FILING
2-A
EXISTING CITY BOUNDARY
HESPER ROAD
9A AMENDED
10A
2A
WEST
SOUTH
30TH
ST.
C/S 3401
TR 1
ROSCOE SUB
TR. 1A
TR. 2
TR. 3
CERT. 2771 AM.
TR. 4A
CERT. 1079 AM.
TR. 1A
C/S 1712
TR. 1
ROCKWOOD SUB.
1ST FILING
TR. 1
2ND FILING
TR. 2
TR. 3-A4
TR. 3-A3
TR. 3A AMENDED 2ND FILING
TR. 4A
LOTS 3 & 5 AM. 2ND FILING
TR. 5-A
RAILROAD R-O-W
FRONTAGE ROAD R-O-W
EXISTING CITY BOUNDARY
CITY ANNEXATION 22-04
C/S 1391
HARNISH BLVD.
C.O.S. 1391 TRACT 11A-1 TRACT 11A AMENDED
TR. 1C
I-90 R-O-W
SHACKELFORD-YELLOWSTONE SUB 3RD
1-A
TRADE CENTER AVENUE
CITY ANNEXATION 22-04
C/S 1391
SHACKELFORD-YELLOWSTONE SUB 1ST FILING

City Council Regular

Date:	06/13/2022
Title:	Annexation Agreement with Messinger Company, LLC
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the Annexation Agreement with Messinger Company, LLC.

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

City Council will consider annexation of a portion of Tract 11A-1, of Amended Tract 11A of Certificate of Survey 1391. The property proposed to be annexed is located along Harnish Boulevard north of Trade Center Avenue. This property is part of the Coca-Cola Facility being constructed along the South Frontage Road. Typically, as a condition of approval of the annexation, the property owner enters into an Annexation Agreement with the City of Billings outlining necessary public improvements. The Annexation Agreement outlines the off-site improvements necessary for development including access to the site and construction of water and sanitary sewer, and storm drain. The Annexation Agreement provides for City required off-site improvements should the property be annexed and developed without a subdivision plat. The Annexation Agreement for this Council action generally includes the following conditions or improvements:

- Requirement for access to Harnish Boulevard;
- Requirements for extension of water and sanitary sewer mains along Harnish Boulevard in the future;
- Construction of curb and gutter and sidewalk along Harnish Boulevard; and
- Outlines requirements for traffic impact study.

ALTERNATIVES

City Council may:

- If the annexation is approved, then approve the Annexation Agreement with the property owner; or
- Not approve the Annexation Agreement. If the agreement is not approved, the responsibility for infrastructure improvements would be in accordance with policies in place at the time of development.

FISCAL EFFECTS

There are several requirements of the Annexation Agreement that would not be required upon site development. Section 5 requires the dedication of public right-of-way, if needed. Section 6 requires a sidewalk easement if needed.

The financial impact of the remainder of the agreement is dependent on policy changes that may occur before development. If development occurs before any changes to the City's development policies, there would be no financial impact. If development occurs after City development policies change, the financial impact would be dependent on the changes.

Attachments

Annexation Agreement
Annexation Exhibit

Return to:
City of Billings
2224 Montana Avenue
Billings, MT 59101

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this _____ day of _____, 20 _____, by and between *Messinger Company, LLC, 2210 N Plaza Drive, Rapid City, SD 57701-3601,* hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

WHEREAS, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

> Tract of Land situated in the NW 1/4 of Section 24, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:
>
> A portion of Tract 11A-1, of Amended Tract 11A of Certificate of Survey 1391, recorded May 23rd, 2022, under Document No. 4017922 more particularly described as:
>
> Beginning at the southeast corner of said Tract 11A-1; S 88°55'56" W for a distance of 304.08 feet; thence along a curve to the left, with a radius of 1916.88 feet, an arc length of 250.13 feet and a delta angle of 07° 28' 55"; thence N 71°20'38' E for a distance of 300.000 feet, to a point on the west Right-Of-Way of Harnish Boulevard; thence along a curve to the right and along said Right-Of-Way, with a radius of 2216.86 feet, and arc length of 342.86 feet, a delta angle of 08° 51' 40" to the Point Of Beginning hereinafter referred to as "DEVELOPER TRACT".

WHEREAS, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tract; and

WHEREAS, DEVELOPER desires to annex Developer Tract to the City; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tract contingent upon an Annexation Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

1. *Roads and Access.* The Developer Tract will be accessed from Harnish Boulevard.

2. *Sanitary Sewer.* DEVELOPER is responsible for the design and construction of a sanitary sewer main in Harnish Boulevard along the lot frontage of the Developer Tract. Construction of the sanitary sewer in Harnish Boulevard will be required when the adjacent or nearby tract(s) annex into the City requiring the extension of sanitary sewer. DEVELOPER can submit a reimbursement agreement in accordance with the City's Rules and Regulations Governing Water and Wastewater Service.

3. *Water.* DEVELOPER is responsible for the design and construction of a water main in Harnish Boulevard along the lot frontage of the Developer Tract. Construction of the water main in Harnish Boulevard will be required when the adjacent or nearby tract(s) annex into the City requiring the extension of water mains or at the request of the City for looping purposes. DEVELOPER can submit a reimbursement agreement in accordance with the City's Rules and Regulations Governing Water and Wastewater Service.

4. *Storm Drain.* The DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018).

5. *Right-of-Way.* Public right-of-way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. If the Developer Tract does not develop through subdivision, a Master Site Plan approval will be required; the City may require the Developer to dedicate adequate right-of-way as part of the City's approval of such Master Site Plan.

6. *Street Construction, Widening and Sidewalks.* DEVELOPER will be required to construct a 5-foot-wide boulevard walk with at least a 5-foot-wide boulevard along Harnish Boulevard (a local Commercial Street) along the

entire lot frontage of the Developer Tract. DEVELOPER shall dedicate public right-of-way or a public sidewalk easement along Harnish Boulevard.

The owner of the Developer Tract shall be responsible for the maintenance, repair, and replacement of the sidewalk after construction.

7. *Multi-use Trail*. A 10-foot-wide multi-use trail is not required along the frontage of the Developer Tract.

8. *Future Intersection Contributions.*
A traffic impact study shall be required by the City if the development exceeds 500 trips/day as determined by the City. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER.

Furthermore, any improvements identified within the TIS to mitigate off-site traffic impacts would be responsibility of the DEVELOPER for design and construction.

9. *Other Public Improvements.* For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and park maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer properties can be included in a Special Improvements District for improvements identified in Annexation Agreement regardless of location of individual properties in relation to the improvements.

10. *Compliance with Land Use and Development Ordinances and Regulations.*
Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, policies, and fees that are applicable to the development, redevelopment, or use of the subject property. Final plats or other dedications of the Developer Tract will be transmitted to the City for City Council acceptance of dedication of right-

of-way and public easements. Dedications, deeds or conveyances will be in the name of the City after the effective date of the annexation and will be forwarded to the City Council for acceptance.

11. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

12. *Attorney's Fees.* In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

13. *Amendments and Modifications.* Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"DEVELOPER" *Messinger Company, LLC*

By: _____

Title: _____

STATE OF SOUTH DAKOTA)
:ss
County of _____)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of South Dakota, personally appeared _____, known to me to be the person who signed the foregoing instrument as the Messinger Company, LLC representative of DEVELOPER, and who acknowledged to me that said DEVELOPER executed the same.

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

_____
Notary Public in and for the State of South Dakota
Printed name:_____
Residing at:_____
My commission expires:_____

This Agreement is hereby approved and accepted by City of Billings, this ___ day of _____, 20___.

"CITY" CITY OF BILLINGS, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of_____, 20___, before me, a Notary Public for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and park maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

Tract of Land situated in the NW 1/4 of Section 24, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

A portion of Tract 11A-1, of Amended Tract 11A of Certificate of Survey 1391, recorded May 23rd, 2022, under Document No. 4017922 more particularly described as:

Beginning at the southeast corner of said Tract 11A-1; S 88°55’56” W for a distance of 304.08 feet; thence along a curve to the left, with a radius of 1916.88 feet, an arc length of 250.13 feet and a delta angle of 07° 28' 55”; thence N 71°20’38’ E for a distance of 300.000 feet, to a point on the west Right-Of-Way of Harnish Boulevard; thence along a curve to the right and along said Right-Of-Way, with a radius of 2216.86 feet, and arc length of 342.86 feet, a delta angle of 08° 51' 40" to the Point Of Beginning.

"DEVELOPER" *Messinger Company, LLC*

By: _____
Title:_____

STATE OF SOUTH DAKOTA)
:ss.
County of _____)

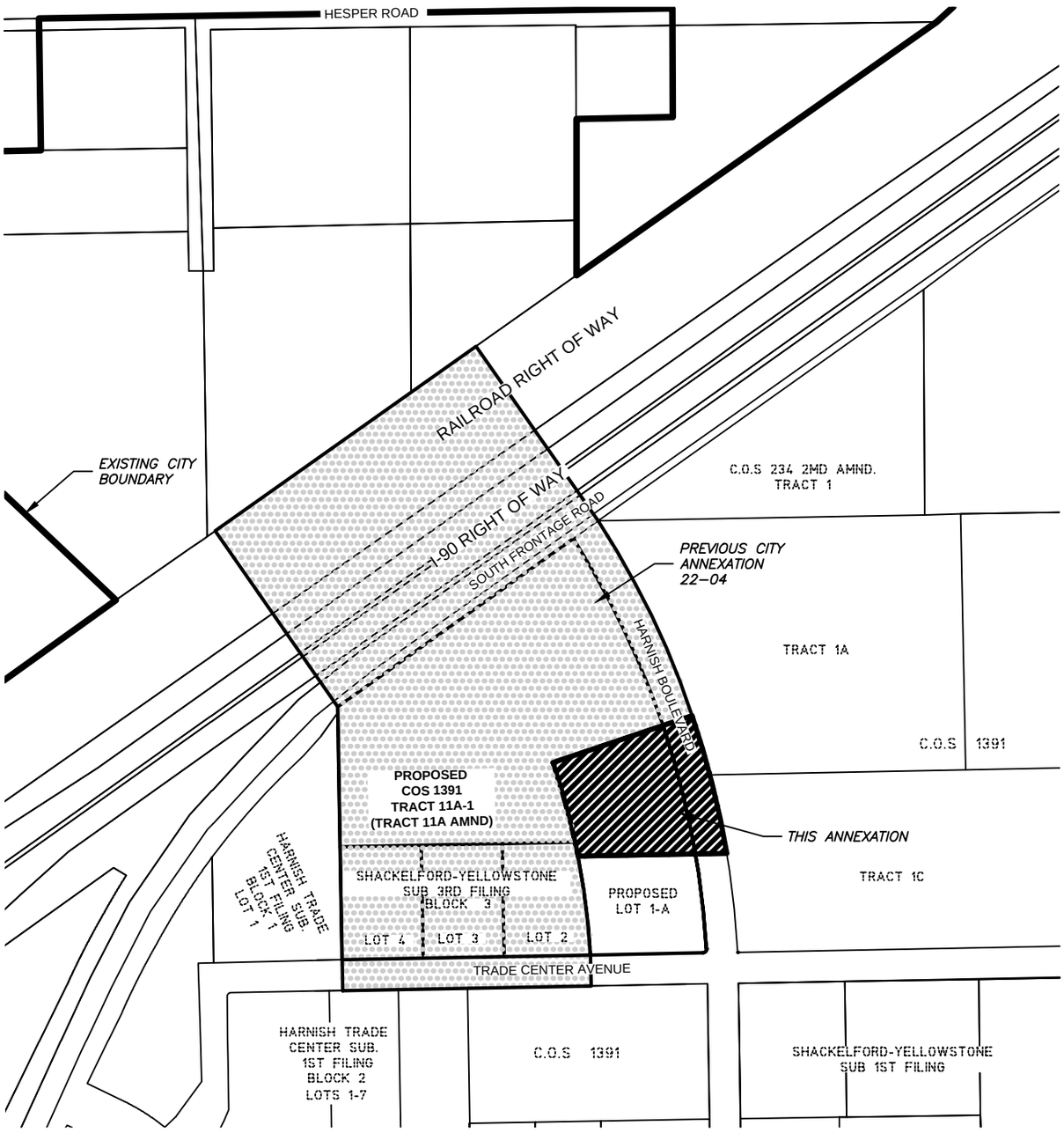
On this ____ day of _____, 20___, before me, a Notary Public in and for the State of South Dakota, personally appeared _____, known to me to be the person who signed the foregoing instrument as the Messinger Company, LLC representative of DEVELOPER and who acknowledged to me that said DEVELOPER executed the same.

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

_____
Notary Public in and for the State of South Dakota
Printed name:_____
Residing at:_____
My commission expires:_____

EXHIBIT 'A'

DEPICTING THE ANNEXATION OF A PORTION OF LOT 1 OF SCHACKELFORD-YELLOWSTONE SUB. 3RD FILING, LOCATED IN THE NW1/4 OF SEC. 24, T.1S., R.25E., P.M.M., YELLOWSTONE COUNTY, MONTANA



200 0 200 400

SCALE IN FEET

GRID N

BASIS OF BEARING

MONTANA STATE PLANE - ZONE 2500
GROUND (TRUE) DISTANCES
GRID NORTH

PREPARED BY:

IMEG

175 N. 27TH. ST. STE. 1312
BILLINGS, MT
59101
IMEG PROJECT NO. 21007616

PH: 406.248.9000
FAX: 406.721.5224
www.imegcorp.com

PLOT DATE: 5/10/2022 1:45 PM

DWG LOCATION: G:\2021\21007616.00\DESIGN\CIVIL\C3D\SURVEY\ANNEXATION EXHIBIT-21007616.DWG

City Council Regular

Date:	06/13/2022
Title:	Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 22-04
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward V.

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

IMEG, Inc.on behalf of Messinger Company, LLC submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located west of Harnish Boulevard and north of Trade Center Avenue.The land being annexed is described as being Tracts of Land situated in the NW 1/4 of Section 24, T.1S., R.25E, P.M.M.,Yellowstone County, Montana, more particularly described as follows: A portion of Tract 11A-1, of Amended Tract 11A of Certificate of Survey 1391, recorded May 23, 2022, under Document No. 4017922 more particularly described as: Beginning at the southeast corner of said Tract 11A-1; S 88°55'56" W for a distance of 304.08 feet; thence along a curve to the left, with a radius of 1916.88 feet, an arc length of 250.13 feet and a delta angle of 07° 28' 55"; thence N 71°20'38' E for a distance of 300.000 feet, to a point on the west Right-Of-Way of Harnish Boulevard; thence along a curve to the right and along said Right-Of-Way, with a radius of 2216.86 feet, and arc length of 342.86 feet, a delta angle of 08° 51' 40" to the Point Of Beginning. Said tract of land describes a portion of said Tract 11A-1, added as a result of a relocation common boundary line as shown on said Amended Tract 11A of Certificate Of Survey No. 1391. Including adjacent Right-Of-Way of Harnish Boulevard and that portion of Trade Center Avenue adjacent to Lots 2-4, Block 3 of Shackelford-Yellowstone Subdivision 3rd Filing. Said annexation containing 2.043 gross and net acres, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward V. Two readings are required for this action. The first reading and public hearing is scheduled for June 13, 2022. Upon approval, the second reading will occur on June 27, 2022.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward V, or;
- Disapprove adding the subject property to Ward V. Disapproval will not modify the boundary of Ward V and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

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 V PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward V the following described real property:

Tracts of Land situated in the NW 1/4 of Section 24, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:
A portion of Tract 11A-1, of Amended Tract 11A of Certificate of Survey 1391, recorded May 23, 2022, under Document No.4017922 more particularly described as:

Beginning at the southeast corner of said Tract 11A-1; S 88°55’56” W for a distance of 304.08 feet; thence along a curve to the left, with a radius of 1916.88 feet, an arc length of 250.13 feet and a delta angle of 07° 28' 55”; thence N 71°20’38’ E for a distance of 300.000 feet, to a point on the west Right-Of-Way of Harnish Boulevard; thence along a curve to the right and along said Right-Of-Way, with a radius of 2216.86 feet, and arc length of 342.86 feet, a delta angle of 08° 51' 40" to the Point Of Beginning.

Said tract of land describes a portion of said Tract 11A-1, added as a result of a relocation common boundary line as shown on said Amended Tract 11A of Certificate Of Survey No. 1391.

Including adjacent Right-Of-Way of Harnish Boulevard and that portion of Trade Center Avenue adjacent to Lots 2-4, Block 3 of Shackelford-Yellowstone Subdivision 3rd Filing.

Said annexation containing 2.043 gross and net acres, more or less.

(# 22-04) 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 13th day of June 2022.

PASSED by the City Council on the second reading this 27th day of June, 2022.

THE CITY OF BILLINGS:

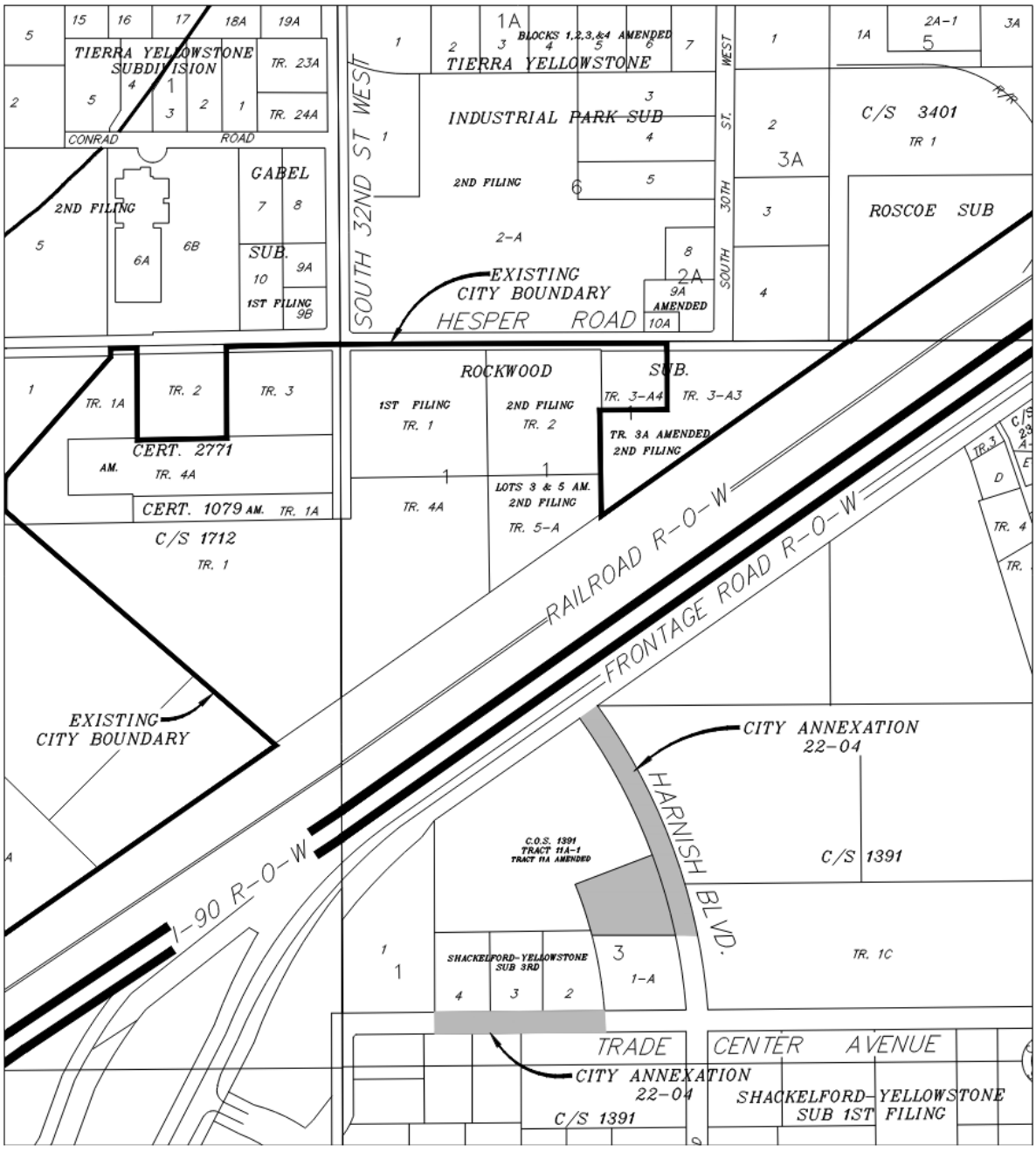
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#22-04)

EXHIBIT "A"


TIERRA YELLOWSTONE SUBDIVISION
TR. 23A
TR. 24A
CONRAD ROAD
GABEL SUB.
1ST FILING
2ND FILING
SOUTH 32ND ST WEST
BLOCKS 1,2,3,&4 AMENDED
TIERRA YELLOWSTONE
INDUSTRIAL PARK SUB
2ND FILING
2-A
EXISTING CITY BOUNDARY
HESPER ROAD
SOUTH 30TH ST. WEST
C/S 3401
TR 1
ROSCOE SUB
ROCKWOOD SUB.
1ST FILING TR. 1
2ND FILING TR. 2
TR. 3-A4
TR. 3-A3
TR. 3A AMENDED 2ND FILING
TR. 1A
TR. 2
TR. 3
CERT. 2771 AM. TR. 4A
CERT. 1079 AM. TR. 1A
C/S 1712 TR. 1
TR. 4A
LOTS 3 & 5 AM. 2ND FILING TR. 5-A
RAILROAD R-O-W
FRONTAGE ROAD R-O-W
EXISTING CITY BOUNDARY
CITY ANNEXATION 22-04
HARNISH BLVD.
C/S 1391
TR. 1C
C.O.S. 1391 TRACT 11A-1 TRACT 11A AMENDED
I-90 R-O-W
SHACKELFORD-YELLOWSTONE SUB 3RD
1-A
TRADE CENTER AVENUE
CITY ANNEXATION 22-04
C/S 1391
SHACKELFORD-YELLOWSTONE SUB 1ST FILING

City Council Regular

Date:	06/13/2022
Title:	Zone Change 1013 - 527 Lake Elmo Drive - Public Hearing and Second Reading
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

The Zoning Commission recommended approval and adoption of the findings of the 10 review criteria for Zone Change 1013 to the City Council for its first reading on May 23, 2022. The City Council adopted the zone change on first reading. A second reading is required to finalize the zone change.

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

This is a zone change request for a parcel generally located at 527 Lake Elmo Drive and legally described as Parcel 2A of C/S 2637. The current zoning is Mid-Century Neighborhood Residential (N2) and the proposed zoning is Neighborhood Mixed Use (NMU). The intent of the zone change is to allow for therapists' office space within the existing dwelling. A remodel permit will be required to update the building interior, and additional parking will be added to the east of the building (rear yard). The lot is 25,918 square feet in area.

The proposed zone change will allow one of the remaining residential parcels on the east side of Lake Elmo Drive to convert to sightly more intense use for medical professional office space. The NMU zone allows professional offices, personal and business services, some small retail business. The NMU district is intended to fit within a neighborhood as well as on the edge of neighborhoods. The 2006 Billings Heights Neighborhood Plan envisioned the property east and west of Main Street to become an area of mixed use commercial and higher density multi-family dwellings. Some of these properties are already zoned and developed for these uses, but many are still zoned for lower intensity uses such as single or two-family dwellings. Over time, additional owners will seek to incrementally re-develop these properties. There are several parcels that re-developed in the last 10 years including a new Starbucks on the intersection of Lake Elmo Dr and Main Street, a new Town Pump just to the north and the Trilogy Townhomes to the north of the subject property.

In 2010, the city re-constructed most of Lake Elmo Drive to better function as a collector street from its intersection with Main Street north to the intersection with Wicks Lane. Collector roads are intended to handle moderate volumes of traffic and to gather traffic from local streets and neighborhoods and convey that traffic to arterial streets. Lake Elmo Drive intersects with several arterial streets including Main Street, Hilltop Rd and Wicks Lane. At the north end of Lake Elmo Drive is Lake Elmo State Park and a connection to the east on Pemberton Lane. Pemberton Lane connects with Main Street to the east. Lake Elmo Drive currently handles between 9,500 and 10,500 vehicle trips per day. This is an expected volume of traffic for a collector street. Main Street in contrast, handles more than 42,000 vehicle trips per day near the intersection with Lake Elmo Drive.

Directly to the east and north of the subject property is the Builders First Choice lumberyard and warehouse in a Heavy Commercial (CX) zone and to the south is another single family dwelling in an N2 zone district. This property shares a common driveway with the home at 523 Lake Elmo Drive. There is a 17-foot wide access easement on 527 Lake Elmo Drive for this shared driveway. There will be a slight increase in daytime traffic using this driveway, but it should not be a detriment to the owners at 523 Lake Elmo Drive.

Prior to the zoning code update in 2021, these two residential parcels along with the property to the north, east and south, were all zoned Highway Commercial (HC). This zoning was adopted by the County in 1978 through a zone change request from Residential 6,000 to Highway Commercial. During the zoning update, when updating the map and zoning, a concerted effort was made to not create non-conforming land use situations. The CX zoning for the lumberyard and warehouse as well as the Tractor Supply store was a replacement for the previous Highway Commercial zone and kept these businesses in conformity with the new code. Applying the CX zone to two single family dwellings would have made these two properties non-conforming to the new code. Instead of applying the CX zone, these parcels were updated to Mid-Century Neighborhood Residential (N2), which preserved the residential uses.

STAKEHOLDERS

The applicant held a pre-application neighborhood meeting on March 1, 2022, via virtual meeting. No one from the

public attended the virtual meeting. Planning staff sent the required mailed notices, posted the property and published the legal for the Zoning Commission hearing. No public comments were received by the Planning staff prior to this report.

Planning staff recommended approval based on the compatibility with the adjacent residential home to the south, the conformance with the 2016 Growth Policy guidelines, and the Billings Heights Neighborhood Plan. The Zoning Commission concurred with this recommendation. The proposed use and zoning will benefit the orderly transition of this property to the next increment of development intensity on Lake Elmo Drive.

The Zoning Commission conducted a public hearing on May 3, 2022, and received the Planning staff report and testimony from the applicant. No other testimony was received. The Zoning Commission asked questions of the applicant about the proposed use. Commission member Greg McCall made a motion to recommend approval and adoption of the findings of the 10 review criteria for this zone change. The motion was seconded by Dan Brooks and the Commission voted 4-0 to approve the motion.

The City Council conducted a public hearing on first reading on May 23, 2022 and received the Zoning Commission recommendation and a presentation from staff. No other public testimony was received. The City Council approved the zone change on first reading.

ALTERNATIVES

The City Council may:

- Approve the second reading of the zone change ordinance and adopt the findings of the ten review criteria for Zone Change 1013; or,
- Deny the request and adopt different findings of the ten review criteria for Zone Change 1013; 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

Prior to any decision by the City Council, the following recommended findings from the Zoning Commission shall be considered. The City Council adopted the following findings at the first reading of the zone change ordinance on May 23, 2022. A second reading is required to adopt the zone change.

1. Is the new zoning designed in accordance with the Growth Policy and neighborhood plans?
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
- Retaining and supporting existing businesses helps sustain a healthy economy

The proposed zoning would allow an existing residential home to be converted to a medical office space to allow the owners to establish a professional office for their therapy practice. The proposed zone aligns with allowed continued light commercial development along Lake Elmo Drive, a busy collector street. The NMU district allows neighborhood services and the proposed project will bring new construction improving the aesthetic of the property and the east side Lake Elmo Drive.

The proposed zoning is also supported by the Billings Heights Neighborhood Plan that indicated the area between the parallel streets of Lake Elmo Drive, Main Street and Bench Boulevard would be areas where mixed uses and higher density housing might develop. A gradual and incremental change from residential uses to mixed uses is desirable.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

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

Public health and public safety will be promoted by the proposed zoning. The proposed NMU zoning would allow the owner to ensure future development is not intrusive to neighboring property, and still allow compatible uses with the adjacent zoning. Upgrading an older residential structure (1972) for a modern professional office will be beneficial for general health and welfare of the district.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: The proposed zoning will decrease residential traffic, but may cause a slight increase to overall traffic volume during business hours. Lake Elmo Drive has the capacity for any minor increase in traffic volume.
Water and Sewer: The City provides water and sewer to the property. City Utilities Department voiced no concerns.
Schools and Parks: Schools and parks should not be negatively affected by the proposed zoning. The proposed development 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.

6. Will the new zoning effect motorized and non-motorized transportation?
The existing property has a fully developed sidewalk on Lake Elmo Drive and appears to be in good condition. Traffic volume on Lake Elmo Drive is approximately 9,500 to 10,000 vehicle trips per day. The existing street can handle any small increase in traffic volume. The new zoning designation itself should not have any measurable effect on the transportation system.

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. Property east and north of the subject parcel is zoned CX - Heavy Commercial. The remaining residential home south of the subject property shares a driveway by a legal easement. This property will remain zoned N2 for the foreseeable future. West across Lake Elmo Drive is NX2 - Mixed Residential 2 and NMU. The zoning does promote compatible urban growth.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. The proposed zoning will allow professional offices and neighborhood services on a collector street in a busy neighborhood.

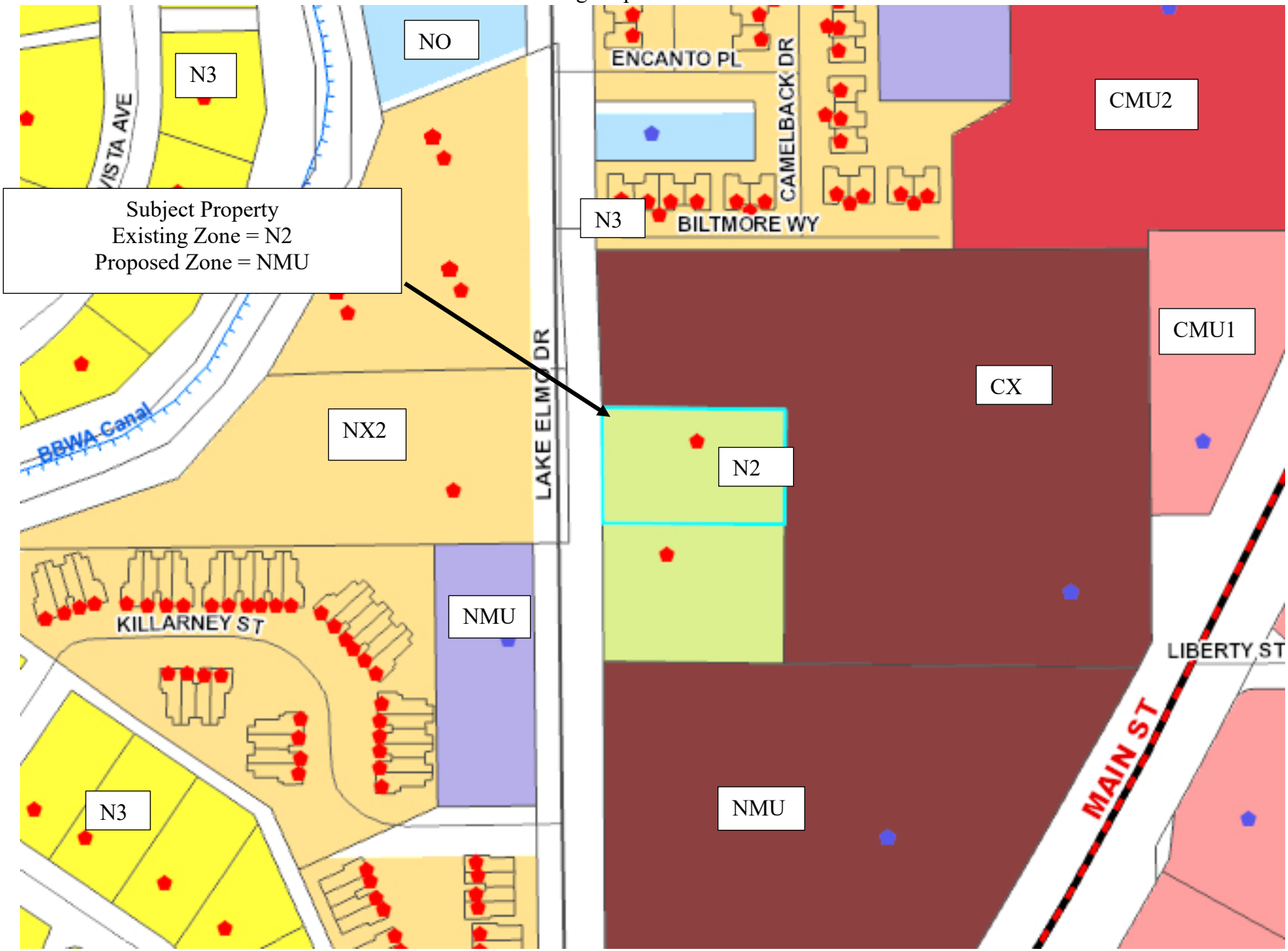
9. Will the new zoning conserve the value of buildings?
The new zoning is not expected to alter the value of any buildings in the area. Any development of the property will need to meet the site development requirements for proportionate compliance with zoning standards, including landscaping, screening, building heights and setbacks.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning will allow the development of the property in a mixed use area and will encourage the most appropriate use of land in the district. Supporting local business expansion is beneficial to the economic growth for the City of Billings.

Attachments

Zoning Map and Site Photos
Application and Letter
Zoning History
Ordinance

City Zone Change 1013 – 527 Lake Elmo Drive
Zoning Map and Site Photos





Subject Property



Subject Property view east from Lake Elmo Dr



View north on Lake Elmo Dr



View north west across Lake Elmo Dr



View southwest across Lake Elmo Dr



View south on Lake Elmo Dr



View southeast at adjacent residential home at 523 Lake Elmo Dr – shared driveway access

APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #** 1013 **- Project #** PZX-22-00058

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning: Residential N2-Mid-Century Neighborhood

Proposed Zoning: Neighborhood Mixed Use NMU

TAX ID# D11725 CITY ELECTION WARD 1

Legal Description of Property: S27, T01 N, R26E, C.O.S. 2637, Parcel 2A, Amd

Address or General Location (If unknown, contact City Engineering): 527 Lake Ermo Drive

Size of Parcel (Area & Dimensions): 0.59 acres

Present Land-Use: Residential - vacant

Proposed Land-Use: Office - clinical psychotherapy

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): Steven R. & Kyle S. Biondich

(Recorded Owner)

1197 Cortez Avenue, Billings, MT. 59105

(Address)

(406) 860-3342, stevebiondich@gmail.com

(Phone Number) (email)

Agent(s): _____

(Name)

(Address)

(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: Steven R. Biondich Date: 3/3/2022

(Recorded Owner)

Date Stamp

March 14th, 2022

RE: Zone Change Request for Residence at 527 Lake Elmo Drive:
10 Zone Chane Critirea

Owner Contact: Steve Biondich, 1197 Cortez Ave, Blogs, MT. 59105 Cell Phone: (406) 860-3342, email: stevebiondich@gmail.com

10 Statutory Criteria for the Zane Change

We meet all 10 statutory criteria for the zone change for 527 Lake Elmo Drive.

1.) **Whether the new zoning is designed in accordance with the growth policy;**

We would be in accordance with the growth policy by establishing office space for mental health professionals to operate in the Billings Heights area. This would give Billings Heights more access to services for the community.

2.) **Whether the new zoning is designed to secure from fire and other Dangers;**

We worked with A & E Architects who designed the office remodel to Meet all fire codes and safety standards of a commercial property (see plans on request).

3.) **Whether the new zoning will promote public health, public safety and general welfare;**

We can provide office space for mental health professionals and provide connections for individuals to access other general health services.

4.) Whether the new zoning will facilitate the adequate provision of Transportation, water, sewerage, schools, parks and other public Requirements;

We are not changing the exterior as we want this property to blend in with the immediate neighborhood. We believe clients respond to more of a home feel for therapy sessions then a traditional business style office space. The location of the property offers ease of access to Main Street. We Are changing the use of the property with no exterior changes.This would Leave water and sewerage the same, having the same access to schools, parks, and other public requirements.

5.) Whether the new zoning will provide adequate light and air;

Since we are not changing the exterior we would have adequate light and air.

6.) Whether the new zoning will effect motorized and non motorized transportation;

More parking would be added in the back of the property but the turn off to the property is a small private road. The main sidewalk on Lake Elmo Drive would not be changed. This would not have a big impact for motorized or non motorized transportation that uses Lake Elmo Drive.

7.) Whether the new zoning will promote compatible urban growth;

We do believe the new zoning will promote compatible urban growth since neighbors around this property are already zoned NMU and we would follow suit.

8.) Whether the new zoning considers the character of the district and the peculiar suitability for particular uses;

As Billings Heights grows certain properties that have ease of access to major streets like Maqin Street, become more of value. These type of properties offer the best location for new businesses and services. We hope to promote urban expansion but keep the exterior the same tying this property to the residential and commercial businesses by which it is Surrounded.

9.) Whether the new zoning will conserve the value of buildings;

Neighboring properties across the street are zone NMU and this zone change would allow us to do the same. We would not change the Exterior of the property and would conserve the value of the building.

10.) Whether the new zoning will encourage the most appropriate Use of land throughout the City of Billings.

As the City of Billings grows, properties that are on the edge of a Residential or business zone will have to adapt. We offer a blend of the two by using a residential structure that can provide office space for mental Health professionals. This keeps the exterior the same and blends a business with the residential neighbors.

Steve Biondich
Owner
Cell: (406) 860-3342

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:** residential N2

2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

NMU

3. **Subject Property Map**: please attach to this form

4. **Legal Description of Property**:

2637 Cert. of Survey
parcel 2A, (size) 25918 sq ft.

5. **Neighborhood Task Force Area**: Yes /// No . If Yes, Name of Task Force and mailing address of Chairperson:

Heights Task Force

6. **Roster of persons who attended the pre-application neighborhood meeting**: please attach to this form (Zoom meeting (email will send to us)

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 1st, day of March, 2022

2) The zone change application is based on materials presented at the meeting.

Owner (s): Steve & Kyle Biondich Telephone: (406) 860-3342

Address: 527 Lake Missoula Drive B95 Email: stevebiondich@gmail.com

Agent (s): _____ Telephone: _____

Address: _____ Email: _____

Synopsis of Meeting

On March 1st, 2022 at 4pm mountain time a zoom meeting was held to 4:30pm and no participants came.

The service growth gap is an issue as the population of Billings grows so must the services. By allowing the proposed zone change for 527 Lake Elmo Drive we could become an asset to the community. We can provide office space for Mental Health professionals to conduct therapeutic services and administrative services. Billings Heights has few professional office spaces that fulfill the needs of professional therapists. We can provide sound proof rooms for therapy sessions and more. The facade of the building would stay a ranch style home as we believe this comforts clients more than tradisional office space.

We meet all 10 statutory criteria for the zone change. We would be in accordance with the growth policy by establishing office space for mental health professionals to operate in the Billings Heights area. We are not changing the exterior as we want this property to blend in with the immediate neighborhood. We believe clients respond to more of home feel for therapy sessions, then a traditional business style office space. THe location of the property offers ease of access to main street. Neighboring properties across the street are zoned NMU and this zone change would allow us to do the same. We are changing the use of the property with no exterior changes.

Steve Biondich, Owner

SUBJECT PROPERTY	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
	City ZC 209	5/1/1978	R60 to HC	Withdrawn	
	City ZC 212	6/26/1978	R60 to HC	Approved	Zone Map update in 2021 zoned the residential as N2
SURROUNDING PROPERTY	**Zone Change**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
2347 Main St	213	6/26/1978	R-60 to NC	Y	Lake Elmo Dr – Current Zone NO
514 Laurie Lane	137 (County)	9/19/77	R72-CC	Y	CMU2
620 Lake Elmo Dr	628	12/8/1997	R60 to CC	Y	NX2
630 Lake Elmo Dr	657	4/10/2000	R60 to CC	Y	NX2
743 Lake Elmo Dr	253	6/5/1979	R60/R70 to NC & CC	Y	CX
713 Main St	88	6/2/1975	R70 to HC	Y	CMU2
614 Conway St	302, 328, 351, 976	1/20/1981; 7/29/1982; 1/3/1984; 7/27/2020	R70 to HC	N N N Y	CX
415-445 Hasnon Lane 731/733 Lake Elmo Dr	541	9/24/1990	R70 to CC	Y	CX (Lake Elmo Dr) NO (Hansen Lane)
528 Lincoln Lane	234	11/27/1978	RMH to HC	Y	CX
760 Lake Elmo Dr	189	12/27/1977	R60 to Public	Y	NO & CMU1
760 Lake Elmo Dr	520	1/4/1988	Public to CC	Withdrawn	NO & CMU1
760 Lake Elmo Dr	526	5/23/1988	Public to NC	Y	NO & CMU1
705 Lincoln Ln	County ZC 200	9/12/1978	R70 to RP	Y	NO
705 Lincoln Ln	County ZC 357	6/5/1984	RP to CC	Y	NO

ORDINANCE 22-_____

**AN ORDINANCE OF THE CITY OF BILLINGS,
PROVIDING THE ZONE CLASSIFICATION ON COS 2637,
Parcel 2A, 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.** **Parcel 2A of C/S 2637**, is presently zoned **Mid-Century Neighborhood Residential (N2)** 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 **Parcel 2A of C/S 2637,** is hereby changed from **Mid-Century Neighborhood Residential (N2)** to **Neighborhood Mixed Use (NMU)**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining **Neighborhood Mixed Use (NMU)** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 23rd day of May, 2022.

PASSED, ADOPTED and APPROVED on second reading this 13th day of June,2022.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1013 - 527 Lake Elmo Drive

City Council Regular

Date:	06/13/2022
Title:	Zone Change 1014-3038 Central Ave - Public Hearing and Second Reading
Presented by:	Karen Husman
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

The Zoning Commission recommended approval of Zone Change 1014 and adoption of the proposed findings of the ten review criteria to the City Council for its first reading on May 23, 2022. The City Council adopted the zone change on first reading. A second reading is required to finalize the zone change.

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

This is a zone change request from Corridor Mixed Use 1 (CMU1) to Mixed Residential 3 (NX3), on the north 4.05 acres of COS 2991, Parcel 1C, an 8.868 acre parcel of land. A pre-application neighborhood meeting was held on March 16, 2022, via the Zoom virtual meeting format.

APPLICATION DATA

OWNER: 3038 Central, LLC
AGENT: Brian Carlisle
LEGAL DESCRIPTION: COS 2991, Parcel 1C
ADDRESS: 3038 Central Avenue
EXISTING ZONING: CMU1 & NX3
EXISTING LAND USE: Vacant land
PROPOSED USE: Multi Family Residential
SIZE OF PARCEL: 4.05 acres

SURROUNDING LAND USE AND ZONING

NORTH: Land Use - Duplex/Condo development
Zoning - N2
SOUTH: Land Use - Residential Single Family
Zoning - N3
EAST: Land Use - Commercial mixed use
Zoning - CMU1
WEST: Land Use - Multi Family Hunters Point Apartments
Zoning - NX3

The subject property is currently a split zone with CMU1 to the North side of the property and NX3 to the south side. The proposed zoning of NX3 is intended to make the entire parcel the same zoning. Prior to project ReCode, the parcel was zoned Residential Professional (RP), Neighborhood Commercial (NC), and Residential Multi Family Restricted (RMF-R). The NX3 zone is intended to accommodate 5 to 8 dwelling units per structure. The minimum number of units allowed per building is 5 up to a maximum of 8 units. The setbacks in the NX3 zone district also have a requirement to have a wider separation when abutting an N1, N2, N3, or RMH zone district (increased from 5 feet to 15 feet on the side and 10 to 20 on the rear). The new zone will allow development of the property in continuity throughout the entire parcel. Adjacent development to the west is similar to the development design proposed under the new zone. This is an undeveloped parcel surrounded by multifamily, single family as well as light commercial development. This infill development is desirable to improve under utilized vacant property by creating desirable street scapes and adding pedestrian connections with sidewalks and bike paths.

STAKEHOLDERS

The applicant and agent conducted a pre-application neighborhood meeting in a virtual format on March 16, 2022, via Zoom meeting format. There were five members of the public in attendance and the synopsis of the discussion is included in the attachments. The primary concerns were the number of units proposed and how it would affect traffic generation and safety. At the time this staff report was generated, the Planning Division had received no public comments or questions regarding the application. Staff received an email (in attachments) prior to the Zoning Commission Hearing regarding opposition to the zone change. Robert Winchell is the owner of the property at 2972 and 2974 Millice Ave., (email attached). His concerns were primarily the density of an apartment complex developed

on the property. His email explained how he perceived development of the property as an apartment complex would have negative effects on the neighboring properties.

The Zoning Commission has reviewed the request and finds the proposed zone change is consistent with the 2016 Growth Policy goals, including providing a range of housing options, access to everyday neighborhood services and attainable housing in neighborhoods throughout the city. The adjacent transportation network can handle the proposed traffic from the new development that will be potentially less than under the current zoning of CMU1. The adjacent property and zoning districts will be compatible with the proposed zoning district.

The Zoning Commission held a public hearing on May 3, 2022. Staff gave a brief presentation to the Commission, and the applicant's agent, Brian Carlisle, concurred with staff recommendation. Brian explained that development of the south half of the property would be phase two of Hunters Point Apartments and are already under construction. He explained the eight acre subject property was purchased with a plan to continue the development of multifamily apartments on the south four acres, and the original plan for the north four acres had been to create storage units and some office uses or to sell the north four acres, but after doing some preliminary designs and research they decided that the demand for multifamily apartments in Billings would be a more suitable option. He said if the zone change is approved the northern portion of the property would be developed as phase three of Hunters Point Apartments.

Commissioner David Goss asked if the phase two and three would have inter-connectivity with phase one. Brian answered they would have vehicular connection from phase one to phase two and from phase two to phase three. Brian said they also plan to provide pedestrian and bike path connectivity throughout the development including phase one. He said the site plan for phase three is still preliminary so definite access and connectivity is still pending. Commissioner Greg McCall asked if there is a preliminary design for the project. Brian said they had not designed the buildings yet, but they plan to design phase three to look similar to phase two (he shared a rendition of the already approved phase two building elevation, a copy is in attachments).

There were two members of the public in attendance speaking on the application. Sharon Grubbs, owner of 2489 Millice, said after seeing the proposed elevation of the multifamily building, she had no opposition if it is developed similar to what was presented. She asked how definite the plans would be, and what if it were changed or purchased and developed by someone else. Nicole Cromwell, Zoning Coordinator, said the NX3 has very specific standards for development including the maximum of four story height, specific roof design, entryway design and required percentage of windows facing the right of way. Mark Noenig, owner of 2489 Millice said he was not in opposition, but wanted to be familiar with the zone change information to relay it back to his tenants who live in his townhome on Millice. He said that he was not opposed to the caliber of development they are representing. Brian Carlisle responded stating they plan to build a development that includes higher end apartments and would be comparable for the market rate rentals in Billings. There were no other public comments.

A motion was made by Commissioner David Gross to forward a recommendation of approval and adoption of the proposed findings of the review criteria to the City Council, the motion was seconded by Commissioner Brooks and approved on a 4-0 voice vote.

The City Council conducted a public hearing on first reading on May 23, 2022, and received the Zoning Commission recommendation from staff and testimony from the applicant. No other public testimony was received. The Council members asked general questions that were answered by the Planning staff and applicant. The City Council approved the zone change on first reading.

ALTERNATIVES

The City Council may:

- Approve Zone Change 1014 and adopt the findings of the ten review criteria; or,
- Deny Zone Change 1014 and adopt different findings of the ten review criteria; 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 requested zoning will have no fiscal effect on the Planning Division budget.

SUMMARY

Prior to any approval of a zone change, the City Council shall consider the following:

1. Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:

Strong Neighborhoods:

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
- Neighborhoods that are safe and attractive and provide essential services are much desired

Home Base:

- A mix of housing types that meet the needs of a diverse population is important
- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe

The proposed zoning will allow another housing choice in an area with a diverse development. Existing demand for housing choice is going up for all ages of buyers including "boomers" and millennials just buying a first home. The proposed zoning would allow a housing choice in an area where the choices are limited to mostly multifamily apartments west, single family to the south and two family condos to the north.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

3. Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety will be promoted when developed as multifamily housing. The additional dwelling units will help increase the number of rate payers to the city utility systems and increase the taxable value of the property. The new zone will allow development of a residential facility that will include landscaped open space areas, designated pedestrian paths within the development, and new sidewalks adjacent to the right of way. In addition to landscaping that will promote beautification of the property, these additions to the undeveloped area will promote safe walking and biking areas for the public.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: The proposed zoning will increase post-development traffic volume. A traffic impact study (TIS) or an update to an existing TIS will be necessary at the time of development. The proposed zoning to develop multifamily versus the present zoning of mixed use will have a different impact on traffic it is not known without a traffic study the difference between the potential commercial or residential traffic.
Water and Sewer: The City provides water and sewer to the property. There is adequate capacity to serve the property.
Schools and Parks: Schools and parks should not be negatively affected by the proposed zoning. There may be an increase in potential future students depending on the family dynamic that may inhabit the new development.
Fire and Police: The subject property is served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5. Will the new zoning provide adequate light and air?
The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. Will the new zoning effect motorized and non-motorized transportation?
Traffic generation from a potential 250 to 300 new dwelling units is estimated to be between 1,500 to 2,400 new vehicle trips per day. This trip counts includes trips to the new residences for services such as mail, deliveries, solid waste as well as the trips by the occupants. The new development will have sidewalks and will connect to other sidewalks and pedestrian facilities in the neighborhood. The new zoning designation itself should not have any increase effect on the transportation system.

7. Will the new zoning promote compatible urban growth?
The new zoning does promote compatibility with urban growth. The proposed zoning will allow this parcel to provide new housing compatible with the existing neighborhood, as well as compatible residential connection to the south portion of the property that is currently NX3 and under development.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed zoning considers the character of the district and the suitability of the property for the proposed use.

The proposed zoning will allow a housing choice that is in demand in the area. The new proposed NX3 zone on the norther portion of the parcel will allow an additional housing choice that is similar to the adjacent Hunters Point apartment complex to the west, and the south half of the property currently under construction with the NX3 zone.

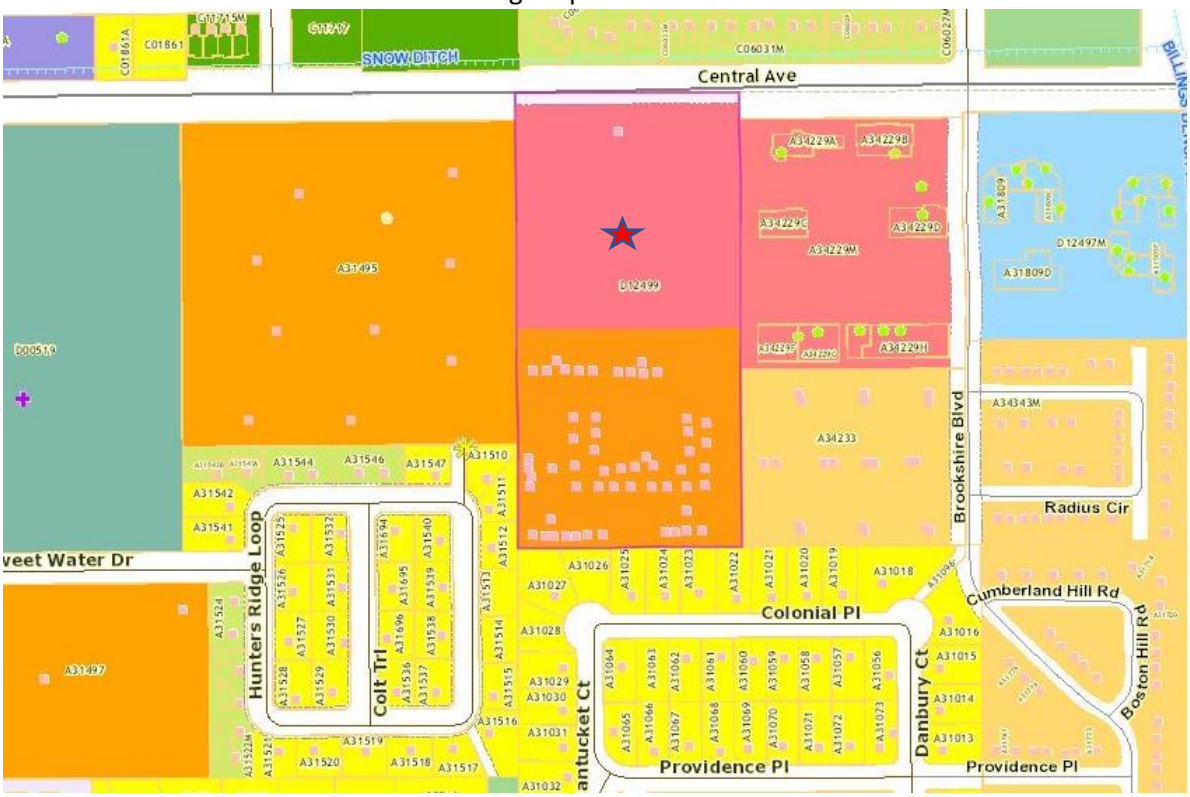
9. Will the new zoning conserve the value of buildings?
There are no structures on the subject property. In general, new construction improves the value of adjacent property. The new zone will allow development of the property in continuity with the southern half of the parcel already under construction with the NX3 zone restrictions.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning will allow the development of another housing choice in this area of Billings. There are similar developed property in the area including multifamily apartments and two unit condominiums, as well as other developed properties as single family and commercial offices. The proposed zoning and uses will allow the property owner to develop at it's highest and best use according to developed surrounding property uses. This is an appropriate infill for the property as multifamily development that is compatible to the developed parcels in the area.

Attachments

Zoning Map & Site Photos
Application & Applicant Letter
Neighborhood meeting information
Phase 2 elevation rendition presented at ZC Hearing
History
Letter in opposition
Ordinance

Zoning Map & Site Photo



Subject Property









West



Looking North Across Central




STOP



South



South East

APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #** 1014 **- Project #** PZX-22-68

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: CMU1

Proposed Zoning: NX3

TAX ID# ~~03092612273010000~~ D12999 CITY ELECTION WARD V

Legal Description of Property:

Address or General Location (If unknown, contact City Engineering): ~ 3038 Central Avenue, Billings, MT 59102

Size of Parcel (Area & Dimensions): 4.05 AC

Present Land-Use: Raw land

Proposed Land-Use: Multi-family apartments

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): 3038 CENTRAL LLC
(Recorded Owner)
11650 S State St. #300, Draper, UT 84020
(Address)
801-727-9500 brian.c@bachhomes.com
(Phone Number) (email)

Agent(s): Brian Carlisle
(Name)
11650 S State St. #300, Draper, UT 84020
(Address)
801-540-4808 brian.c@bachhomes.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: 3/23/22
(Recorded Owner)

Date Stamp

As it relates to the adopted Growth policy, our proposed zone change from CMU-1 to NX3 is intended to provide residential growth to Billings within the current city limits. This enables us to connect to existing city infrastructure and avoid large expenses concurred from extending utility lines and roads. This infill development also beautifies the city by improving underutilized vacant property as improving the streetscape along Central Avenue. This will also improve pedestrian and bike connections by adding sidewalks and landscaping.

We will be providing a mixture of housing types of studio units, one and two-bedroom apartments, and three-bedroom townhomes within our development. Bach Homes is a long term property owner who is interested in maintaining and holding our apartment communities for long periods of time into the future. We provide accessible energy efficient housing that helps build communities and will help fill job demand that continues to grow in the Billings area.

Billings Zone Change Criteria

1 - Whether the new zoning is designed in accordance with the growth policy;

See statement above.

2 - Whether the new zoning is designed to secure from fire and other dangers;

New apartments will be fire sprinklered and meet IFC and IBC requirements. Site design will comply with IFC / Billings City fire standards to accommodate fire truck requirements.

3 – Whether the new zoning will promote public health, public safety and general welfare;

New apartments will be an attractive, secure, and safe development. Bach Homes retains their apartment projects and is very concerned for long term maintenance and is regularly updating their communities.

4 – Whether the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements

Site is an infill location and has existing infrastructure to connect to. Project will comply with all public requirements.

5 – Whether the new zoning will provide adequate light and air;

Apartments will provide large windows and modern HVAC systems for all units and amenities.

6 – Whether the new zoning will effect motorized and nonmotorized transportation;

Apartments will provide adequate parking for both cars and bicycles.

7 – Whether the new zoning will promote compatible urban growth;

Apartments provide compatible urban growth by being an infill development.

8 – Whether the new zoning considers the character of the district and the peculiar suitability of the property for particular uses;

Apartments will be designed to be incorporated into neighboring Hunters Pointe phases 1 and 2.

9 – Whether the new zoning will conserve the value of buildings;

Bach Homes intends on retaining long term ownership of buildings and had a track record of maintaining and regularly update their communities.

10 - Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings.

With site being bordered by Hunter's Pointe phases 1 and 2, and with existing demand for apartment units very high, we feel this is the best use for the property to help alleviate housing demand and provide high quality housing and reasonable prices.

Notice of Neighborhood Meeting for Proposed City Zone Change

Meeting Date:

March 16th, 2022

Meeting Time:

5:00 PM Mountain Standard Time

Meeting Location: ZOOM

https://zoom.us/j/94742420617?pwd=ekVERk5VNlpkNDZYM3JzdlgxWUlTQT09
Meeting ID: 947 4242 0617
Passcode: **Bach**

ZONING BOUNDARY:

A tract of land situated in the NW1/4 of Section 12, T. 1 S., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, being more particularly described as follows, to-wit: The north half (±393 feet) of Tract 1C of Certificate of Survey No. 2991, as recorded in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 3033373; said north half also being identified as 'CMU1' according to the most current zoning assignments per the City of Billings Zoning Regulations.

Subject Property (See attached map):

Address: 3038 Central Ave., Billings, MT 59102 **Parcel:** 03092612273010000

Owners of Subject Property:

Owner:
Bach Land and Development
11650 South State Street
Draper, UT 84020

Applicant:
Brian Carlisle
11650 S. State Street, Suite 300
Draper, UT 84020
(801) 727-9500

Zone Change Plan (See attached drawing):
Existing zoning:
Northern most portion of property is zoned CMU1 (Corridor Mixed Use) 4.33254 acres.
Southern most portion of property is zoned NX3 (Mixed Residential 3) 4.16550 acres

Proposed new zoning:
Northern most portion of property to be zoned NX3 (Neighborhood Commercial) 4.33254 acres.
Southern most portion of property is to remain zoned NX3 (Mixed Residential 3) 4.16550 acres

Neighborhood Meeting Minutes Rezone – Hunters Pointe 3

March 16th, 2022 @ 5:00pm

Synopsis: The neighborhood meeting was held Via remote Zoom call on March 16 at 5:00 pm. There were three attendees not including Brian Carlisle and Derek Rindlisbacher of Bach Homes. Joan Nelson raised concerns about more new apartments increasing traffic along Central Avenue. Jared Hedgeguard raised concerns about a possible increase in vandalism from additional apartments. In general the tone was very amicable and residents were encouraged to voice opinions at future hearings.

Minutes:

Brian Carlisle: Introduction: We are the owners of this parcel (Showing Neighborhood Meeting Notice Including the Note). Brian is explaining the purpose of why we are rezoning. "We are wanting to rezone the CMU1 to NX3.

Joan Nelson: How many apartments are you building in the Southern Portion already being built?

Brian Carlisle: 122 total units are being constructed south of the portion we are trying to rezone.

Joan Nelson: How many apartments are you trying to build in this portion?

Brian Carlisle: We are very early on in this development. But I would estimate that it would be similar to the portion being built.

Jared Hedgeguard: What is the plan for traffic control for entering the apartment complex?

Brian Carlisle: He pulls up a map showing the property on google maps. He begins to explain that we have 2 accesses for the fire trucks. We will receive one access on Central Avenue.

Joan Nelson: Can you show us with your mouse where you will be placing the town homes?

Brian Carlisle: The town homes will be located on the perimeter of the property.

Joan Nelson: That will cause an increase of traffic and congestion on Central Avenue. What do you think Jared?

Jared Hedgeguard: I have never considered traffic, but that might cause more traffic.

Jared Hedgeguard: Another concern that I have is an increase in vandalism. I am concerned with this with more apartments.

Brian Carlisle: One of the places that you can share your concerns and thoughts is also at the planning commission meeting when we present this to them and get it rezoned. If we see that Phase 2 gets filled up fast, we will most likely want to build the next phase to meet the demand of growth in Billings. We are seeing the demand for apartments is beginning to grow exponentially. We have seen this over the last two years not only in Billings but nation wide.

Joan Nelson: How many apartments are at the current Hunters Pointe?

Brian Carlisle: 206 Apartments are there.

Joan Nelson: Okay, thank you.

Jared Hedge guard: I have no other concerns. I am disappointed that there is no buffer between our neighborhood and the apartment community.

Brian Carlisle: We are building town homes on the perimeter to help create a buffer similar to what you want.

Jared Hedgeguard: I would like it to stay commercial, but I know it is ultimately up to you and the city. I do think the access will be fine and we will not have any problems with this.

Brian Carlisle: I think we will stay on a few minutes just incase some others join us as well.

Joan Nelson: Thank you.

Jared Hedgeguard: Thank you.

Roster of Attendees:

- Joan Nelson
- Jared Hedgeguard
- Gordon
- Brian Carlisle
- Derek Rindlisbacher



SUBJECT PROPERTY	Application	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
	None				Previous zone = NC, RP, RMFR Updated zone = CMU1, NX3
SURROUNDING PROPERTY	**Application**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
CS 2991 TR 1A	ZC 681	6/11/01	R96 to RP	Y	
CS 2991 3A	682	4/8/02	R96 TO RMFR	Y	
CS 2991 3B	683	5/13/02	R96 TO PD	Y	
CS 2991 2A,2B,2C,3C	707	1/13/03	R96 TO R70 & RMFR	Y	
CS 2991 1A	804	6/11/07	RP TO RMFR	Y	
SC2991 TrB (Brookshire Sub)	823	10/9/07	R96 TO NC,RP, RMFR	Y	
CS 2991 1C	804	10/9/07	R96 TO NC,RP,RMFR	Y	
CS 2991 3B	725	4/25/04	AMEND PD	Y	INCREASE ALLOWED DENSITY

Husman, Karen

From: ROBERT WINCHELL <rwink76941@msn.com>
Sent: Monday, May 2, 2022 2:23 PM
To: Husman, Karen; Keith, Erin; ROBERT WINCHELL
Subject: [EXTERNAL] ZC 1014 Project Number PZX-22-00068 Change from CMU1 to NX3

Dear Ms. Husman,

My name is Robert A. Winchell. I am the owner of two townhouses 2972 and 2974 Millice Ave. Billings.
My personal residence is 2972 Millice.

This is my formal protest AGAINST the requested zoning change from CMU1 Corridor Mixed Use 1(Ground Floor Commercial) to NX3 (Mixed Residential (High Density Apartments).

1st of all it's my belief that the "Pre-application neighborhood meeting" held on March 16,2022 via Zoom Virtual meeting format should be viewed with little validity.
The format being Zoom automatically eliminates the majority of affected neighbors from comments either for or against.

2nd and very important: the information sheet announcing and explaining the change by the developer at the pre-application zoom meeting, I believe was misleading and not correct. The developers definition of the new zoning requested NX3 "neighborhood commercial" It is not neighborhood commercial. It is mixed residential (High Density apartments. See announcement.
The majority of affected neighbors along the north side of Central have for a long time assumed the new construction along Central Ave. would be Commercial like the businesses to the east, the bank, dental offices, etc. No problem with the commercial aspect.

There are many material concerns. Do we need more high density apartments facing Central Ave. which provide easy access for breaking into the homes on the north side of central. Theft and vandalism will become more of a concern.
Extensive addition to traffic along Central and 29th street past park and grade school with many more apartments. All creating additional safety concerns.
More apartments will not promote public health, safety and general welfare.
More commercial development along Central in this area is needed and will improve livability for existing homeowners.
Property values will go down with more apartments.
Apartments facing along Central are not the most appropriate use of that land.

I strongly request that the planning commission refuse this zoning change.

Respectfully,
Robert A. Winchell

Sent from Mail for Window

ORDINANCE 22-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON THE NORTH 4.05 ACRES OF COS 2991, PARCEL 1C, 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.** **THE NORTH 4.05 ACRES OF COS 2991, PARCEL 1C,** is presently zoned **Corridor Mixed Use 1 (CMU1)** 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 **THE NORTH 4.05 ACRES OF COS 2991, PARCEL 1C,** is hereby changed from **Corridor Mixed Use 1 (CMU1) to Mixed Residential 3 (NX3),** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining **Mixed Residential 3 (NX3)** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 23RD day of May, 2022.

PASSED, ADOPTED and APPROVED on second reading this 13th day of June, 2022

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1014, 3038 Central Ave.

City Council Regular

Date:	06/13/2022
Title:	Zone Change 1015- 1411 Emma Avenue- Change from N2 to N3- Public Hearing and Second Reading
Presented by:	Karen Husman
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

The Zoning Commission recommended approval of Zone Change 1015 and adoption of the findings of the 10 review criteria to the City Council for its first reading on May 23, 2022. The City Council adopted the zone change on first reading. A second reading is required to finalize the zone change.

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

City Zone Change 1015 -- Emma Jean Heights -- from N2 to N3 - A zone change request from N2 (Mid-century Neighborhood Residential) to N3 (Suburban Neighborhood Residential), on Block 11, Lot 2, Emma Jean Heights Subdivision, 1st Filing. A pre application neighborhood meeting was held on December 11, 2021.

APPLICATION DATA

OWNER: Penny Levy
LEGAL DESCRIPTION: Emma Jean Heights Sub. 1st Filing,
ADDRESS: 1411 Emma Ave
CURRENT ZONING: N2
EXISTING LAND USE: Residential single family and vacant lots
PROPOSED USE: Residential single family
SIZE OF PARCEL: 9,575 sf

CONCURRENT APPLICATIONS

None

SURROUNDING LAND USE & ZONING

NORTH: Zoning: N2/N3
Land Use: Residential
SOUTH: Zoning: N2/N3
Land Use: Residential
EAST: Zoning: N2/N3
Land Use: Residential
WEST: Zoning: N2/N3
Land Use: Residential

STAFF REVIEW

This is a zone change request to change from N2 to N3. The proposed zoning would update this property within the Emma Jean Heights Subdivision from a mixture of N2 - a zone that allows one and two family dwellings - to N3 - a zone that only allows single family dwellings. Both zone districts allow single family dwellings on individual lots. The N2 zone district was included in Project Recode map update for this parcel as well as several other parcels within Emma Jean Heights Subdivision in an effort to keep the existing development moving forward with the same allowed uses as the previous Residential 7,000 (R-70) zone district. The previous R-70 zoning and the N2 zoning both allow single family dwellings as well as 2-unit dwellings. Planning Staff chose the N2 zone district as it closely resembled the previous zone (Residential-7000). The applicant is requesting the change to N3 district on this parcel that was unintentionally not included in the recent zone change for a portion of the larger subdivision approved under Zone

Change 1007 in March of this year.

The subject property was developed in 2017, prior to Project ReCode. The new code has made allowances for structures of all types that were built prior to the new code, in an effort to allow nonconforming structures to be reconstructed as the original building was approved. Section 27-1505 - Nonconforming site characteristics; 1411 Emma sits slightly off-square with Emma Avenue -- but it appears at least some of the front and side adjacent facades are within the build-to areas required for both streets at least within the 5-ft tolerances for Administrative Relief allowed under the new code, and it appears the home is wide enough to accommodate the existing garage openings of 25 feet total. The only possible non-conforming site characteristic is the additional setback for the front façade that is not garage. Code Section 27-1505 above allows re-building with the "nonconforming site characteristics" intact. The code specifically exempts these characteristics from conformance at re-development/renovation or re-build. Someone could voluntarily want to meet the site characteristics, but nothing in this code requires it. In this case, the property owner would prefer to have the zoning on the property changed to N3, as some of the surrounding properties have done with the approval of Zone Change 1007.

STAKEHOLDERS

The Zoning Commission has reviewed the request and held a public hearing and is recommending approval based on the findings of the 10 review criteria. The adjacent zoning and development is similar and will provide continuity within the subdivision and between adjacent subdivisions. The adopted Growth Policy of Billings does support compatibility of development.

The Zoning Commission held a public hearing on May 3, 2022, Staff gave a brief presentation to the Commission. The applicant, Penny Levy, concurred with staff recommendation. Commissioner Greg McCall asked the applicant why she wanted to change the zoning if her home was built prior to Recode and the code makes allowances for nonconforming property. Penny said she had spoken to different appraisers, and they told her that her property would be valued less in the N2 zone district than it would be in the N3 district on an appraisal. Nicole Cromwell, Zoning Coordinator, said staff has no evidence to support that an appraisal value is based on a zone district, but staff has been investigating the allegation. Commissioner Dan Brooks said he was not present when the Zone Change 1007 was on the agenda, so he did not have the opportunity to vote on it. He said that he would have voted against Zone Change 1007 because he did not believe there was a material reason for the zone change to be approved. Dan continued saying in this case, the property was constructed prior to Recode and there are exemptions written in the code to allow the existing residence to be reconstructed as it currently is, as explained in staff's report to the Commission. Dan said that he felt generally, with the major need for housing, that to go from a denser allowed zone to as less dense zone is not in the best interest of anybody in the City of Billings. He concluded that he would not vote against the zone change only because the previous zone change was approved, and it would not be fair to single out this homeowner.

A motion was made by Commissioner Greg McCall to forward a recommendation of approval and adoption of the proposed findings of the review criteria to the City Council. The motion was seconded by Commissioner Dan Brooks and approved on a 4-0 voice vote.

The City Council conducted a public hearing on first reading on May 23, 2022, and received the Zoning Commission recommendation and testimony from the applicant. No other public testimony was received. The Council members asked general questions that were answered by the Planning staff and applicant. The City Council approved the zone change on first reading.

ALTERNATIVES

The City Council may:

- Approve the request and adopt the findings of the ten review criteria for Zone Change 1015 as recommended by the Zoning Commission; or,
- Deny the request and adopt different findings of the ten review criteria for Zone Change 1015; 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

Prior to any approval of a zone change, City Council shall consider the following:

1. Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:

Strong Neighborhoods:

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
- Neighborhoods that are safe and attractive and provide essential services are much desired

Home Base:

- A mix of housing types that meet the needs of a diverse population is important
- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe

The proposed zone change is consistent with the following goals of the **2006 Billings Heights Neighborhood Plan**:

- To provide safe, good quality and affordable housing in the Heights.
- Develop housing patterns that are compatible with existing neighborhoods.
- Maintain similar housing in established neighborhoods.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

3. Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety will not be affected by the proposed zoning. The new zone would not change the public health, safety and general welfare status from the existing zoning.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: The proposed zoning will not significantly increase post-development traffic volume.
Water and Sewer: The City provides water and sewer to the property.
Schools and Parks: Schools and parks should not be negatively affected by the proposed zoning. School population may increase depending on the demographic of the new residents as homes are built.
Fire and Police: The subject property is served by city public safety services as this is an existing house within an existing city neighborhood. The Police and Fire Departments had no concerns with the zone change.

5. Will the new zoning provide adequate light and air?
The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. Will the new zoning effect motorized and non-motorized transportation?
The new zoning designation itself should not have any increase effect on the transportation system. The N2 zoning may have brought in more dwelling units under the allowed density, therefore the proposed N3 may actually have less of an impact on the transportation system.

7. Will the new zoning promote compatible urban growth?
The new zoning does promote compatibility with urban growth. The proposed zoning will allow this lot continue as it is now in being compatible with most of the existing neighborhood.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. Previous filings of Emma Jean Heights are built out in accordance with the N3 district. Therefore, allowing an additional lot constructed in the same pattern expands the already existing character. Further, the proposed zoning will continue to allow a housing choice that is in demand in the area and could be built in N2 or N3 zoning districts.

9. Will the new zoning conserve the value of buildings?
Both the N3 (new zone) and N2 (old zone) conserve the value of buildings and allow for single family dwellings. The existing homes in the neighborhoods are predominantly single-family homes and some homes that have already been constructed are built to the N3 standard. Therefore, the new zoning will not diminish the value of the existing neighborhood or the newly zoned property.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning will allow the continuance of an existing housing choice in this area of Billings Heights. Residential uses are the most appropriate use of the land.

Attachments

Zoning Map & Site Photos
Application & Applicant Letter
Neighborhood meeting information
History
Ordinance

Zoning Map & Site Photo Zone Change 1015



Subject Property







Looking North on Columbine



Properties East side of Columbine, North of Emma Ave



Looking West on Emma Ave



South East



South



East

Application & Applicant Letter

APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #** 1015 **- Project #** PZX-22-00082

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 N-2 - Mid-century Neighborhood

Proposed Zoning: N-3 - Suburban Neighborhood

TAX ID# A35411 CITY ELECTION WARD 2

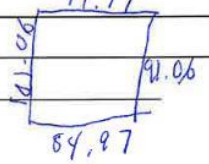
Legal Description of Property: Emma Jean Heights Subd 2nd Filing (15), S23, T01 N, R26E, Block 11 Lot 2

Address or General Location (If unknown, contact City Engineering): 1411 Emma Ave.

Size of Parcel (Area & Dimensions): 9575 sq. FT 101.06 94.97 9606

Present Land-Use: residential 84.97

Proposed Land-Use: Residential



Covenants or Deed Restrictions on Property: Yes_____ No_____

If yes, please attach to application

*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): Penny R Levy Revocable Trust
(Recorded Owner)
1411 Emma Ave. Blgs. MT. 59105
(Address)
406-860-8554 levypens@hotmail.com
(Phone Number) (email)

Agent(s): _____
(Name)
(Address)
(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: Penny R Levy Date: March 30 2022
(Recorded Owner)

RECEIVED
MAR 25 2022
PLANNING & COMMUNITY SERVICES DEPARTMENT

March 28, 2022

Re: zone change 1411 Emma Ave

The present zoning is N-2 Mid-Century Neighborhood. It was previously a N-3 Zone. My home is not built to the specifications of a mid-century home. There were I believe two homes in Emma Jean sub division that were changed from N-3 to N-2 along with several of Charlie Felton's lots. The lots and the one home that was changed from an N-3 to an N-2 have now been approved to change back to the N-3. I am requesting that my home also be changed back to the N-3 zone.

I also am requesting that I am not billed to have this process billed to me, as I am requesting it be put back into the original zone that my home was built and the construction of my home is also not that of a mid-century.

Thank you,

Penny R. Levy

Penny R. Levy

406-860-8554

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:** N2 - Mid century neighborhood
2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

N3 - Suburban neighbor

3. **Subject Property Map**: please attach to this form
4. **Legal Description of Property**:

Emma Jean Subn 2nd filing (15) S 23 T01 N, R26 Block 1 Lot 2

5. **Neighborhood Task Force Area**: Yes /// No . If Yes, Name of Task Force and mailing address of Chairperson:

6. **Roster of persons who attended the pre-application neighborhood meeting**: please attach to this form
7. **A copy of the meeting notice.** please attach to this form
8. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form
9. **The undersigned affirm the following:**

1) The pre-application neighborhood meeting was held on the ____, day of _____, 20__.

2) The zone change application is based on materials presented at the meeting.

Owner (s): Penny R. Levy Telephone: 406-860 855 4

Address: 1411 Emma Ave Email: fullcirclerealty.penny@gmail.com

Agent (s): _____ Telephone: _____

Address: _____ Email: _____

Authentisign ID: 6FF230A3-9C53-EC11-9820-0050F210F5C6

December 2, 2021

Dear Property Owner,

This letter is to inform you of an informational meeting regarding a zoning change for Emma Jean Heights Subdivision, 4th Filing, that is being made to the city of Billings. The meeting will be held at 1410 Jean Avenue in the Emma Jean Heights Subdivision on December 11, at 10:00 am.

As you may or may not know, the city recently adopted a new Zoning Code for the entire city. The 1st, 2nd, and 3rd Filings in the Emma Jean Heights Subdivision are now zoned N-3. This is labeled by the city as suburban residential zoning and homes that have been built in the subdivision meet this zoning guideline. The 4th Filing (new filing with vacant lots available) has been zoned N-2, which is labeled by the city as mid 20th century zoning and does not allow for many of the features found in the style of homes that have been and are currently being built in the subdivision. This issue came to the developer's attention when it was discovered that the homes currently being built (and approved by the city) were apparently approved in error after the new zoning took effect. Other than the public hearings regarding the new Zoning Code, there was no notice by the city and it is still not clear to the developer why the change was unilaterally made. There had been no notice by the city of the change that was made and it is still unclear as to why. The City of Billings is requiring the developer and land owners of 4th Filing lots formally apply to change the zoning district to N-3, a zoning designation that will match the rest of the subdivision. It is the city's position that it does not "zone downward", but it is the position of the developer that the 4th Filing has been zoned downward so that the zoning request change will be submitted to protect Subdivision property values.

Attached you will find the city supplied definitions of N-2 and N-3 zoning, the legal descriptions of the Emma Jean 4th Filing lots, map of Subdivision showing current zoning, as well as the contact information for the current owners of affected lots.

Developer, Charles Felton, believes this is in the best interest of all lot owners in the Subdivision to maintain the attractive look and desirability of the Subdivision. 100% of the builders currently building in the 4th Filing of the Subdivision have signed the application for the requested change as well. The developer will be present at the meeting to answer any questions you may have regarding the proposed change to N-3 zoning to conform with the rest of the Subdivision.

Sincerely,

Authentisign
Charles J Felton

Charles Felton
(406) 239-4964
1616 Bitterroot Drive
Billings, MT 59105

EMMA JEAN HEIGHT REZONE MEETING
DEC 11, 2021
ATTENDEES

	FULL NAME *	PHONE *	REASON
1	William C. Ulrickson	406 480-1462	
	EMAIL	willcuband@yahoo.com	
	FULL NAME *	PHONE *	REASON
	Phyllis A. Ulrickson	406-480-2673	
	EMAIL		
	FULL NAME *	PHONE *	REASON
3	ARDENE BIERWAGEN	406-598-8803	
	EMAIL		
	FULL NAME *	PHONE *	REASON
	Susan Schleining	406.208.5785	
	EMAIL	*Prefer hockey59102@hotmail.com	
	FULL NAME *	PHONE *	REASON
5	Terry & Schleining	406-281-0524	Meeting
	EMAIL	wrangway59105@hotmail	Dec 11-10 AL
	FULL NAME *	PHONE *	REASON
	Ross McCulloch	406 860 4586	
	EMAIL	bttrekker@bresnan.net	
	FULL NAME *	PHONE *	REASON
7	Stan Kondracki	406-698-7079	
	EMAIL	[illegible]@bresnan.net	
	FULL NAME *	PHONE *	REASON
	Scott Helmbrecht	406-672-5552	
	EMAIL	Scottegel@hotmail.com	
	FULL NAME *	PHONE *	REASON
9	Brianna Monahan	760-914-1726	
	EMAIL	briemonahan91@gmail.com	
	FULL NAME *	PHONE *	REASON
	William Thompson	406.850.9765	
	EMAIL		

EMMA JEAN HEIGHT REZONE MEETING
DEC 11, 2021
ATTENDEES

	FULL NAME *	PHONE *	REASON
11	STEVEN SPRAGUE SR	406 480 0863	
		EMAIL STEVENSPRAGUE_SR@YAHOO.COM	
	FULL NAME *	PHONE *	REASON
	GARY BECKER	406 696-9940	CONCERNS ??
		EMAIL gbecker64@gmail.com	
13	FULL NAME * Jerry Stoltenberg	PHONE * 406-698-8309	REASON Lot Owner
		EMAIL Wrench242t@gmail.com	
	FULL NAME *	PHONE *	REASON
	Jason Cummings	6265270475	Owner in the Neighborhood
		EMAIL cummingsjg@hotmail.com	
15	FULL NAME * Vanessa Cummings	PHONE *	REASON "
		EMAIL vanessa.ovando@gmail.com	
	FULL NAME *	PHONE *	REASON
	Lindsey Wright Jacob Wright	(406) 671-0785	
		EMAIL	
17	FULL NAME *	PHONE *	REASON
		EMAIL	
	FULL NAME *	PHONE *	REASON
		EMAIL	
19	FULL NAME *	PHONE *	REASON
		EMAIL	
	FULL NAME *	PHONE *	REASON
		EMAIL	

Synopsis of meeting for preapplication neighborhood meeting for request of rezone of Emma Jean Heights

Meeting was held at 1410 Jean Avenue Billings, MT on December 11, 2021 at 10:00 am

Several people from the community attended the meeting and they are documented on the attached attendees list with contact information.

Charlie Felton and Kerry Martinson explained the chain of events in a chronological order, including summarizing e mail chain between city employees, Charlie Felton & Kerry Martinson that prompted the rezoning request after discovering that the 4th filing of the subdivision had been rezoned to an N-2 designation in late November.

Multiple attendees questioned why the change was made and voiced that they are unhappy with the change to N-2 zoning. All attendees were surprised and concerned that the city has the ability to rezone property without notifying property owners. City documents describing N-2 and N-3 zoning and a map of lots in subdivision were provided in all mailings with notice of meeting. The differences between homes and setbacks for the 2 zoning designations were discussed at length. Beau Thompson, owner of Thompson Homes and longtime builder in the subdivision shared how the changes have negatively impacted him.

100% of attendees agreed that they are unhappy with the city decision to change the 4th filing to an N-2 zoning designation, that homes built meeting N-2 zoning will damage the aesthetics of the subdivision, and fear that their property values will decline if N-2 zoning remains in place. 100% of attendees are supportive of change to N-3 Zoning. There was a large amount of frustration with the city voiced by attendees, as there is no understanding why this change was made. Charlie Felton then explained the city position that 2 family homes can be built on the lots and that he is only intending to have single family homes built in the future.

Discussion ensued between attendees and they agreed that they will be reaching out to city council members to encourage the zoning to be changed to N-3 as well as actively encouraging the city to make the zoning change to an N-3 designation. The meeting ended at 10:50 am.

Synopsis prepared by Kerry Martinson

SUBJECT PROPERTY	Zone Change #	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
SURROUNDING PROPERTY	**Zone Change #**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
Emma Jean Heights	**City ZC 1007**	**Mar 2022**	**N2 to N3**	**Y**	
Lot 2, Block 1 Cherry Creek Estates	**County ZC 496**	Feb 1998	A-1 to R-70 and RMH	Withdrawn	
	City ZC 633	April 1998	A-1 to R-70	Withdrawn	Northern lot on Wicks Lane
	County ZC 506	August 1998	A-1 to R-96	Approved	Riverview Estates east of Cherry Creek
	County ZC 524	Dec 1999	A-1 to PD with RMH & Public zones	Denied	BOCC recommended annexation
	County ZC 541	April 2001	A-1 to R-96 & Public	Approved	Subject Property
	County ZC 543	May 2001	A-1 to RMH & Public	Approved	Litigated & BOCC Decision Affirmed
	County ZC 551	March 2002	Clarifying Zone Boundaries R-96 & Public	Approved	
	City ZC 696	April 2002	A-1 to RMH, RMH to Public & R-96 to Public	Withdrawn	Mistaken submittal by agent
	City ZC 702	July 2002	RMH & Public to R-96	Denied	City Council initiated after annexation in June 2002
	City ZC 703	10/6/2020	R96 to R80	Denied	
	City ZC 983	7/27/2020	P to R80	Withdrawn	
	County ZC 562	July 2003	A-1 to R-96	Approved	Small area east of MHP
	County ZC 673	March 2016	R-96 to RMH	Withdrawn	Subject Property
Cherry Island Est	**City ZC 995**	9/13/2021	RR1 to P1 & N3	y	
Bitterroot Sub, Lt 1-16, bk1	**City ZC 673**	9/14/98	R7 to R96	Y	
Bitterroot Heights	**City ZC 751**	2/14/05	R7 to R7R	Y	
1922 – 1950 Mary St	**County ZC 85**	4/27/1976	R-70 to RMH	Y	Court reversed ZC
1415 Yellowstone River Rd	**County ZC 312**	1/22/1982	R-70 to Public	Y	Eagle Cliff Nursing Home
1817 Bitterroot Dr	**County ZC 371**	11/84	R-70 to R-60	Withdrawn	Annexed
Bitterroot Dr & Walter Rd	**County ZC 505**	9/28/1998	R-70 to R-96	Y	Multiple owners adjacent to Cherry Creek
1601 – 1747 Wicks Ln	**City ZC 637**	9/14/1998	R-70 to R-96	Y	Multiple owners adjacent to Cherry Creek
Caleb Park Hawthorne & Wicks Ln	**City ZC 761**	9/20/2005	R-70 to R-50	Y	Townhomes

ORDINANCE 22-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON BLOCK 11, LOT 2, EMMA JEAN HEIGHTS SUB., 1ST FILING 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.** **Block 11, Lot 2, Emma Jean Heights Sub., 1st FILING** is presently zoned **Mid-Century Neighborhood Residential (N2)** 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 **Block 11, Lot 2, Emma Jean Heights Sub., 1st FILING,** is hereby changed from **Mid-Century Neighborhood Residential (N2) to Suburban Neighborhood Residential (N3)**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining **Suburban Neighborhood Residential (N3)** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 23RD day of May, 2022.

PASSED, ADOPTED and APPROVED on second reading this 13th day of June, 2022

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1015, Emma Jean Heights

City Council Regular

Date:	06/13/2022
Title:	Bid to Sell, Exchange or Donate City Real Property - Terrace Estates Sub., 3rd Filing
Presented by:	Mark Jarvis
Department:	Parks/Rec/Public Lands
Presentation:	Yes
Legal Review	Yes

RECOMMENDATION

Staff is neutral for a recommendation on this issue. The Parks, Recreation and Cemetery Board Met on May 11, 2022, and discussed this issue. There were 2 motions made, but both failed to receive a majority vote. Therefore, the Board does not have a recommendation regarding this issue.

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

The property owner of the de-annexed Terrace Estates Subdivision, 3rd Filing, as part of their plan to reconfigure their lots prior to selling the land, desired to acquire nine parcels of City owned parkland, see Attachment A. In exchange, they propose to providing four parcels of equal acreage and greater value, See Attachment B. At the April 11, 2022, Council Meeting, a public hearing was held followed by Council passing a resolution authorizing staff to proceed with the disposal of these parcels through the bidding process by the sale, exchange or donation of City owned land as permitted in the Billings, Montana City Code, Article 22-902, see Attachment C. On April 15, 2022, the City published a Public Notice titled Disposition of City Property and Call for Sealed Bids wherein offers to purchase, exchange or donate these nine parcels would be received by the City Clerk on May 3, 2022, by 2:00 pm. At the bid opening on May 3rd, the City received one bid, see Attachment D. This bid was from James and JoAnn Boyer, owners of the de-annexed Terrace Estates Subdivision, 3rd Filing. This bidder is proposing to exchange four parcels of land they own for the nine parcels the City owns.

According to the Council approved Billings Urban Area Bikeway and Trails Master Plan Update for 2017, a proposed future trail is identified along Alkali Creek on City owned land through the De-annexed Terrace Estates 3rd Filing property, see Attachment E.

If Council approves the exchange of the 4 parcels offered by the Boyers, see Attachment F, it would provide additional parkland on the east end of the Terrace Estates land. This would improve access to an existing City utility easement in the northeast corner, Parcel B-P 1, for Public Works to more conveniently access a sewer line for maintenance. On the southeast corner, Parcels B-P 2 and B-P 3, would provide additional road frontage along Alkali Creek Road for any future parkland access to the Alkali Creek corridor and for future possible development. If the 9 parcels of parkland on the western half of the Terrace Estates land is exchanged, it would narrow the corridor running along Alkali Creek and would decrease the possibility of public access along that portion for future improvements such as a trail. It will also reduce the access to the remaining parkland to perform maintenance operations. A composite aerial map illustrates the proposed land exchange see Attachment G.

ALTERNATIVES

City Council may:

- Approve the bid by James and JoAnn Boyer to acquire the nine parcels of parkland within the de-annexed Terrace Estates Subdivision for the four parcels they propose to exchange;
- Approve the bid by James and JoAnn Boyer subject to certain conditions of the sale, exchange, or donation of any or all of the nine parcels of parkland as Council may determine, including placing deed restrictions relating to the use or subsequent sale of the property; or
- Reject the bid and retain the property.

FISCAL EFFECTS

There will be no significant fiscal effects by taking this action.

Attachments

Attachment A 9 Parcels
Attachment B 4 Parcels

Attachment C Sec.-22-902
Attachment D Bid Submittal
Attachment E Billings Base Map
Attachment F Parcel Map
Attachment G Aerial 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 3rd 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 3rd 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°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 3rd 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 3rd 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 apoint 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 OFBEGINNING;

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 3rd 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 3rd 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 thesouth 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 OFBEGINNING;

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 3rd Filing, YellowstoneCounty, 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 saidsubdivision;

THENCE South 86°08'29" West, along said north line, 50.14 feet to the east most corner of Lot 15, Block1 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 saidsubdivision, 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 3rd 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 3rd Filing, YellowstoneCounty, 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 thecurved 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 mostcorner 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 thenortherly 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 3rd Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the northwest comer of Lot 53, Block 3 of said Terrace Estates Subdivision 3rd Filing;

THENCE South 81°32'18" East, along the north line of said Lot 53, a distance of 200.60 feet to thenortheast corner of said Lot 53;

THENCE South 23°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°21'41" West, 365.00 feet distant;

THENCE southeasterly 99.43 feet along said curve through a central angle of 15°36'28";

THENCE South 51°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°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°10'16" East, along the northwesterly line of said Lot 60, a distance of 210.07 feet tothe east most corner of said Lot 60;

THENCE South 40°18'42" West, along the southwesterly line of said Lot 60, a distance of 158.44 feet tothe northerly line of the existing park boundary,

THENCE North 60°14'26" West, along said park boundary, 67.06 feet;

THENCE North 76°01'35" West, continuing along said park boundary, 57.63 feet to the beginning of acurve concave to the north having a radius point which bears North 26°28'14" West, 55.00 feet distant;

THENCE westerly 31.05 feet along said curve through a central angle of **32°20'48";** THENCE South 05°12'36" West, continuing along said park boundary, 24.01 feet; THENCE South 63°52'29" West, continuing along said park boundary, 65.04 feet; THENCE North 86°12'13" West, continuing along said park boundary, 44.97 feet; THENCE North 34°18'50" West, continuing along said park boundary, 67.40 feet; THENCE North 34°21'03" West, continuing along said park boundary, 36.69 feet; THENCE North 74°13'48"

West, continuing along said park boundary, 65.90 feet; THENCE North 37°17'59" West, continuing along said park boundary, 49.98 feet; THENCE South 73°26'01" West, continuing along said park boundary, 82.09 feet;

THENCE leaving said park boundary North 10°03'39" West, 190.01 feet to the northwest corner of Lot 13, Block 2 of Terrace Estates Subdivision 3rd Filing;

THENCE North 08°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 3rd Filing, Yellowstone County, Montana, being more particularly described as follows:

Lot 76, Block 3 of Terrace Estates Subdivision 3rd 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 3rd Filing, Yellowstone County, Montana, being more particularly described as follows:

Lot 26 and Lot 27, Block 2 of Terrace Estates Subdivision 3rd 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 3rd 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 3rd Filing;

THENCE North 23°54'35" East, along the westerly right of way line of said Valley Heights Road, 96.79feet 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°08'53" to the TRUE POINT OF BEGINNING;

THENCE continuing northeasterly 42.37 feet along said curve through a central angle of 05°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 aradius 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)

Bidder Information:

Name: James & JoAnn Boyer

Address: 2810 Central Ave Unit C

City, State, Zip: Billings, MT 59102

Phone: 406-698-5455 (Laura)

Email: laura@boyerproperties.com

We acknowledge #1 Addendums.

#

Bid Price:

Parcel P-B1: seven thousand nine hundred sixty nine dollars ($ 7,969.00)
Total written in words

Parcel P-B2: thirtyfour thousand nine hundred fifty two dollars ($ 34,952.00)
Total written in words

Parcel P-B3: six thousand six hundred seventy dollars ($ 6,670.00)
Total written in words

Parcel P-B4: one thousand four hundred twenty nine dollars ($ 1,429.00)
Total written in words

Parcel P-B5: fifteen thousand two hundred two dollars ($ 15,202.00)
Total written in words

Parcel P-B6: three thousand six hundred thirty eight dollars ($ 3,638.00)
Total written in words

Parcel P-B7: forty one thousand two hundred seventy six dollars ($ 41,276.00)
Total written in words

Parcel P-B8: fifty thousand eight hundred four dollars ($ 50,804.00)
Total written in words

Parcel P-B9: eight thousand fifty six dollars ($ 8,056.00)
Total written in words

Exchange Proposal:

Type text here

The total above is, 3.925 acres, at $169,996.00. we are proposing exchanging the parcels above for the four parcels B-P1-4 for a total of 4.169 acres. The value of the land we are exchanging is $177,117.00

Attach additional pages as necessary.

Donation Proposal:

Attach additional pages as necessary.

Signature: 

James Boyer
Print Name

Organization: _____

Date: 4-26-22

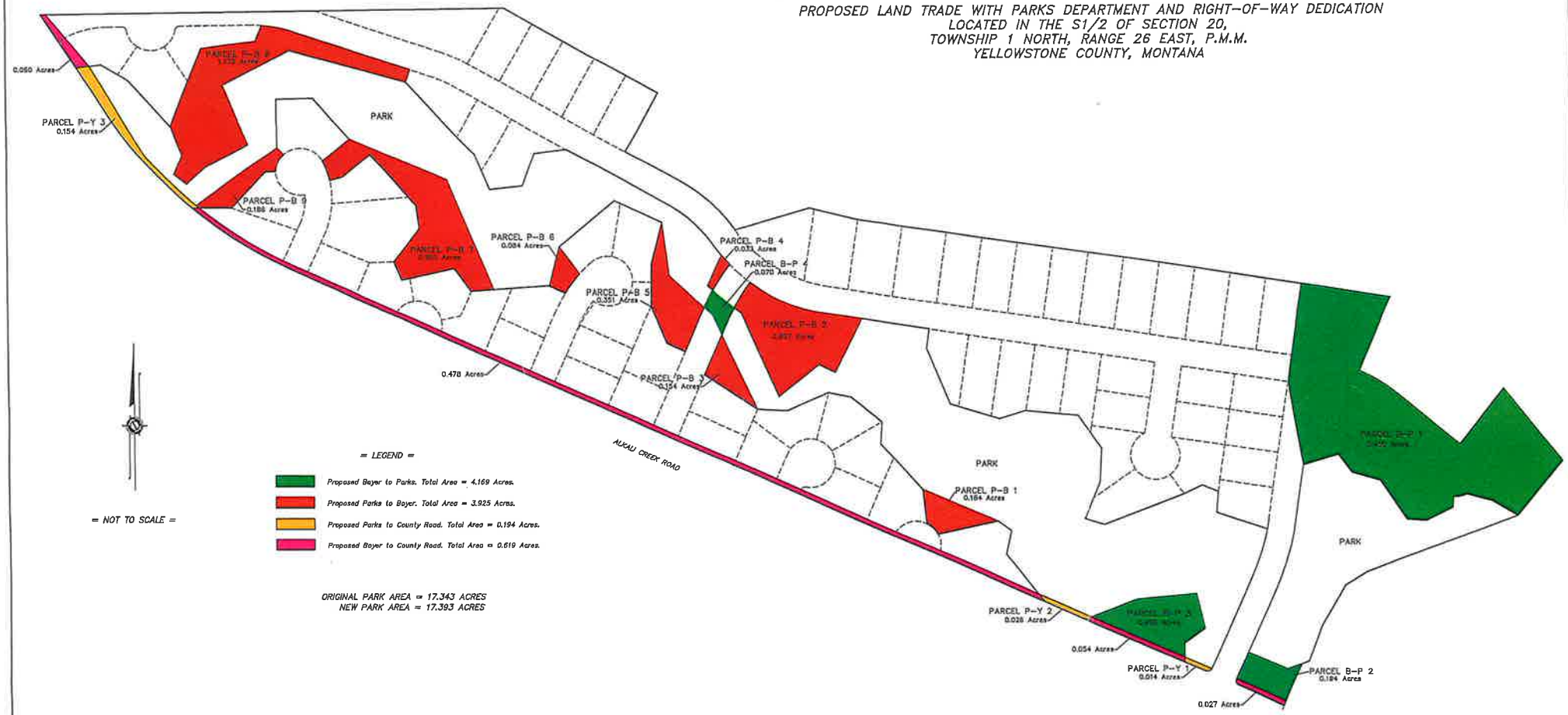
*Bids to acquire the property noted above must include the following in a **sealed envelope** marked*
Terrace Estates Properties

*Offers to purchase, exchange or donate these nine properties described above will be received by the Billings City Clerk, via email at bids@billingsmt.gov or via mail or delivery at 210 N. 27th Street, Billings, MT 59101 (P. O. Box 1178, Billings, MT 59103), until 2:00 PM (MST) on Tuesday, May 3, 2022. and then publicly opened and read aloud via Facebook Live on the City's Facebook page: **https://www.facebook.com/Billings-MT-City-Government-74352842013/**. Bid tabulations will be posted for public viewing after the bids have been opened. Late bids may not be accepted or reviewed.*

= 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 Buyer to Parks. Total Area = 4.169 Acres.
- Proposed Parks to Buyer. Total Area = 3.925 Acres.
- Proposed Parks to County Road. Total Area = 0.194 Acres.
- Proposed Buyer 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: O:\...\20027-Buyer\Missed\Park Swap.dwg
DATE DRAWN: 03/11/21 REVISED: 11/06/21, 02/22/22

PINPOINT LAND SURVEYS, PLLC
1316 FLORIAN AVE
HUNTLEY, MONTANA 59037
(406) 373-9856



Terrace Estates Properties

BILLINGS URBAN AREA

RECOMMENDATIONS MAP

BIKEWAY + TRAILS MASTER PLAN UPDATE

Winter 2017

sources: City of Billings, Montana Dept. of Transportation, ESRI

Author: SP

PROPOSED FACILITIES

- Shared Use Path
- Shared Use Path (Conceptual)
- Shared Use Path (Platted)
- Bicycle Boulevard
- Bicycle Boulevard Future
  (To be constructed when road is built or Adjacent facility is complete)
- Bike Lane
- Bike Lane Future
  (To be constructed when road is built or widened)
- Buffered Bike Lane
- Shared Lane Marking
- Visionary Long Range Bikeway
  (To be constructed only if major roadway reconstruction occurs)

SPOT RECOMMENDATIONS

- Spot Improvement
- Minor Trailhead
- Major Trailhead

EXISTING CONDITIONS

- Bike Lane
- Shared Lane Marking
- Shared Use Path
- Neighborhood Trail
- Unpaved Trail
- Minor /Major Trailhead
- Park
- City Owned Property
- Stewardship and Managed Lands
- City of Billings
- Lockwood

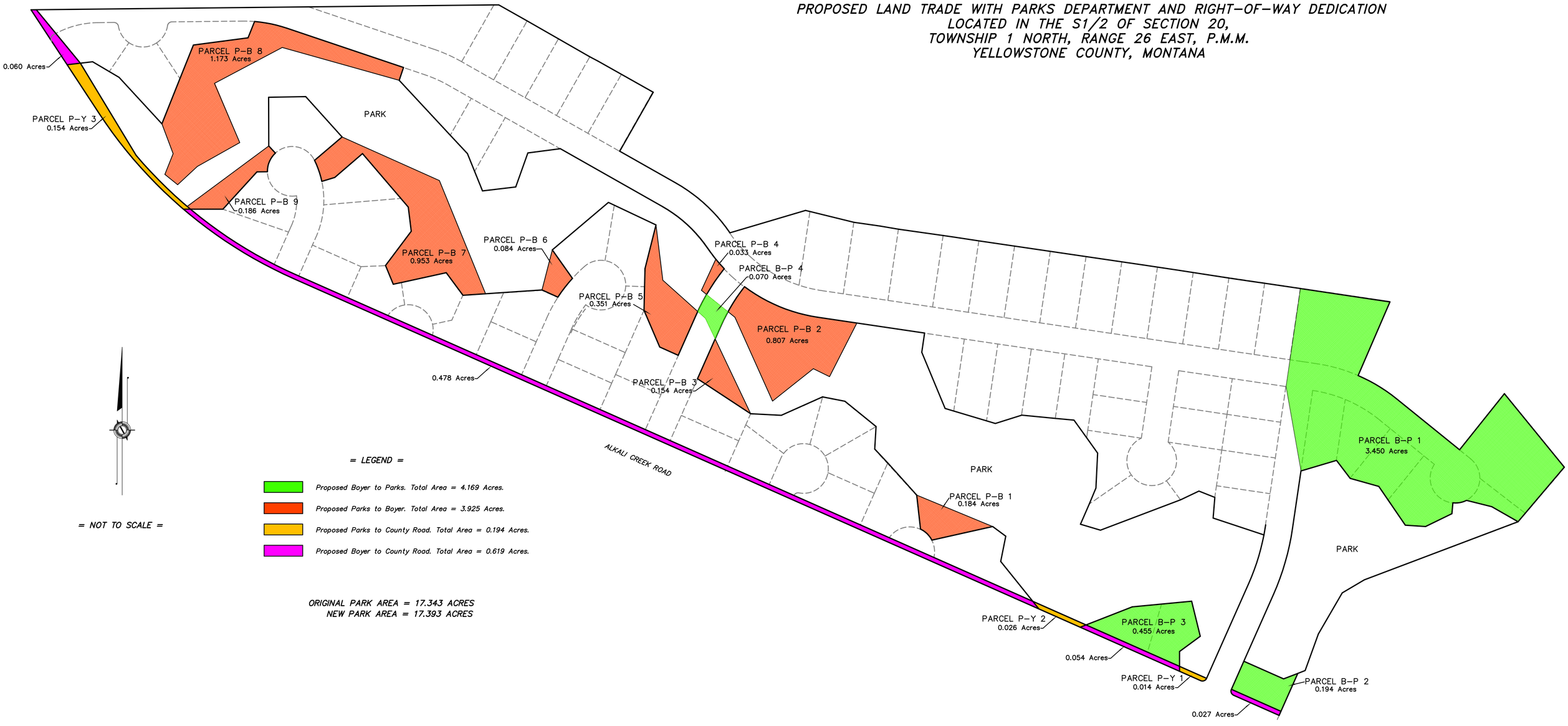
Annandale Rd
Lake Elmo Park
Mary St
Crest Dr
5 Mile Rd
Lake Elmo Dr
Jerrie Ln
Bitterroot Dr
Wentworth Dr
Lakehills Dr
Generosa Blvd
Skyway Drive Trail
Kiwanis Trail Corridor
Wicks Ln
Logan Ln
Nutter Blvd
Constitution Ave
Senators Blvd
Bench Blvd
Two Moon Park
Hilltop Rd
Old Hardin Rd
Becraft Ln
Alkali Creek Trail Corridor
Aronson Ave
Jim Dutcher Trail Corridor
Alkali Creek Rd
Swords Park
Swords Park Airport Road Corridor
Rosebud Ln
Hemlock Dr
Old US 87
Johnson Ln
Noblewood Dr
Rehberg Ranch Trail
Mott Rd
Sam Snead Trl
Zimmerman Park
Rimrock Road Trail
Rimrock Rd
Poly Dr
Big Ditch Trail Corridor
Colton Blvd
Parkhill Dr
Avenue D
Avenue C
Grand Ave
Lewis Ave
Yellowstone Ave
Broadwater Ave
Terry Ave
Central Ave
Monad Rd
King Ave
King Ave W Trail
Shiloh Road Corridor
Zimmerman Trail
Mountainview Cemetery
Amend Park
Montana Ave
Calhoun Ln
Hallowell Ln
Jackson St
Riverside Ave
Sugar Ave
Garden Ave
Coburn Rd
State Ave
1st Ave
4th Ave
6th Ave
11th Ave
10th Ave
9th Ave
8th Ave
7th Ave
6th Ave
4th Ave
3rd Ave
2nd Ave
Montana Ave
27th St
25th St
30th St
32nd St
13th St W
15th St W
17th St W
19th St W
32nd St W
38th St W
40th St W
54th St W
72nd St W
64th St W
56th St W
48th St W
24th St
10th St W
8th St W
Gabel Rd
East Ln
S Billings Blvd
Jim Dutcher Trail Corridor
Riverfront Park
Hesper Rd
Neibauer Rd
Danford Rd
Story Rd
Yellowstone River
Jefferson Rd
Blue Creek Rd
Hillcrest Rd
Briarwood Blvd
LOCKWOOD
BILLINGS
3
87
90
94
212
320

Peak to Plains Design
alta PLANNING + DESIGN
MPO BILLINGS - YELLOWSTONE COUNTY METROPOLITAN PLANNING ORGANIZATION

= PROPOSED LAND EXCHANGE WITH PARK =

= PORTION OF TERRACE ESTATES SUBDIVISION, 3RD FILING =

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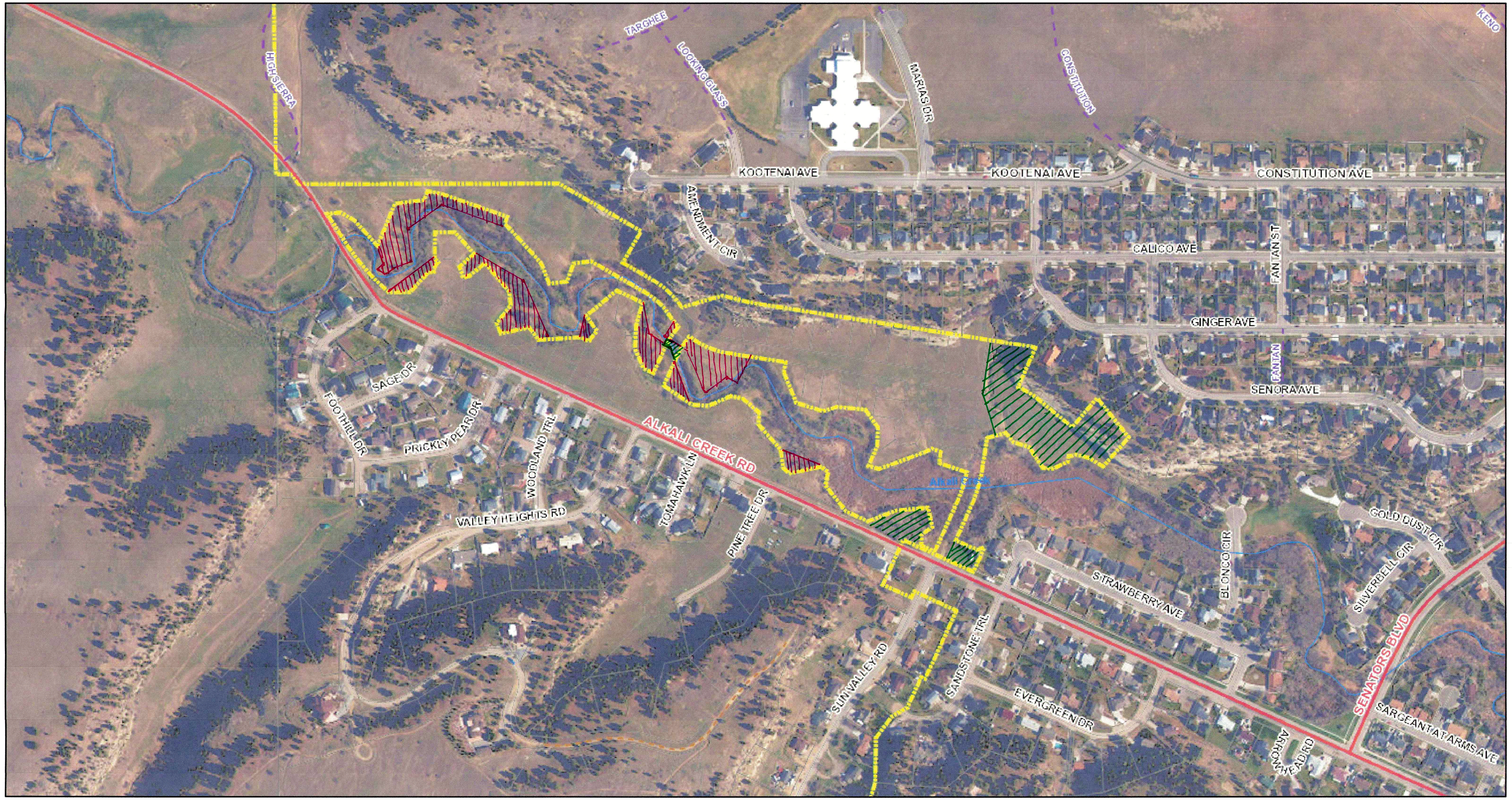
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DRAWING PATH: C:\...\20027-Boyer\Mscad\Park Swap.dwg
DATE DRAWN: 02/11/21 REVISED: 11/09/21, 02/22/22

PINPOINT LAND SURVEYS, PLLC
1318 FLORIAN AVE
HUNTLEY, MONTANA 59037
(406) 373-9856

ArcGIS Web Map



9/15/2020, 2:08:36 PM

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0 320 640 1,280 ft

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