****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 Zoom Meeting Webinar IDs and Passcodes
- Click Here for Zoom Meeting Instructions for Attendees (as guests)

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."

REVISED 10/18/2022 - Notation added concerning Closed Executive Session

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

COUNCIL CHAMBERS | OCTOBER 24, 2022 | *4:00 P.M.

*** Please note time change for this meeting is due to a Closed Executive Session beginning at 4:00 P.M., Regular Business Meeting will begin at 5:30 P.M.**

CALL TO ORDER: Mayor Cole

RECESS TO CLOSED EXECUTIVE SESSION* City Administratior, Chris Kukulski's Annual Review

*Note: The Executive Session will be closed, as allowed in Section 2-3-203(3), MCA, as discussions relate to matters of individual privacy and wherein the demands of individual privacy exceed the merits of public disclosure.

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Tidswell

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

MINUTES:

- September 26, 2022
- October 10, 2022

COURTESIES:

PROCLAMATIONS:

- Extra Mile Day - November 1, 2022
- November - Lung Cancer Awareness Month in Montana
- Red Ribbon Week - October 23rd-31st

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 and 4 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. <u>CONSENT AGENDA</u> -- Separations:

A. <u>Bid Awards:</u>

1. **Striping and Road Markings for 11 Roundabouts.** (Opened 10/04/22). Recommend Streamline Markings.

B. **Professional Services Agreement** with Substance Abuse Connect for mobile crisis response services.

C. **Reimbursement Agreement** for Construction of Water and Sanitary Sewer; Development 55.

D. **Reimbursement Agreement** for Construction of Water and Sanitary Sewer; Big Sky Economic Development Authority.

E. **Change Order No.1,** WO 22-08: Central Park Tennis Court; Good Earth Works Co.

F. **Amendment No. 1,** Bureau of Land Management (BLM) lease for IP-6 and IP-7 buildings and wareyard ground space at Billings Logan International Airport.

G. **Purchase** of Ultra Violet (UV) disinfection system replacement parts for the Water Reclamation Facility; Trojan Technologies.

H. **Purchase** of X Series cardiac monitors / defibrillators for Medical Response Teams (MRT); Zoll Medical Corporation.

I. **Federal FY22 Homeland Security Grants** for Police Department Bomb Squad.

J. **Grant Acceptance** for Zoll Auto Pulse Cardiac/CPR equipment for Medical Response Teams (MRT); Phillips 66.

K. **Amended SIA,** Shiloh Business Park Subdivision. **Quasi-Judicial*

L. **Preliminary Major Plat,** Buffalo Crossing Subdivision. **Quasi-Judicial*

M. **Final Plat,** Emma Jean Heights Subdivision, 4th Filing, 1st Amended. **Quasi-Judicial*

N. **Final Plat,** Harmony Meadows Subdivision, 3rd Filing. **Quasi-Judicial*

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

1. September 19, 2022
2. September 26, 2022

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

REGULAR AGENDA:

2. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1018:** generally located at 2110, 2116, and 2130 Bench Boulevard. Zoning Commission recommends approval and adoption of the 10 criteria. ** Quasi-Judicial*

- *Presented by:* Karen Husman, Planner

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1018 and adopt the findings of the 10 criteria, as recommended by the Zoning Commission.

3. **MICHELOTTI PROPERTY:**

a. **JOINT PUBLIC HEARING FOR ANNEXATION 22-07 AND ZONE CHANGE 1020:**

i. **RESOLUTION FOR ANNEXATION 22-07:** a parcel located south of Avenue D and east of Tiburon Lane. Staff recommends conditional approval. **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 22-07, as recommended by staff.

ii. **FIRST READING ORDINANCE FOR ZONE CHANGE 1020:** generally located south of Avenue D and east of Tiburon Lane. Zoning Commission recommends approval and adoption of the 10 criteria. * *Quasi-Judicial*

- *Presented by:* Nicole Cromwell, Zoning Coordinator

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1020 and adopt the findings of the 10 criteria, as recommended by the Zoning Commission.

b. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward IV to include recently annexed property in Annexation 22-07: a parcel located south of Avenue D and east of Tiburon Lane. Staff recommends approval.

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

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

4. **TAX INCREMENT FINANCING ASSISTANCE** from South Billings Boulevard Urban Renewal District (SBBURD) funds to purchase the Sportsplex located at 5000 Southgate Drive and an adjacent one-acre parcel of land for a public ice rink. SBURA Board recommends approval.

- *Presented by:* Wyeth Friday, Planning Director and Jim Tevlin, SBBURD Consultant

Recommended Motion: I move to approve the tax increment financing assistance from SBBURD funds to purchase the Sportsplex located at 5000 Southgate Drive and an adjacent one-acre parcel of land for a public ice rink, as recommended by the SBURA Board.

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:	10/24/2022
Title:	Public Works Department FY23 Striping and Road markings for 11 Roundabouts, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council award the bid for striping and road markings for 11 roundabouts to Streamline Markings in the amount of $175,000.

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

The pavement markings for eleven roundabouts will be painted in epoxy paint and includes grinding/cleaning markings prior to re-striping. The epoxy paint will last longer under the high-traffic conditions that exist on the roundabouts. The bid was advertised in the Yellowstone County News on September 16, September 23, and September 30, 2022. Bids were opened on October 4, 2022, and two bids were received. Streamline Markings submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Approve the bid for the painting and striping of the 11 roundabouts to Streamline Markings; or,
- Reject all bids. If not approved, the striping will fade causing safety issues.

FISCAL EFFECTS

The City received 2 bids for roundabout painting as shown below:

Vendor	Price
Streamline Markings	$175,700.00
Highmark	$239,250.00

Striping and road markings for 11 roundabouts is in the approved FY23 Street and Traffic budget. There is sufficient budget to award this bid.

City Council Regular

Date:	10/24/2022
Title:	Contract Award: Mobile Crisis Response Services
Presented by:	Jason Banfield, Assistant Fire Chief
Department:	Fire
Presentation:	No
Legal Review	No

RECOMMENDATION

Staff recommends award of an agreement with Substance Abuse Connect to provide mobile crisis response services for individuals experiencing acute mental health crisis as determined through screening by dispatch. This shall be a two-year Memorandum of Understanding (MOU) with renewal for up to eight (8) additional years by mutual agreement, in writing, and contingent upon funding and budget approval. The SAC's proposal best meets the needs of providing these service for the community of Billings.

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

As per CPSM recommendation #21, "BFD should work with AMR, the 911 Dispatch Center, area hospitals, and social service providers to develop a Billings FD-MIH/Community Paramedicine program." This program is the level between what the Billings Fire Department is doing now and the future evolution into Community Paramedicine. This program is about efficiency as it will allow PD relief from a scene quicker and reduce significant responses from FD. This will provide a more appropriate response for individuals in an acute mental health crisis. Pursuant to the discussion by and at the direction of the City Council at their meeting of June 20, 2022, a Request for Proposals was advertised in the Yellowstone County News on 9/9/22 and 9/16/22. Three (3) proposals were received from:

- America First Response;
- TruCare24; and,
- Substance Abuse Connect.

A selection committee made up of staff from Administration, Fire and Finance, reviewed all three proposals and unanimously selected Substance Abuse Connect for recommended Council approval of partnership and MOU execution.

ALTERNATIVES

City Council may Approve entering into an MOU to provide mobile mental health crisis intervention services with Substance Abuse Connect.; or, Not Approve entering into an MOU to provide mobile mental health crisis intervention services with Substance Abuse Connect, and provide further direction to staff.

FISCAL EFFECTS

$250,000 in city expenses is recommended to partner with Substance Abuse Connect to initially support these mobile mental crisis intervention services. Any reimbursements will be shared by the organizations providing the services in percentages equal to contributions by those organizations. Additionally, due to the nature of this partnership, City, County and Non-profit grant funding can be pursued and used to build this program and offset any non-reimbursable expenses.

SUMMARY

Staff recommends entering into an MOU with Substance Abuse Connect to provide mobile crisis response services for individuals experiencing acute mental health crisis as determined through screening by dispatch. This shall be a two-year MOU with options to renew for up to eight (8) additional one-year terms by mutual agreement, in writing, and contingent upon funding and budget approval.

Attachments

SAC Proposal
MCR budget Estimated costs

Mobile Crisis Response

Grant Application Package

Submitted to:
City of Billings
Liz Kampa, Purchasing Agent

Submitted Via: **kampal@billingsmt.gov**

Submitted by:
Rimrock Foundation & Substance Abuse Connect
Amanda Stonerock, Contractor
1231 North 29th Street
Billings, MT 59101

Data Universal Numbering System (DUNS) #: 134332683
Tax Identification Number (TIN): 81-0302870
System for Award Management (SAM) CAGE Code: 3PDN4

Mobile Crisis Response Proposal
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SECTION 3: INFORMATION FOR SUPPLIERS

SECTION 4: RFP EVALUATION AND PROCESS
- Signed MOU- BDP and Rimrock

ATTACHMENT A – VALIDATION QUESTIONS FOR SUPPLIER
- References
- Quality Assurance Policy: 2021 Performance Measurement & Management Written Plan
- Reporting Example

ATTACHMENT B – CONDITIONS AND NON-COLLUSION FORM

ATTACHMENT D – INTENT TO RESPOND FORM

ATTACHMENT E – SUPPLIER CONTACT INFORMATION

Section 3: Information for Suppliers

Rimrock acknowledges all subsections of Section 3: Information for Suppliers.

- Rimrock agrees to prices quoted for at least ninety (90) days after the RFP due date
- Rimrock certifies that it submits this proposal independently and without collusion.
- Rimrock has insurance that meets the requirements of the City. Rimrock has a current business licenses and will complete the new vendor form as needed.
- Rimrock will not submit questions for this proposal.
- Rimrock acknowledges and certifies this is a true representation of services and is accurate and complete.

Section 4: RFP Evaluation and Selection Processes

1) Organizational Background and Capacity (20 points)

Rimrock is a Montana non-profit 501(c)(3) agency, organized in l968 by a voluntary Board of Directors for the purpose of providing information, education, and rehabilitation services to those suffering from a substance use disorder and process addictions, and their family members. Originally conceived, Rimrock's primary service area was South Central Montana. As services have evolved, and the need for multi-disciplinary and dual diagnosis treatment have grown, Rimrock's programs now serve Montana, Northern Wyoming, the Dakotas and other parts of the United States. Approximately 20% of patients seek care at Rimrock from other parts of the United States. We are the largest treatment center in the region, providing rehab services for adults with substance use and co-occurring disorders. Rimrock views addiction as a

whole person illness affecting an individual's emotional, physical, spiritual, and social well-being. Out program is designed to help people find a balance in their lives. We create opportunity for those impacted by addiction and mental illness through innovative, compassionate and life changing care. Rimrock creates a unique therapeutic learning environment that promotes whole person healing during the rehab process. All levels of care are provided, to assure patients of the least restrictive level of care necessary to meet their needs. Our staff of over one hundred eighty professionals have but one purpose– helping patients choose freedom and health over addiction.

As a staff of 189 individuals whom has been in business for over 54 years, we are well qualified and prepared to provide evidence-based services to the community. Through long-standing partnerships with public (BFD and BPD) and other community providers, we provide the City of Billings the best opportunity for successful implementation of Mobile Crisis Response Units. We currently have 14 different programs to meet individual treatment needs and Mobile Crisis Response would bring us to 15. Rimrock has been licensed by the State of Montana as a Mental Health Center for over 30 years and has led the way on innovative therapeutic modalities in working with community members experiencing situations negatively impacting day-to-day life. Rimrock's Mental Health Services team is comprised of dually-licensed counselors that hold a LAC (License in Addiction Counseling) as well as a mental health license (LCSW or LCPC).

Rimrock has a long history of successfully providing integrated, concurrent dual diagnosis care for patients whose addictive illness is compounded by the presence of a mental disorder. We believe we have set the standard for this type of care and our

interdisciplinary treatment team includes a broad range of disciplines inclusive of psychiatry. Patients may access these services and have their psychiatric disorder monitored by the Rimrock's physicians throughout their stay.

While Rimrock does not currently provide Mobile Crisis response in the form of this RFP, it has a history of working with law enforcement and providing acute, immediate community response. This includes the HOT program (Homeless Outreach Team). The Homeless Outreach Team consists of two peer support specialists who partner with Billings Police Officers to respond either in person or via telehealth to non-violent crisis situations. This team serves the downtown Billings area. The Motivated Addiction Alternatives Program (MAAP) is another example of collaboration with law enforcement serving addition and co-occurring services to homeless Billings residents. The program offers specialized treatment for homeless individuals, age 18 or older, with substance use disorders, mental illness or with co-occurring substance use and mental illness. In this program, homeless residents are identified by the Billings Police Department (BPD) and Rimrock's Resource Outreach Coordinator (ROC). This highly qualified team is comprised of crisis intervention trained officers and a Master's of Social Work counselor who interact face to face with homeless intoxicated residents.

Detoxification and treatment services are offered to all identified persons and transportation is provided to Rimrock's medical detox unit or Billings' Community Crisis Center social detox unit. Throughout the detox process, the ROC will meet with the client to assess appropriateness for treatment, determine level of care, and encourage treatment participation. Among the wide variety of treatment programs, MAAP also utilizes the White Bison Wellbriety Program to further connect American Indian Culture to Recovery

concepts by providing a culturally appropriate 12-step program. This program was developed by White Bison, based upon teachings of the Medicine Wheel, the Cycle of Life and the Four Laws of Change.

Rimrock has worked diligently over the last several years to build relationships and collaborate with law enforcement and community partners to create a model which saves taxpayers money and provide necessary services. Currently Rimrock is funded through the National Council for Mental Wellbeing for the CCBHC grant to fund a significant portion of the Mobile Crisis Response and Crisis Stabilization Services identified in this application. Missing from this grant is the funds for the EMT, vehicle, data analysis, and support supplies which this application will support. The funding from that program offers $2,000,000 in funding to support equipment, and 8 staff members including 3 certified clinicians, 2 Care Coordinators, 2 Peer Support Specialists, and 1 Program Manager. With the addition of these City funds, the full Crisis Response team will have the remaining team requirements and equipment necessary to implement services. This team is qualified and able to implement MCR immediately upon hire and obtainment of the vehicle. This includes billing Medicaid for services supporting long term sustainability of the program.

The Billings Crisis Response Unit (CRU) Support Project will address the pressing need to provide a health-first response to behavioral health crises in Montana's largest city by funding the planning process and support staff needed to complete the mobile CRU team being established in Billings, Montana. Billings is home to 109,550 residents and is the state's largest urban center. An estimated one in seven Montanans lives in Yellowstone County which is bordered by two American Indian Reservations.

The project will create a comprehensive collaboration response program that targets individuals with Mental Health Disorders (MHDs) and co-occurring Mental Health Substance Use Disorders who experience crisis and are likely to come into contact with the criminal justice system. Developing a mobile CRU is an evidence-based practice, well supported by research.

2) Principles and Values (15 points)

As a reputable community provider for over 50 years, Rimrock has an organization philosophy and mission that far exceeds the general expectations of trauma informed care. Rimrock utilizes treatment modalities used at Rimrock are selected for application based upon whether they are supported by research and generally accepted for use in addiction treatment settings. Patients at all sites receive these modalities either directly by staff or through Video Conferencing which permits them to have interactive participation.

Rimrock has pioneered the Advanced Integrated Model of Addiction Treatment, which combines the best approaches available today to treat patients with a substance use disorder and process addictions and concurrent mental illness. Our single goal is to assure the highest quality of care, using state of the art approaches, for the purpose of enhancing patient outcomes. To achieve this, we require trained professionals representing addiction, medicine and mental health disciplines, working as a collaborative team in which each discipline contributes and communicates. Each member of our staff is expected to be committed to quality care.

Approximately 80% of patients treated for a substance use disorder or process addictions at Rimrock will be found to have a co-occurring disorder. The incidence of

mental illness co-existing with a substance use disorder or process addictions is increasing both nationally and in Rimrock's population. Rimrock believes in the necessity for comprehensive biopsychosocial assessment of each patient as the foundation for treatment planning. All patients have their care supervised by the Patient Care Monitoring Team, led by Rimrock's physicians. Our experience has been that with appropriate diagnostic and treatment planning services, the co-occurring patient can experience treatment outcomes as positive as those of single disorder patients.

Substance use disorders and process addictions can be interrupted through interdisciplinary professional treatment. One of the primary goals of treatment is continued meaningful abstinence from mood altering chemicals, substances or experiences, which have been sustained by the pathological relationship. The patient is an active participant in the treatment program with group therapy functioning as the primary modality. Each patient is introduced to the healing principles of the twelve step programs while undergoing treatment.

Successful treatment also requires the active participation of the patient's family. Rimrock's family program is designed to enlist the family's cooperation and secure their involvement in the treatment experience. Family members are involved in a therapy-intensive week during the course of the patient's stay, as well as weekend sessions if they choose.

The attitudes, knowledge and skills gained in the treatment program are supported in Rimrock's continuing care program, directed by the clinical staff of the outpatient department or a certified addiction counselor in the patient's home community. Recovery rates are increased significantly for patients who complete a structured continuing care

program which enables them to begin to integrate their newfound knowledge into their daily living experiences. Each patient participates in a minimum of twelve weeks of outpatient continuing care programming. Dual diagnosis patients are followed up for the duration of their medication course by a Rimrock physician or, an appropriate physician in their community.

Rimrock recognizes that substance use disorders and compulsive illnesses carry an inherent risk of relapse for the patient. Thus, relapse prevention is an essential part of the continuing care program and patients are advised that Rimrock's staff and programs will continue to be available to them should they be required.

Each patient is followed up for at least one year following discharge. In addition, each diagnostic group served is identified for special follow-up/applied research studies to evaluate the effectiveness of Rimrock's services and to identify trends, needs and areas for program enhancements over 3-5 year periods.

3) Service Delivery (35 points)

As discussed previously, Rimrock has been working with law enforcement to create and implement MCR for years. Rimrock is prepared to meet the requirements of the Scope of Services through the following Crisis Response Unit (CRU) approach. Based on a rigorous assessment and planning process that engaged over eighty local organizations and outside experts, Substance Abuse Connect seeks to realign behavioral health crisis services in Yellowstone County to meet the National Guidelines for Evidence Based Crisis Care published by the Substance Abuse Mental Health Services Administration. A Crisis Response Unit is one essential element of the national model. Based on results from implementation in other communities, we anticipate:

• Improved outcomes for clients in mental health or substance abuse crisis – less re-entry to crisis, less use of expensive ED, less arrest

• Decrease of time police spend on behavioral health, enabling police to focus on crime

• New funding sources

The CRU will respond to emergent behavioral health calls in the city of Billings in the identified Billings Fire Response area. CRU will respond to any individual, including children, adolescents and adults, experiencing a behavioral health related crisis throughout the city of Billings and surrounding urban area. The mobile CRU team will provide assessment, stabilization and referral coordination to individuals in crisis stemming from a behavioral health related concern. The purpose of the CRU is to rapidly respond, effectively screen, and provide early intervention to help those individuals stabilize in the least restrictive setting and to ensure their entry into the continuum of mental health care at the appropriate level through follow-up by the care coordinator. The CRU will be comprised of:

- A behavioral health care professional (LCPC, LCSW, Ph.D., Psy.D., etc.) or a Clinician-In-Training (pre-licensure), providing services either in person or via telehealth to stabilize patients in the least restrictive settings. CRU clinicians will be employed by Montana's largest behavioral health provider, Rimrock.
- A Peer Support Specialist, providing support through crisis de-escalation and intervention by sharing lived-experience and creating connection for ongoing stabilization. Like the CRU clinicians, CRU peer support specialists will be employed by Rimrock.

- A CRU Emergency Medical Technicians—the EMT responds to calls with the Peer Supporters to provide an abbreviated medical evaluation, maintain scene safety and Response the clinician in the field when requested. The CRU EMT will be employed by the Billings City Fire Department. A 1.0 FTE CRU EMT position will be funded through this project.
- A CRU Care Coordinator – The care coordinator, employed by Rimrock, will follow up with individuals who had encounters with CRU to connect them with primary care, mental health care and social services. In addition, the care coordinator will receive and triage non-emergency referrals from other first responders when the CRU is not available. This 1.0 FTE position will be funded through this grant and will receive specialized training in behavioral health or mental health crisis intervention.

Crisis Response Unit (CRU) referrals will be initiated from dispatch either upon initial call coming in to 911 or from first responders currently on scene in which they have determined the individual in question is experiencing a behavioral health related crisis. Dispatch will contact the First Responders upon receiving a call they deem to be behavioral health related and the First Responders determine if and when the CRU is needed on scene in order to de-escalate the individual and to provide acute crisis services.

First Responders will accompany CRU clinicians and EMTs to all CRU responses unless the CRU is directed to go alone. The CRU clinicians will arrive on scene with the EMT in the CRU vehicle. If CRU was requested by an officer already on scene, the on-scene officer(s) will clear the scene for safety before any CRU member comes into

contact the individual in question. Once the scene has been cleared for safety, the CRU clinician will engage with the person of concern and as appropriate. They may also gather additional information from individuals at the site in order to gain an understanding of the current crisis and any relevant history. The CRU works to provide acute crisis services, referrals, and recommend resources as necessary. CRU clinicians and EMTs will work together to be swift and responsive to all calls for which they have been dispatched to provide services. When in need of additional support while on a call, the acting Fire Chief is always on call and available to assist with any issues that arise. Additionally, clinicians can call the Rimrock CRU program manager or Rimrock administrative on-call staff member. In the event an individual needs a higher level of care outside of business hours, the CRU clinician will help that person go to the nearest emergency department or crisis receiving facility.

The CRU team will be trained in and deploy intervention skills (including and not limited to de-escalation techniques, screening, and safety planning) to support individuals in crisis and maintain them in the community whenever possible, thereby reducing the risk of arrests as a result of mental illness, reducing emergency room visits, eliminating costly ambulance transports and eliminating any excessive usage of resources. Consultations may include brief health screen, a mental health assessment, a suicide risk screening, safety planning, brief intervention, and resource review to ensure the most appropriate course of action. When appropriate and with the individual's consent, the CRU may transport individuals to facilities including but not limited to emergency rooms, walk-in crisis centers, inpatient psychiatric facilities, and other community

resources. CRU vehicles will be equipped with resources such as food, water, bus passes, blankets and other resources depending on the need for individuals they encounter.

CRU will provide referral services to clients in crisis. Referrals will be provided in a way that will allow for CRU clinicians and/or the care coordinator to follow up to determine if clients have obtained those services and to assist in decreasing barriers to accessing the needed services. If the individual is not willing to go to the ED voluntarily and they present a danger to themselves or others, the CRU may request a transport from law enforcement. A CRU care coordinator will provide follow-up services for individuals previously encountered during a crisis within 24 hours. This is done with the verbal consent of the person of concern during the initial CRU contact. The care coordinator will provide comprehensive follow-up and referral services to link individuals with service providers (e.g., medical and behavioral health services) and community supports (e.g., temporary housing programming). The care coordinator and Peer Support Specialist will continue to assist the client in accessing needed services until the client has stabilized and wrap-around services are secured. Peer Support services may continue indefinitely, as long as needed by the individual being served.

The CRU team developed through this project will adhere to best practices for mobile crisis response teams, as outlined by the SAMHSA crisis guidelines. These best practices include:

- Incorporate peers within the mobile crisis team: A CRU peer support specialist will be on the team that responds on-site to all calls
- Respond without law enforcement accompaniment unless special circumstances warrant inclusion in order to support true justice system diversion: Our model is

based out of the Billings Fire Department and involves and EMT, not a law enforcement official, responding with a peer support specialists.

- Schedule outpatient follow-up appointments in a manner synonymous with a warm handoff in order to support connection to ongoing care: This funding opportunity will allow us to employ a care coordinator who will provide these referrals and warm hand offs within 24 business hours for all CRU clients.
- For safety and optimal engagement, the guidelines recommend that mobile crisis response teams include two staff: The onsite CRU response will always involve at least two people-a peer support specialist or clinician and an EMT. If the clinician does not respond on site, he or she will be available via telehealth.

Another best practice for mobile crisis response teams is to ensure that they are adequately trained in evidence-based practices. Throughout the funding period, CRU team members will be supported to participate in on-going training including and not limited to cultural, delivery of assessments and screening tools, clinical documentation, commonly encountered scenarios, and brief interventions. CRU team members may be requested to participate in additional training throughout their employment focused on safety, clinical skills, or other topics as deemed necessary by supervising staff. CRU team members will attend the annual CIT Academy when possible. CRU team members are expected to complete a minimum of 24 hours of training prior to providing service with the CRU and a minimum of 2 ride-alongs with the Billings Fire Department prior to providing service. In addition, CRU members will be required to demonstrate the following core competencies: 1) Ability to be empathetic and non-judgmental 2) Ability to triage by level of urgency and need for services; 3) Assessing suicide/safety risk; 4)

Communication and problem-solving skills; 5) Knowledge of data documentation system.

This project will help support the non-billable staff for the CRU. The CRU clinician and peer support specialist will bill for their services through third party billers and Montana Medicaid. The state of Montana is working on developing Medicaid billing codes for mobile crisis units, which we will use to sustain the CRU in coming years. Rimrock has grant funding to support the CRU clinicians and peer support specialists as we wait for these Montana Medicaid state plan amendments to be approved. Once there is robust Medicaid billing for Mobile Crisis Response Units, the EMT and care coordination positions will be sustained through billing and support from the City of Billings mental health mill levy after the project period ends.

In terms of priority areas, Billings, MT census information for 2020, indicates 4.6% of the city's population is Native American, however 22% of the clients treated for SUD and/or Mental Health Disorders by Rimrock in 2021 were Native American. This demonstrates a disproportionate number of Native American's receiving services compared to the general population. To improve cultural interventions within the CRU, the clinician serving this population is Native American. Further, Rimrock has initiated Native American specific Peer Support services and programming to address multi-generational behavioral health and social disparities.

A Rimrock liaison, Coralee Schmitz, will be responsible for overseeing the work of the Rimrock CRU staff and ensuring that all data collection for CRU services is completed in accordance with HIPAA and other privacy standards. She will also ensure that all performance measures for the grant are collected and reported on schedule.

Attached you will see a signed MOU with Rimrock and Billing Police Department showing commitment to this project.

Reporting requirements and agency coordination are not new concepts for Rimrock. They agree to port any data collection as required by the City of Billings. A proposed report is submitted in the attachments of this application. All reporting requirements by DPHHS for billing and audit purposes will be made available to the City of Billings at their request. Rimrock has adequate retention policies for statistics and reporting to meet the needs and goals of the State and City. Rimrock will work with agency partners to identify key metrics for reporting ocne the award is approved.

4) Staffing Plan (30 points)

The CRU team will be trained in and deploy intervention skills (including and not limited to de-escalation techniques, screening, and safety planning) to support individuals in crisis and maintain them in the community whenever possible, thereby reducing the risk of arrests as a result of mental illness, reducing emergency room visits, eliminating costly ambulance transports and eliminating any excessive usage of resources. For Staffing and supervision, the City of Billings will collaborate with the Billings Fire Department and Rimrock to hire the following positions for the diversion program. A total of 5 EMTs, 5 Licensed MH Professionals, 5 peer Support Specialists, and 1 Care Coordinator is needed to staff the CRU 24/7/365. It is expected that this will be a long-term plan to be staffed 24/7. For now, Rimrock and its partners propose providing this program during peak hours identified at need by the City of Billings. These are the key personnel responsible for carrying out all project activities.

Role	Name and Organization	Level of Effort	Role
EMT	TBD – Billings Fire Department	2.0 FTE	On-site CRU response with peer support specialist and/or clinician. Trained in safety checks, assessment, and de-escalation.
Licensed counselor	To be hired – Rimrock	2.0 FTE, in kind	Assessment of behavioral health crisis either on-site or via telehealth. De-escalation and recommendation of transport or on-site stabilization.
Peer Support Specialist	To be hired – Rimrock	2.0 FTE, in kind	On-site CRU response with EMT and/or clinician. Trained in de-escalation, advocacy and referral. Can stay with client after the response for ongoing support. Uses lived experience to guide practice.
CRU Care Coordinator	To be hired – Rimrock	1.0 FTE	Care coordination and follow up for all CRU clients within 24 hrs referred to treatment and recovery supports
Billings Police Department Liaison	Brand Mansur, BPRD	0.25 FTE, in kind	Supporting planning and implementation and ensuring ongoing communication
Billings Fire Department Liaison	Jason Banfield, BFD	0.25 FTE, in kind	Supporting planning and implementation and ensuring ongoing communication
Rimrock Liaison	Coralee Schmitz, Rimrock	0.25 FTE, in kind	Supporting planning and implementation and ensuring ongoing communication

The Rimrock Liaison is Coralee Schmitz, Chief Operating Officer at Rimrock. Ms. Schmitz will devote 10 hours per week to this project, proving direct oversite to the program to ensure the expectations and budget of the grant are achieved. She will also be responsible for setting up the CRU database to track all of the client assessments and referrals and for analyzing the data for use by partners in decision making and for reporting to the Bureau of Justice Assistance. Ms. Schmitz holds a master's degree in Psychology and an MBA in Healthcare Administration. She has been with Rimrock since 2001 and has experience developing, implementing and growing new and existing programs.

The Care Coordinator for the Program will be hired upon commencement of the Program. The Care Coordinator will provide after care referrals and linkage to care within 24 hours of the CRU response. The Care Coordinator must have a bachelor's degree in human services or equivalent work experience. competency in working with technology, and be able to establish rapport with clients. The EMT will be hired within 2 months of the grant award. Her or she will be required to be Nationally Certified by the NREMT and have at least two years' experience with the population of focus. All CRU staff will receive specialized training in behavioral health crisis response.

The Crisis Response Unit EMT works together with a Mental Health Worker responding to mental health/behavioral health crisis, welfare checks, and public services. These specialized EMTs will collaborate with Billings Police, Yellowstone County Sheriff's Office, and local hospital health care workers to achieve the best standard of care. The tentative work schedule for the CRU EMT is: 12 hour, 2-2-3 shift schedule (2 days on, 2 days off, 3 days on, 2 days off, 2 days on, 3 days off) This equals 84 hours each pay period.

5) Program Evaluation and Quality Assurance (10 points)

Rimrock's Quality Improvement and Information Measurement Program (included in the attachments) is the responsibility of the Quality Improvement Committee. This Committee collects, screens and analyzes data which is gathered from external and internal organization-wide sources. This data allows for systematically monitoring the attainment of efficiency, effectiveness, access, and satisfaction objectives. As a result, opportunities to improve care, and to resolve identified care-related and system problems for the purpose of improving service delivery and patient outcomes is

possible. Any additional program evaluation or QA deemed appropriate by the City in collaboration with agency partners may be negotiated at the time of contract award.

6) Proposed Program Budget (15 points)

The actual costs for this program to provide 24/7 services is approximately $992,940 in staffing salaries and benefits and $106,030 in startup costs (vehicle, supplies, equipment, insurance, data analysis, and uniforms). The ongoing yearly costs are approximately $21,180 plus salaries and benefits. It can be expected that these expenses will mostly be covered under reimbursable Medicaid billing as early as January 2023. However, initial funds to hire, train, and purchase equipment are necessary for start and implementation.

The costs of this grant will be used to cover an AWD vehicle expenses ($50,000 includes vehicle, maintenance and insurance), vehicle supplies ($1,800), program supplies and uniforms ($4,380/year), 2 salaries and benefits of CRU EMT in the initial years of the service ($118,976/year), and data analysis support ($10,000/year). Funding will be used to hire an EMT to serve on the CRU as well as a care coordinator who will follow up with CRU clients within 24 hours of the crisis and provide referral services. The EMT will be on the two-person team with a peer support specialist during the mobile crisis response and the care coordinator will provide comprehensive follow-up and referral services to link individuals with service providers and community supports.

Both the Montana Department of Health and Human Services and the federal Department of Health and Human services are aligning funding opportunities with the national guidelines. We will be able to access these funds if we are implementing the evidence-based model.

Based on data and numbers from 2021 Top incident categories provided from Dispatch, over 12,250 calls could be de-escalated by the CRU team. 70% of these calls can be de-escalated through the 988 program supported by Substance Abuse Connect and Rimrock. Of the remaining callers, approximately 3680 callers will need the deployment of the CRU team. It is expected that approximately 40% of those CRU responses will connect at least 40% to ongoing service (1,472). Using these numbers we expect that the cost for CRU only responses to amount to $1,265,851.20/year with a full 100% reimbursement through Medicaid. The additional 40% ongoing services will also be billed to Medicaid amounting to $506,340.48/year in funding to support the services provided to these clients.

To address 10 frequent callers a week, we expect that implementing CRU services in conjunction with BPD will provide an annual Profit of $100,880.00/year to support the long-term stability within the program. If BPD is not needed to respond and only the CRU team responds, that number could be as high as $178,880.00/year through reimbursement of Medicaid supporting the program.

Top Categories: 2021 Calls by Incident Type	Total Calls in 2021
Assault	610
Drunk	628
Intoxicated Subject	158
Missing Person	250
PFMA	1118
Sick/Injured	1012
Suicide Attempt/Threat	1541
Welfare	6949
Total calls	12266

About 70% can be deescalated by 988	8586.2
Left for CRU to respond to	3679.8
If CRU can connect 40% to ongoing services	1471.92

Cost of response for 3680 calls	Cost	With Medicaid Reimbursement	Total Annual Cost
Traditional Response	$ 1,563,915.00	$ -	$ 1,563,915.00
CRU and BPD	$ 1,817,821.20	$ 551,970.00	$ 1,265,851.20
CRU only	$ 1,265,851.20	$ 1,265,851.20	$ -
If 40% connected to ongoing services by CRU & no longer need to call CRU; 60% still calling BHU	$ 506,340.48	$ 506,340.48	$ -

MCR Budget 24/7 coverage

*Highlight denotes one-time costs

Personnel	FTE for 24/7 service	Salary	Total
EMT	5	$45,760	$228,800
Licensed Mental Health Professional	5	$60,000	$300,000
Certified Behavioral Health Peer Support Specialist	5	$40,000	$200,000
Care Coordinator	1	$35,000	$35,000

Fringe Benefits (30% of salary)			
EMT		$13,728	$68,640
Licensed Mental Health Professional		$18,000	$90,000
Certified Behavioral Health Peer Support Specialist		$12,000	$60,000
Care Coordinator		$10,500	$10,500
		Total Annual Salaries and Benefits	**$992,940**

Technology	Count	Cost	Total
Ipads	5	$450	$2,250
Laptops	16	$650	$10,400
Cell phone	4	$100	$400
Cell phone monthly plan	4	$40	$160
Internet	1	$60	$720
			$17,430
Uniforms and Supplies	1	$3,500	$3,500
Data collection applications			
Crew Force licensing fee	16		TBD
JG Research	1	$10,000	$10,000
CAD	No user fee		
Image Trend	16		TBD
Vehicle			
Ford Explorer or similar	1	$50,000	$50,000
Safety and technical package add-on	1	$20,000	$20,000
Annual Vehicle Maintenance	1	$5,000	$5,000
Annual Vehicle Insurance	1	TBD	TBD
Vehicle supply set up	1	$1,800	$1,800
Vehicle supply monthly inventory	12	$150	$1,800
			$78,600
		Total for 24/7 program recurring costs (excludes one time costs and PSS)	**$810,620**

Frequent Caller Profit/Loss based on Response Type

Traditional Response (BFD & BPD)	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Charges: BPD ($150); BFD ($275)	Medicaid Reimbursement	Total Cost of services per week	Total cost per sevices per year	Profit/Loss with reimbursable services
Frequent caller 1	$425.00							$ 425.00	$ -	$ 425.00		
Frequent caller 2		$425.00						$ 425.00	$ -	$ 425.00		
Frequent caller 3						$425.00		$ 425.00	$ -	$ 425.00		
Frequent caller 4				$ 425.00				$ 425.00	$ -	$ 425.00		
Frequent caller 5	$425.00							$ 425.00	$ -	$ 425.00		
Frequent caller 6			$425.00					$ 425.00	$ -	$ 425.00		
Frequent caller 7		$425.00						$ 425.00	$ -	$ 425.00		
Frequent caller 8							$425.00	$ 425.00	$ -	$ 425.00		
Frequent caller 9						$425.00		$ 425.00	$ -	$ 425.00		
Frequent caller 10					$425.00			$ 425.00	$ -	$ 425.00		
								$ 4,250.00	$ -	$ 4,250.00	$ 221,000.00	$ (221,000.00)

CRU (Crisis Response Unit) and BPD Response	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Charges: CRU ($344); BPD ($150)	Medicaid reimbursement for CRU	Total Cost of services per week	Total cost per sevices per year	Annual Profit/Loss with reimbursable services
Frequent caller 1	$494.00							$ 494.00	$ 344.00	$ 150.00		
Frequent caller 2		$494.00						$ 494.00	$ 344.00	$ 150.00		
Frequent caller 3						$494.00		$ 494.00	$ 344.00	$ 150.00		
Frequent caller 4				$ 494.00				$ 494.00	$ 344.00	$ 150.00		
Frequent caller 5	$494.00							$ 494.00	$ 344.00	$ 150.00		
Frequent caller 6			$494.00					$ 494.00	$ 344.00	$ 150.00		
Frequent caller 7		$494.00						$ 494.00	$ 344.00	$ 150.00		
Frequent caller 8							$494.00	$ 494.00	$ 344.00	$ 150.00		
Frequent caller 9						$494.00		$ 494.00	$ 344.00	$ 150.00		
Frequent caller 10					$494.00			$ 494.00	$ 344.00	$ 150.00		
								$ 4,940.00	$ 3,440.00	$ 1,500.00	$ 78,000.00	$ 100,880.00

CRU Response; no BPD to secure scene (if clients are wellknown)	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Charges: CRU ($344); no BPD response	Total reimbursement for CRU	Total Cost per services per week	Total cost per sevices per year	Profit/Loss with reimbursable services
Frequent caller 1	$344.00							$ 344.00	$ 344.00	$ -		
Frequent caller 2		$344.00						$ 344.00	$ 344.00	$ -		
Frequent caller 3						$344.00		$ 344.00	$ 344.00	$ -		
Frequent caller 4				$ 344.00				$ 344.00	$ 344.00	$ -		
Frequent caller 5	$344.00							$ 344.00	$ 344.00	$ -		
Frequent caller 6			$344.00					$ 344.00	$ 344.00	$ -		
Frequent caller 7		$344.00						$ 344.00	$ 344.00	$ -		
Frequent caller 8							$344.00	$ 344.00	$ 344.00	$ -		
Frequent caller 9						$344.00		$ 344.00	$ 344.00	$ -		
Frequent caller 10					$344.00			$ 344.00	$ 344.00	$ -		
								$ 3,440.00	$ 3,440.00	$ -	$ -	$ 178,880.00

September 20, 2022

Memorandum of Understanding

An AGREEMENT between

The Billings Police Department (BPD), The Billings Fire Department and Rimrock

The parties to this Agreement endorse the mission and goals of the Billings Police Department and Rimrock in order to enhance public safety, decrease impact of substance use disorders and mental illness and reduce the cost to society. Billings citizens interacting with the Crisis Response Unit (CRU) will be provided with opportunities to address mental and physical health, substance use disorders, trauma and engage in extensive case management. The parties recognize that for the goals and mission of both organizations to be successful, cooperation and collaboration must occur within a network of systems.

The parties to this Agreement understand that the confidentiality of participants' alcohol and drug treatment records are protected under Federal regulations: Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and HIPPA Privacy Rule, 45 CFR 160, and 164. The parties agree to comply with all confidentiality requirements.

PROGRAM GOALS

Improve the lives of Billings citizens through wrap-around care designed to address substance use, mental illness and physical health.

Decrease the burden on first responders and crisis receiving facilities by assessing and stabilizing clients in their home environment.

Provide referrals and follow-up to wrap-around care coordination, mental health services, substance use services and physical health care.

INDIVIDUAL AGENCY RESPONSIBILITIES AND STAFF COMMITMENTS

Billings Police Department

1. Help identify crisis calls in which CRU may be dispatched
2. Secure the scene prior to the CRU's arrival
3. Collect and provide data as identified by BJA and SAC
4. Submit BJA grant reports at required intervals

Billings Fire Department

1. Provide supervision and oversight of the Crisis Response Unit EMT
2. Help identify crisis calls in which CRU may be dispatched.
3. Provide identified trainings to all members of CRU
4. Collect and provide data as identified by BJA and SAC
5. Ensure proper certification of CRU EMT
6. Provide vehicle maintenance to the CRU vehicle

September 20, 2022

Rimrock

1. Provide supervision and oversight of the Crisis Response Unit Care Coordinator and Mental Health Counselor
2. Provide identified trainings to all members of CRU
3. Collect and provide data as identified by BJA and SAC
4. Assist BPD with report submissions at required intervals
5. Ensure proper licensure of the mental health counselor
6. Document case notes and all follow-up contacts with the client
7. Submit invoicing to BPD by the 5th of each month
8. Provide written and verbal progress reports to the team as needed
9. Make appropriate referrals to community resources
10. Ensure all confidentiality forms have been signed

AGREEMENT MODIFICATIONS

Any individual agency wishing to amend and/or modify this Agreement will notify the BPD, BFD and Rimrock liaison of the issue(s). This core team will discuss the requested modification and amendments made as appropriate.

TERMINATION OF AGREEMENT

Individual agencies contemplating termination of their participation in this Agreement shall first notify the BPD, BFD or Rimrock Liaison of their concerns. The liaison will attempt to resolve the concern to ensure continuation of the CRU. If the concern is not able to be resolved, the issue will be presented to the core team for resolution. If unable to resolve the problem, the individual agency or department can exercise its right to terminate this Agreement by notifying all other agencies in writing a minimum of sixty days prior to such termination.

It witnesses thereof, the parties have caused their duly authorized representative to execute this agreement.

Chief St. John, Billings Police Department — Date: 9/29/22

Lenette Kosovich, CEO, Rimrock — Date: 9/26/2022

ATTACHMENT A

VALIDATION QUESTIONS FOR SUPPLIER

GENERAL INFORMATION

1) Company Name: Rimrock Foundation
Address: 1231 N 29th Street, Billings, MT 59101
Contact Name: Amanda Stonerock
Contact Phone: 406-855-4490
Contact Email: sacleadership@substanceabuseconnect.com
Website/URL: https://www.substanceabuseconnect.com/

2) How many facilities/locations do you have in the U.S? Please list. 8
a) Rimrock Foundation- 1231 N 29th Street, Billings, MT 59101
b) Silverleaf 2125 8th Ave N, Billings, MT 59101
c) Michel's House 18 Alderson, Billings, MT 59101
d) White Birch Center: 921 N. 19th
e) Willow Way: 810 N. 17th;
f) Cottonwood: 1721 8th Ave N.; Billings, MT 59101
g) Ada's House: 624 Ave D; Billings, MT 59102
h) Freedom House: 1106 Parkhill, Billings, MT 59102

3) How many years has your company been doing business under this name?
54 years

4) Total Full-Time Employees.
189

5) Do you have Small Business Administration Status? If yes, can you provide documentation?
Yes, yes

6) What are your standard payment terms?
NET30

7) References - Please attach a Word© document with all contact information for at least the following three references:
a) New Company (started doing business with them in the past 12 months)
b) Retained Company (have been doing business with them for 3 + years)
c) Former Company (contract terminated in the past 2 years)
Attached

8) Can you provide a statement and meet the City minimum insurance requirements of $750,000 per claim and $1,500,000 per occurrence, and the City being named as an additional insured?
yes

FUNCTIONALITY

1) A certificate of insurance must be provided prior to signing the contract, commencing on the day contract begins. Are you willing to comply with these requirements?
Yes, yes

2) You must instruct your insurance broker/carrier to notify the City should your coverage change. Are you willing to do this?
Yes

3) The successful proposer will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment. Are you willing to do this?
Already exists

QUALITY AND SERVICE

1) Do you have a quality assurance program? If yes, please attach a copy.
   a. Yes, attached

2) Are your employees required to take a mandatory drug test?
   a. yes

LEGAL ISSUES

1) Are there any pending lawsuits against your company? If yes, please explain.
no

REPORTING

1) Can your company provide reports as outlined in the Scope of Work, Section 3, above?
Yes

2) If yes to the previous question, please attach samples of all reports that are currently available.
Rimrock creates custom reports for each grant funding source based on SOW and requests. A sample report used for a similar grant is attached.

Vendor References

New Company:

Divvy
13707 S 200 W
Draper, UT 84020
(385) 352-0374

Chestnut Ridge Foam, Inc
PO Box 6015
Hermitage, PA 16148-1015
(724) 537-9000

KMW Communications dba Campaign Counsel
PO Box 350
Sonoita, AZ 85637
kevin@campaigncounsel.org

Retained Company

Sysco Montana Inc
PO Box 31198
Billings, MT 59107
(888) 264-7647

Delta Electric
PO Box 50009
Billings, MT 59105
(406) 861-7110

360 Office Solutions
PO Box 30598
Billings MT 59107
(406) 248-7881

Former Company

Pharmacy 1 LTC
2900 12th Ave N #110-B
Billings, MT 59101
(406) 245-6718
*Still use for MAT but no longer for primary pharmacy services

Reconnect, Inc
91J Auburn St, Ste 280
Portland, ME 04103
Contract termed eft 7.31.22

Beneth Inc
Professional Transcripts
801 W Calle Del Regalo
Green Valley, AZ 85614
(406) 794-2509
Contract termed eft 7.31.22

RIMROCK
LEADING ADDICTION TREATMENT

PERFORMANCE MEASUREMENT AND MANAGEMENT
M-3

Purpose and Scope of the Quality Improvement Program at Rimrock

Rimrock's Quality Improvement and Information Measurement Program is the responsibility of the Quality Improvement Committee. This Committee collects, screens and analyzes data which is gathered from external and internal organization-wide sources. This data allows for systematically monitoring the attainment of efficiency, effectiveness, access, and satisfaction objectives. As a result, opportunities to improve care, and to resolve identified care-related and system problems for the purpose of improving service delivery and patient outcomes is possible.

Within the scope of its measuring, monitoring and evaluating functions, each core program at Rimrock shall be monitored and evaluated, using objective, pre-established criteria which reflect current knowledge and resources. The Committee also monitors patient and stakeholder satisfaction with services, consumer access to services and business operations.

The Committee utilizes data from Rimrock's software systems to fulfill its evaluation and monitoring functions. These areas include:

a. Patient Records-Quality and Appropriateness Review Findings
b. Incident Reports
c. Patient Outcome Survey Reports
d. Patent Satisfaction Survey
e. Utilization Review
f. Infection Control
g. Safety Committee
h. Findings of the Quality Improvement Monitoring System
i. Stakeholder Input
j. Consumer Input
k. Financial Records

The Committee is charged with undertaking corrective action and monitoring the effectiveness of those actions whenever any of the following conditions are found to exist:

a. Patterns of care or outcomes which fail to meet minimum criteria/thresholds
b. Negative trends in care are evidenced in the data
c. Clinical or management systems are inadequate to support the desired quality outcomes
d. Pre-established thresholds are outside the limits

The Committee also has the on-going function of identifying opportunities to improve outcomes. It is the function of the Committee to establish which measures of effectiveness, efficiency, access and

satisfaction will be used to measure program and individual patient outcomes and, at least, annually review and modify these measures as appropriate.

Program Directors, at each quarterly meeting, are responsible for providing an analysis on any areas outside of the established thresholds. This analysis includes trending and an action plan for improvement. The action plan is then monitored and reported on at the next QI meeting.

Quality Improvement Committee Composition

The Quality Improvement Committee is composed of representatives of Administration and Professional Staff, which includes:

Chief Executive Officer-Chair
Director of Court Services
Chief Nursing Officer
Chief Financial Officer
Sr. Director of Residential Services
Chief Operations Officer
Director of Mental Health Services
Director of Outpatient
Director of Medical Records/Quality Review
Inpatient Supervisor

Rimrock physicians are ex-officio members of the Committee and attend meetings whenever the committee seeks their input/participation on issues that affect the scope of their practice.

The Committee may involve any department or staff member necessary to its monitoring and evaluation functions.

Meetings and Records

The Committee is required to meet quarterly or as frequently as is necessary to fulfill its mandated functions. The Quality Review Coordinator maintains complete minutes and compiles monitoring data for review by the Committee. A majority of the Committee constitutes a quorum. The Quality Review Coordinator circulates minutes and all reports to administration, departments and affected staff. The Chief Executive Officer reports all findings to the Board of Directors.

Core Programs Included In the Information and Outcome Program

- Medical Detoxification
- Outpatient – Aftercare, Relapse Prevention
- Intensive Outpatient
- Supplemental: Support Services
- Community Housing: Michel's House, Willow Way, True North
- MAT
- Day Treatment
- Inpatient
- PACT
- Mental Health Services
- Residential Services: Freedom House, White Birch, Ada's House, Cedar Way

Collection Procedures

With the exception of the business and financial data which is stored in the computer systems within the business office, nearly all data used in the QI process is stored in the electronic health record software system, Netsmart. Designated medical records personnel routinely cross check client records to ensure all data is input correctly and available on all persons served. Staff inputting data are trained on the importance of recording each field for every person. The Quality Review Coordinator is the primary source for data collection and input. No data used by the QI Committee or published contains patient names or the means by which a patient may be identified. The process of analyzing data is key to an effective quality monitoring process. Therefore, by limiting the numbers of individuals who input data, greater accuracy is achieved.

Program Evaluation Data

These data are used to evaluate the effectiveness, and efficiency of, and in applicable programs, the access to Rimrock programs. Objectives or indicators are established by the committee and a threshold for attainment is established based upon one of several sources: the historical findings for the indicator based upon Rimrock's history, or a benchmark derived from the benchmarking data of the National Association of Addiction Treatment Providers [NAATP]. Also included are the indicators known as the National Outcome Measures developed by SAMSHA.

Each indicator and threshold are specified in an annual compilation. Data is collected each quarter for the committee's analysis by the Quality Review Coordinator. The committee is also responsible for following up on any adverse findings to assure corrective action is taken. Annually, indicators or thresholds may be modified, added or deleted based upon the committee's recommendations.

Outcome Evaluation Data

The outcome evaluation used at Rimrock consists of questions developed by the outcome management committee using information identified by the National Center for Disease Control, National Association for Addiction Treatment Centers and the Substance Abuse and Mental Health Services Administration as vital to determining positive outcomes for treatment programs. The outcome management committee consists of Rimrock's CEO, COO, Director of Medical Records, and Administrative Assistant.

The annual report summarizes the results of questionnaires administered and compiled at Rimrock. These surveys detail perceptions of individuals who have used Rimrock's drug and alcohol rehabilitation services during the year being evaluated. The purpose of the surveys is to elicit demographic, employment, mental health, and life improvement information as well as general information on a patient's satisfaction of services and overall well-being before and after treatment.

Three surveys, consisting of a battery of questions are administered to patients; at admission, six-month post treatment, and 12 months post treatment. These questions address a number of areas that relate theoretically and practically to the assessment of patient attitudes and perceptions before and after treatment, particularly with regard to employment, housing, illicit substance use, relapse, criminal justice involvement, health status, well-being, and patient satisfaction. Where

appropriate, measures of independence between categorical data are reported. Statistically significant measures are $p<.05$ unless otherwise indicated.

Patient Satisfaction Data

Patient satisfaction is measured throughout the patient's stay through lecture evaluations, Weekly Resident Assessment and Planning meetings, and significant event forms. Formal satisfaction surveys for inclusion in the annual report are completed through the discharge evaluation survey, Perceptions of Care and Treatment, by each patient receiving services. A section in the patient outcome survey addresses patient satisfaction as well.

Annually, a Clinical Outcome Report is compiled from the Patient Outcome findings. This report contains the summary data of the program evaluation data the patient outcome evaluation and the patient satisfaction data. The QI committee reviews this report extensively and identifies action items that will need to be addressed throughout the year. The committee reviews these items at quarterly meetings.

Separate reports are published for the Michel's House, Willow Way and True North programs.

All of these reports are shared with our board of directors, staff, patients, and other stakeholders. These reports are available on Rimrock's website at www.rimrock.org.

Quarterly Service Delivery Objectives

1.M.4: Effectiveness: Rimrock's effectiveness measure for all programs is the completion rates for each individual program. Thresholds for this measure are based on information from the field and past utilization outcomes.

1.M.4.b(1).Indicators are applied to all patients admitted into Rimrock programs.

1.M.4.b(2). Rimrock's admitting team admits all patients into the EHR. Rimrock's admissions department enters all demographic data and Rimrock's clinical team enters the discharge status. Rimrock's survey coordinator collects results from 6 and 12 month outcome surveys. All initial information is collected in the EHR and the outcome surveys are collected in Survey Monkey.

1.M.3.b(3). Data is collected from an admission, discharge and follow up survey

1.M.3.b(4). Admission surveys are completed at the time of admission. Follow up surveys are completed at 6 and 12 months post discharge from each program

1.M.3.b(5): Rimrock expects to have a 30% return rate on all outcome surveys.

1.M.5.a: Rimrock measures the experience of services received by all clients in all programs with the objective of improving services based on client feedback.

1.M.5.b(1). Indicators are applied to all patients discharging from Rimrock programs regardless of discharge status.

1.M.5.b(2). Program counselors in outpatient levels of care and case managers in inpatient and day treatment are responsible for completing the discharge survey depending on the program.

1.M.5.b(3). Data is collected from the discharge survey, which is obtained from the client.

1.M.5.b(4). The survey is collected at the time of discharge regardless of discharge status.
1.M.5.b(5). Rimrock strives to obtain the highest score (10) in all categories surveyed. Any score less than '10' results in review with the program supervisor and counselor.

1.M.6: Rimrock obtains feedback from stakeholders and referral sources through annual surveys and real-time feedback with the objective of improving community relations, collaborating with other behavioral health organizations and being a partner to serve the best interest of the client.

1.M.5.b(1). Referral sources are tracked in Rimrock's EHR and surveys are mailed or emailed one time per year.
1.M.5.b(2). Rimrock's medical records department mails these surveys and tracks responses
1.M.5.b.(3). Data is collected from all referral sources and compiled in Survey Monkey
1.M.5.b.(4). Surveys are completed annually
1.M.5.b(5). Rimrock expects to have a 30% response rate on all surveys

1.M.7: Efficiency: Rimrock's efficiency measure for all programs and is the utilization of that program, compared to budgeted census.

1.M.7.b(1). Indicators are applied to all patients discharging from Rimrock programs regardless of discharge status.
1.M.7.b(2). Rimrock case managers are responsible for ensuring that the admission surveys are completed. Rimrock counselors are responsible for ensuring the admission surveys are completed for programs that don't have a case manager.
1.M.7.b(3). Data is collected through Rimrock's EHR
1.M.7.b(4). Data is collected on-going as all patients are entered into the EHR. Data is compiled and analyzed quarterly for the quarterly quality improvement meeting.
1.M.7.b(5). Thresholds are based on budgeted

1.M.8: Access to Services: Rimrock makes every effort to decrease wait-time for admission and to decrease barriers to services at all levels of care.

1.M.8.b.(1). The indicator is applied to all persons seeking services at Rimrock
1.M.8.b(2). All staff input the information of the person served into Rimrock's EHR at the time they are placed on the waitlist. A subsequent spreadsheet is maintained by the supervisor of admissions in order to ensure weekly communication with anyone waiting for services.
1.M.8.b(3). Data is collected from the admissions staff member working with the client
1.M.8.b(4). Data is collected during initial phone call and input into EHR at the time the client is approved for admission.
1.M.8.b(5). Rimrock's goal is to admit all outpatient and residential clients within one week of requesting admission.

1.M.9: Business Functions: Rimrock's objective is to decrease days in accounts receivable by having timely invoicing and collection. Rimrock also maintains the objective of keeping sufficient cash on hand to mitigate emergencies.

1.M.9.b(1). Indicators are applied to all program invoices
1.M.9.b(2). The CFO is ultimately responsible for both AR and Cash on hand.
1.M.9.b(3). Data is collected from Rimrock's EHR and Quickbooks
1.M.9.b(4). Data is collected weekly and analyzed and reported quarterly in the QI report. Data is reported monthly to the Board of Directors.
1.M.9.b(5). Rimrock's AR and Days of Cash on Hand threshold is based on industry trends and annual internal reviews.

Sample Report

Substance Abuse Connect

Report on Mill Levy Funded activities

Q2, 2022

Draft: 2022-09-14

Substance Abuse Connect (SAC) supports the delivery of services in Yellowstone County aimed at supporting residents with behavioral health conditions. In this report, we provide data from organizations that partner with SAC to implement services that are funded by the Yellowstone County Behavioral Health Mill Levy. Services that are provided through the Mill Levy have a particular focus on engaging individuals who are experiencing homelessness as well as individuals who come into contact with law enforcement in a behavioral health crisis.

One of the requirements for SAC is to provide quarterly reports on key outcome measures across all participating organizations. The organizations who provide services with Mill Levy funding include: Rimrock, Community Crisis Center (CCC), Montana Rescue Mission (MRM), the Motivated Addictions Alternative Program (MAAP), United Way 211, and the Continuum of Care (CoC) Diversion Fund.

SAC contracted with JG Research & Evaluation, a Bozeman, MT-based research and evaluation firm for data collection, reporting, and analysis. After the start of the contract in June, JG staff met regularly with SAC leadership and sub-committees to determine the processes for data reporting, as well as to finalize definitions of each measure and indicator. JG staff met directly with representatives and leadership of all participating organizations to develop understanding of their data collection processes, ensuring that the reporting processes aligned with existing practices.

This is the first quarterly report, covering the activity period of May 1 – July 31, 2022. May, June, and July 2022 data are included from Rimrock, Community Crisis Center (CCC), Montana Rescue Mission (MRM), Motivated Addictions Alternative Program (MAAP), Continuum of Care (CoC) Diversion Fund, and 211.

The measures and their definitions, as well as an inventory of which organizations have been asked to report on include each measure are listed in Table 1. The measures provided in the first column were established during the contracting process with SAC and the county. Each indicator that corresponds to a given measure was created in a collaborative process with JG and Mill Levy organizations in an effort to operationalize and define data items that can be aggregated to reflect the intent of the primary measure. Table 1 also displays the types of activities by organization, as each individual organization has a

specific program delivery plan with Mill Levy funds. An X in a cell demonstrates that the organization provides data that correspond to the given indicator.

Table 1: Measures and Definitions by Reporting Organization

Measures	Indicators	Rimrock	CCC	MRM	MAAP	211	CoC
Overall number of clients receiving behavioral health crisis services at partner organizations	Unique individuals who are experiencing homelessness or involvement with the criminal justice system who receive detoxification services	X					
	Unique individuals who are experiencing homelessness or involvement with the criminal justice system who receive 72-hour crisis stabilization	X					
	Unique individuals who are experiencing homelessness or involvement with the criminal justice system who receive 24-hour crisis stabilization		X				
	Unique individuals who are experiencing homelessness or involvement with the criminal justice system who receive social detox		X				
Treatment based jail diversion program	Unique individuals who are experiencing homelessness or involvement with the criminal justice system who receive therapeutic supports (counseling, Peer Support specialist)	X	X	X	X		
Referrals made for behavioral health services after stabilization	Referrals to an external agency among those in the target population that received crisis services for behavioral health	X	X	X	X		X
	Referrals to an internal higher level of care within an agency among those in the target population that received crisis services for behavioral health	X	X				
Number and type of services received after stabilization among SAC coalition members	Among those who receive referral to a coalition organization, type and duration of treatment program or social supports/services	X	X	X	X	X	X
Level of care for clients referred for behavioral health among SAC coalition members	ASAM criteria. To be determined by JG with data provided by participating organizations	X	X	X			
# of law enforcement drop offs for crisis services	Among those who receive crisis services at a participating organization, where the disposition is law enforcement	X	X	X	X		X
Client needs that could not be met (#, type)	Referrals, internal or external, that did not lead to utilization of services - add some nuance/staffing/no service/client refusal	X	X	X			X
Number of frequent utilizers and how they flow through the system	Repeat crisis stabilization services or law enforcement drop offs. 4 times in a quarter	X	X		X		

In addition to the measures and indicators listed in Table 1, JG will be using data provided in Q3 to provide estimates for an additional set of measures that were included in the agreement for data reporting on the Mill Levy impact by SAC, but which require multiple time periods to be able to complete the analysis. These measures include:

- Time saved for law enforcement
- Number and rate of clients successfully moved from crisis to stabilization
- Recidivism rates of individuals within the crisis system
- Cost savings due to diversion from higher levels of crisis

Section 1 – Activities by all Organizations

Table 2. Quarterly Measures - All organizations

Measures	**Totals May – July 2022***
Overall number of clients receiving behavioral health crisis services at partner organizations	505
Treatment based jail diversion program	21
Referrals made for behavioral health services after stabilization	446
Number and type of services received after stabilization among SAC coalition members	Unable to estimate
Level of care for clients referred for behavioral health among SAC coalition members	Level 3.5: 115
# of law enforcement drop offs for crisis services	186
Client needs that could not be met (#, type)	14 refusals for support
Number of frequent utilizers and how they flow through the system	39
**Note: These data include records from Rimrock, Rescue Mission, CCC, MAAP, and CoC from May, June, and July 2022.*	

The total population served by the Mill Levy funds by participating organizations is defined as individuals who are experiencing homelessness or involvement with the criminal justice system. The totals reported in Table 1 reflect services provided across all organizations, except for those provided by 211, that relate to the specific measures that are to be reported for the Mill Levy. In addition to these measures, organizations provided services to 1,644 clients during the quarter and 211 responded to 5,552 mental health contacts.

In subsequent reports, JG will be able to provide additional details about the pathways between organizations for individuals, as well as both unique individuals and total clients served by each organization. We were unable to complete this analysis for this initial report due to missing identifiers on client records. However, staff at participating organizations and JG have established a plan and process for future reporting of these data. Data in table 1 reflect unique individuals. Total overall services may reflect the same individual who received multiple services across organizations.

The demographics of those who received services of any type by Mill Levy funded organizations in this quarter are presented in tables 3-5.

Table 3: Client Age - All Organizations

Age	Total	%
0 to 9	16	1.51
10 to 17	4	0.38
18 to 19	22	2.07
20 to 29	159	14.96
30 to 39	244	22.95
40 to 49	256	24.08
50 to 59	211	19.85
60 to 69	107	10.07
70+	20	1.88
NA	24	2.26

Notes: Data is from Rimrock, Rescue Mission, CCC, and MAAP from May, June, and July 2022.

Table 4: Client Sex - All Organizations

Sex	Total	%
Female	712	43.60
Male	921	56.40
Transgender	5	0.31
No Information Given	6	0.37

Notes: Data includes CCC, MAAP, Rescue Mission, Rimrock, and CoC from May, June, and July 2022.

Table 5: Client Race - All Organizations

Race	Total	%
White	811	45.06
Native American	577	32.06
White Hispanic	133	7.34
Missing/Unknown	115	6.39
Black	77	4.28
Hawaiian/Pac Islander	20	1.11
Asian	7	0.39
Multiple races	60	3.33

Notes: Data includes CCC, MAAP, Rescue Mission, Rimrock, and CoC from May, June, and July 2022.

Tables 6-10 provide additional details on the behavioral health services received by the client population during this quarter. For all organizations, only those individuals who are

experiencing homelessness or are involved with the criminal justice system and received services are included in these client totals.

Table 6: Detoxification Services - All Organizations

Detoxification Received	Total	%
NA	586	92.14
Yes	50	7.86

Notes: Data is from Rimrock, Rescue Mission, CCC, and MAAP from May, June, and July 2022; data was only included if an individual was noted as experiencing homelessness or involvement in the criminal justice system. NA denotes that there was no indicator for detoxification services.

Table 7: 24-hour Crisis Diversion - All Organizations

24-hour Crisis Stabilization Received	Total	%
NA	255	41.2%
Yes	363	58.7%

Notes: Data is from Rimrock, Rescue Mission, CCC, and MAAP from May, June, and July 2022; data was only included if an individual was noted as experiencing homelessness or involvement in the criminal justice system. NA denotes that there was no indicator for 24-hour crisis stabilization services.

Table 8: 72-hour Crisis Stabilization - All Organizations

72-hour Crisis Stabilization Received	Total	%
NA	695	100.00

Notes: Data is from Rimrock, Rescue Mission, CCC, and MAAP from May, June, and July 2022; data was only included if an indivudal was noted as experiencing homelessness or involvement in the criminal justice system and whether or not they recieved 72 hour crisis stabilization services. No individuals recieved 72 hours crisis stabilization services who were also homeless or involved with the criminal justice system during this quarter or data was not provided.

Table 9: Social Detoxification Services - All Organizations

Social Detox Received	Total	%
NA	660	94.96
Yes	35	5.04

Notes: Data is from Rimrock, Rescue Mission, CCC, and MAAP from May, June, and July 2022; data was only included if an indivudal was noted as experiencing homelessness and/or involvement in the criminal justice system. NA denotes that there was no indicator for social detoxification services.

Table 10: Law Enforcement Drop Offs - All Organizations

LE Drop-off	Total	%
NA	1,025	80.14
Yes	186	14.54
No	68	5.32

Notes: Data is from Rimrock, Rescue Mission, CCC, and MAAP from May, June, and July 2022; data includes all individuals and whether or not they were dropped of by LE. NA denotes that there was no indicator for LE drop off.

ATTACHMENT B

CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

I/We acknowledge 1 **addendum.**
#

Rimrock Foundation	Amanda E Stonerock
Legal Name of Firm/Corporation	Authorized Signature
1231 North 29th Street	Amanda Stonerock
Address	Printed Name
Billings, MT 59101	Contracted Grant Writer
City/State/Zip	Title
9/30/2022	406-855-4490
Date	Telephone Number

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

ATTACHMENT D

INTENT TO RESPOND FORM

RFP: MOBILE CRISIS RESPONSE **Dated___9/22/2022_____**

Fax or email the following Intent to Respond form within four (4) days of the RFP due date even if your company chooses NOT to participate in the RFP.

To: **City of Billings**
Attn: Liz Kampa, Purchasing Agent
Email: kampal@billingsmt.gov

From: Amanda Stonerock — Contact Name
On Behalf of Substance Abuse Connect — Company Name
231 N 29th Street — Company Address
Billings, MT 59101
406-855-4490 — Phone Number
NA — Fax Number
sacleadership@substanceabuseconnect.com — Email Address

We intend to respond to this RFP by the specified due date:

Yes ___x_____ No _____

_Substance Abuse Connect_____ — Company Name
9/22/22_____ — Date

_Amanda Stonerock — Contact Name (please print)
Contracted Grant Writer — Title

Amanda E Stonerock
_____ — Signature of Contact Person

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

ATTACHMENT E

PROPOSER CONTACT INFORMATION

A. Company Contacts

Primary Contact Person (Name):	Lenette Kosovich
Title/Function:	CEO
Address	1231 N. 29th
Business Hours Phone:	406-248-3175
Fax:	406-248-3824
Internet E-mail Address:	lkosovich@rimrock.org
Name of Person Responding to Request:	Coralee Schmitz
Title/Function:	COO
Address:	1231 N. 29th
Phone:	406-869-7321
Fax:	406-248-3824
Internet E-mail Address:	cschmitz@rimrock.org

B. General Company and Financial Information

Company Name:	Rimrock Foundation
Headquarters Address:	1231 N. 29th
City, State, ZIP	Billings, MT 59101
Headquarters Phone:	406-248-3175
Headquarters FAX:	406-248-3824
Company Owned By:	Non-profit
Percent % Ownership:	NA
Years In Business	54 years
Name of CIO	NA
Name of CEO/President:	Lenette Kosovich

MCR Budget coverage

Personnel	FTE for service	Salary	Total
EMT	2	$45,760	$91,520
Licensed Mental Health Professional	2	$60,000	$120,000
Certified Behavioral Health Peer Support Specialist	1	$40,000	$40,000
Care Coordinator	1	$35,000	$35,000

Benefits			
EMT		$22,880	$45,760
Licensed Mental Health Professional		$30,000	$60,000
Certified Behavioral Health Peer Support Specialist		$20,000	$20,000
Care Coordinator		$17,500	$17,500
		Total Annual Salaries and Benefits	**$429,780**

Technology	Count	Cost	Total
Ipads	5	$450	$2,250
Laptops	16	$650	$10,400
Contingencies			$10,190
Cell phone	4	$100	$400
Cell phone monthly plan	4	$40	$160
Internet	1	$60	$720
			$24,120
Data collection applications			
Crew Force licensing fee	16		TBD
CAD	No user fee		
Image Trend	16		TBD
Vehicle			
Ford Explorer or similar	1	$50,000	$50,000
Safety and technical package add-on	1	$10,000	$10,000
Software			$20,000
Annual Vehicle Maintenance	1	$5,000	$5,000
Annual Vehicle Insurance	1	TBD	TBD
Vehicle supply set up	1	$1,800	$1,800
Vehicle supply monthly inventory	12	$150	$1,800
		Total for 24/7 program recurring costs (excludes one time costs)	**$397,460**
Estimated City of Billings cost			$250,000

City Council Regular

Date:	10/24/2022
Title:	Reimbursement Agreement for Construction of Water and Sanitary Sewer, Development 55, LLC
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the Reimbursement Agreement with Development 55, LLC.

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

In order to obtain water and sanitary sewer service, Development 55, LLC, extended a water and sanitary sewer main west from East Lane to Parcel 11A of Certificate Survey 1391, where the new Coca-Cola Plant is being constructed along Harnish Boulevard. The extension of the water and sanitary mains were completed, fronting properties that now have the opportunity to be served from the mains. Since these properties do not desire connection to the City services at the present time, Development 55 paid for a portion of the project. At such time that properties along the water and sanitary mains request City water and/or sanitary sewer service, Development 55 desires to be reimbursed for a portion of construction costs paid. As outlined in BMCC, Article 26-500, Section 26-505, the developer can enter into a Reimbursement Agreement with the City for reimbursement in the future when other properties connect into the water and sanitary sewer mains. All reimbursement fees paid to the City are then paid annually to the developer annually on each November 1st following acceptance of the constructed utilities. Payments are limited to reimbursement fees paid to the City on or before the tenth anniversary of the date of acceptance.

ALTERNATIVES

The Council may:

- Approve the Reimbursement Agreement with Development 55, LLC.; or
- Not approve the Reimbursement Agreement with Development 55, LLC. Rejecting the agreement would be contrary to City Code.

FISCAL EFFECTS

Based on a review of final costs, the Public Works Department has determined that $2,161,171.80 attributable to the water and sanitary sewer mains constructed as part of Private Contract 776, is eligible to be recovered by the developer. Since this fee is paid by adjacent properties at the time of development, the City has no financial obligation with a Reimbursement Agreement.

Attachments

Reimbursement Agreement

REIMBURSEMENT AGREEMENT
(Billings, Montana City Code Article 26-500)

THIS AGREEMENT entered into this _____ day of _____, 20___ between THE CITY OF BILLINGS, Billings, Montana, hereinafter referred to as the "CITY", and Development 55, LLC of 2150 Coca Cola Lane, Rapid City, SD 57702, hereinafter referred to as "DEVELOPER".

W I T N E S S E T H

WHEREAS, Article 26-500 Billings, Montana City Code provides a procedure for certain developers to be reimbursed for a portion of the costs constructing special benefit facilities under certain circumstances; and

WHEREAS, no person, developer, customer or applicant shall acquire any vested rights under the terms and provisions of this agreement or Article 26-500 BMCC; and

WHEREAS, DEVELOPER has agreed to extend a special benefit facility for the purpose of providing water and/or wastewater service through plans and specifications approved by the City on the 25th day of February, 2022. Said plans and specifications generally provide for the construction of special benefit facilities which are specifically described in Exhibit 1, attached hereto; and

WHEREAS, DEVELOPER is desirous of obtaining reimbursement for a portion of the special benefit facilities hereafter described; and

WHEREAS, the CITY is desirous of reimbursing the DEVELOPER for a portion of such special benefit facilities.

NOW, THEREFORE, CITY and DEVELOPER, in consideration of their mutual promises to each other hereinafter stated, agree as follows:

1. The special benefit facilities which are eligible for reimbursement to the extent set forth in this Agreement are specifically described in Exhibit 1, attached hereto, and by this reference incorporated herein as if fully set out.

2. With respect to DEVELOPER'S entitlement to reimbursement, the CITY and DEVELOPER agree that the conditions specified in Section 26-504 BMCC, and the further conditions set forth hereinafter, must be met before DEVELOPER is entitled to or will receive any reimbursement. Said conditions are:

(a) Special benefit facilities, off-site or perimeter, which front and abut property not owned by the DEVELOPER, must be extended by the DEVELOPER at his expense. Costs of special benefit facilities which are financed through special improvement districts shall not be reimbursed.

(b) The extension of special benefit facilities must be for the purpose of serving property located within the corporate limits of the City. Costs of extension of special benefit facilities to serve property outside the City limits shall not be reimbursed.

(c) Total project costs for the extension of the special benefit facilities must be at least ten thousand dollars ($10,000.00).

(d) DEVELOPER shall provide to the CITY sufficient verifiable cost data to determine the appropriate reimbursement fee to be charged to prospective customers under Section 26-503 BMCC within thirty (30) days of final inspection of the special benefit facilities and approval and acceptance by the CITY that all construction was completed according to the approved plans and specifications.

(e) DEVELOPER shall enter into a standard reimbursement agreement with the CITY at the time the CITY approves the DEVELOPER'S application for extension of special benefit facilities.

(f) Upon completion of the extension of the special benefit facilities, the DEVELOPER must convey all right, title and interest in the facilities to the CITY.

(g) DEVELOPER shall, at all times, provide to the CITY a current address for purposes of mailing reimbursement payments to DEVELOPER.

(h) Extension of special benefit facilities must be done in compliance with all rules, regulations, resolutions and ordinances of the City, including but not limited to standards for design and construction of the facilities.

DEVELOPER agrees that it will not be entitled to any reimbursement whatsoever until the above conditions have been completely satisfied. DEVELOPER'S violation of any of the conditions set forth herein or in Article 26-500, Billings, Montana City Code may, at the option of the City, result in denial of any and all reimbursement to the DEVELOPER.

3. In addition, it is expressly agreed that any reimbursement payment is conditioned upon the following:

(a) Reimbursements are payable solely from revenues derived from payment of reimbursement fees as established in Article 26-500 BMCC. Reimbursement payments are limited to reimbursement fees actually collected for connections with the special benefit facilities described in Exhibit 1, less all administrative costs incurred by the CITY. In no event will reimbursement payments exceed the actual cost to the DEVELOPER of extending the special benefit facilities.

(b) Reimbursement fees paid to the CITY shall be accumulated and paid to the DEVELOPER annually on each November 1st following acceptance of the special benefit facilities by the CITY beginning on November 1, 2022, and ending on November 1, 2032.

(c) Reimbursement payments shall not include any interest charges.

(d) Reimbursement payments to the DEVELOPER shall be limited to reimbursement fees paid to the CITY on or before the 10th anniversary of the date of acceptance by the CITY of the special benefit facilities described in Exhibit 1 attached hereto. Any reimbursement fees paid to the CITY after said anniversary date shall be retained by the CITY and used for construction of additional water and/or wastewater system facilities.

Acceptance of the special benefit facilities for purposes of reimbursement as set forth in this agreement shall be evidenced by written notice of a letter from the Public Works Department of the

City and directed to the DEVELOPER at the address set forth in the first paragraph of this agreement.

4. The CITY agrees that it will require prospective customers owning property located outside a DEVELOPER'S subdivision and desiring to connect a service line or lines to any special benefit facilities which has been extended at the DEVELOPER'S expense to pay a reimbursement fee to the CITY in compliance with Section 26-503 BMCC.

5. The CITY, by this agreement, is not guaranteeing that reimbursement fees in a sufficient amount to fund full reimbursement to the DEVELOPER will be collected within the 10-year period. The CITY is only agreeing that it will develop a plan under Section 26-503 BMCC that will assure that prospective customers owning property located outside a DEVELOPER'S subdivision and desiring to connect a service line or lines to the special benefit facility described in Exhibit 1, which has been extended at the DEVELOPER'S expense, shall pay a fee and said fee shall be distributed as set forth herein. This fee applies only to connections and does not apply to additional extensions of the special benefit facility. The fee to be charged said prospective customers shall be based upon the final total project costs and **is $91.00 per linear foot of frontage for Water and $116.51 per linear foot of frontage for Sanitary Sewer**.

6. The address for mailing the reimbursement payment to the DEVELOPER shall be that address specified in the first paragraph of this agreement. Any change in address of the DEVELOPER shall be sent to the Public Works Department of the City of Billings at P.O. Box 30958, Billings, MT 59111. The designation of a new address shall be accompanied by a copy of this agreement.

7. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

DATED this _____ day of _____, 20___.

DEVELOPER

By _____

CITY OF BILLINGS

By _____
Mayor

ATTEST:

_____
City Clerk

Exhibit 1 Reimbursement for Development 55

Construction of Water and Sanitary Sewer

Total Water and Sewer Construction		
Water Construction	$1,272,379.00	51.37%
Sewer Construction	$1,204,742.00	48.63%
Total	$2,477,121.00	

Development 55 Water and Sewer Construction	
Water Construction	$1,272,379.00
City and BSEDA contribution	-$256,826.17
Development 55 Water Construction	$1,015,552.83
Sewer Construction	$1,204,742.00
City and BSEDA contribution	-$243,173.83
Development 55 Sewer Construction	$961,568.17
Engineering Design and CA	$246,740.00
Private Contract Fee	$85,138.00

Development 55 Water Construction	$1,015,552.83	Development 55 Sanitary Sewer Construction	$961,568.17
Change Order Hydrant Bollards	$11,039.00		
Change Order 12" Gravel Roads	$38,109.18	Change Order 12" Gravel Roads	$36,083.37
Change Order Culvert	$8,084.02	Change Order Culvert	$7,654.30
Minus 16" X 16" X 8" tee	-$2,530.00	Minus 8" PVC Sanitary Sewer Service	-$5,850.00
Minus 8" Gate Valve and Box	-$2,350.00	Minus 8" Sanitary Sewer Cap	-$300.00
City Oversize Compensation	-$201,030.07	City Oversize Compensation	-$36,737.00
Construction Total	**$866,874.96**	Construction Total	$962,418.84
Engineering	$126,738.58	Engneering	$120,001.42
Private Contract Fee	$43,731.33	Private Contract Fee	$41,406.67
Total	$1,037,344.87	Total	$1,123,826.93
Cost per Linear Foot (5700')	$181.99	Cost per Linear Foot (4823')	$233.01
Frontage Reimbursement per LF	**$91.00**	Frontage Reimbursement per LF	**$116.51**

GABEL RD
S 30TH ST W
HESPER RD
I90
I90
S FRONTAGE RD
D00566
WEST LN
C05924
ELYSIAN RD
D00862
EAST LN
D00860
D00856
D00855
ST STEPHEN BLVD
D00866
D00863
HARNISH BLVD
D00865
SHACKELFORD LN
NORMA JEAN LN
TRADE CENTER AVE
Sewer Main
Water Main

City Council Regular

Date:	10/24/2022
Title:	Reimbursement Agreement for Construction of Water and Sanitary Sewer, Big Sky Economic Development Authority
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the Reimbursement Agreement with Big Sky Economic Development Authority.

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

In order to obtain water and sanitary sewer service, Development 55, LLC extended a water and sanitary sewer main west from East Lane to Parcel 11A of Certificate Survey 1391, where the new Coca-Cola Plant is being constructed along Harnish Boulevard. The extension of the water and sanitary mains were completed fronting properties that now have the opportunity to be served from the mains. Since these properties do not desire connection to the city services at the present time, Development 55, LLC. paid for a portion of the project. In addition, as part of the construction, Big Sky Economic Development Authority (BSEDA) paid $250,000 for the extension of the water and sanitary sewer. At such time that properties along the water and sanitary mains request City water and/or sanitary sewer service, BSEDA desires to be reimbursed a portion of its construction costs. As outlined in BMCC Article 26-500, Section 26-505, the developer can enter into a Reimbursement Agreement with the City for reimbursement in the future when other properties connect into the water and sanitary sewer mains.

ALTERNATIVES

The Council may:

- Approve the Reimbursement Agreement with BSEDA; or
- Not approve the Reimbursement Agreement with BSEDA. Rejecting the agreement would be contrary to City Code.

FISCAL EFFECTS

Based on a review of final costs, the Public Works Department determined that $250,000 attributable to the water and sanitary sewer mains constructed as part of Private Contract 776, is eligible to be recovered by the developer. Since this fee is paid by adjacent properties, the City has no financial obligation with a Reimbursement Agreement.

Attachments

Reimbursement Agreement

REIMBURSEMENT AGREEMENT
(Billings, Montana City Code Article 26-500)

THIS AGREEMENT entered into this _____ day of _____, 20___ between THE CITY OF BILLINGS, Billings, Montana, hereinafter referred to as the "CITY", and Big Sky Economic Development Authority, 201 North Broadway, Billings, MT 59101, hereinafter referred to as "DEVELOPER".

W I T N E S S E T H

WHEREAS, Article 26-500 Billings, Montana City Code provides a procedure for certain developers to be reimbursed for a portion of the costs constructing special benefit facilities under certain circumstances; and

WHEREAS, no person, developer, customer or applicant shall acquire any vested rights under the terms and provisions of this agreement or Article 26-500 BMCC; and

WHEREAS, DEVELOPER has agreed to extend a special benefit facility for the purpose of providing water and/or wastewater service through plans and specifications approved by the City on the 25th day of February, 2022. Said plans and specifications generally provide for the construction of special benefit facilities which are specifically described in Exhibit 1, attached hereto; and

WHEREAS, DEVELOPER is desirous of obtaining reimbursement for a portion of the special benefit facilities hereafter described; and

WHEREAS, the CITY is desirous of reimbursing the DEVELOPER for a portion of such special benefit facilities.

NOW, THEREFORE, CITY and DEVELOPER, in consideration of their mutual promises to each other hereinafter stated, agree as follows:

1. The special benefit facilities which are eligible for reimbursement to the extent set forth in this Agreement are specifically described in Exhibit 1, attached hereto, and by this reference incorporated herein as if fully set out.

2. With respect to DEVELOPER'S entitlement to reimbursement, the CITY and DEVELOPER agree that the conditions specified in Section 26-504 BMCC, and the further conditions set forth hereinafter, must be met before DEVELOPER is entitled to or will receive any reimbursement. Said conditions are:

(a) Special benefit facilities, off-site or perimeter, which front and abut property not owned by the DEVELOPER, must be extended by the DEVELOPER at his expense. Costs of special benefit facilities which are financed through special improvement districts shall not be reimbursed.

(b) The extension of special benefit facilities must be for the purpose of serving property located within the corporate limits of the City. Costs of extension of special benefit facilities to serve property outside the City limits shall not be reimbursed.

(c) Total project costs for the extension of the special benefit facilities must be at least ten thousand dollars ($10,000.00).

(d) DEVELOPER shall provide to the CITY sufficient verifiable cost data to determine the appropriate reimbursement fee to be charged to prospective customers under Section 26-503 BMCC within thirty (30) days of final inspection of the special benefit facilities and approval and acceptance by the CITY that all construction was completed according to the approved plans and specifications.

(e) DEVELOPER shall enter into a standard reimbursement agreement with the CITY at the time the CITY approves the DEVELOPER'S application for extension of special benefit facilities.

(f) Upon completion of the extension of the special benefit facilities, the DEVELOPER must convey all right, title and interest in the facilities to the CITY.

(g) DEVELOPER shall, at all times, provide to the CITY a current address for purposes of mailing reimbursement payments to DEVELOPER.

(h) Extension of special benefit facilities must be done in compliance with all rules, regulations, resolutions and ordinances of the City, including but not limited to standards for design and construction of the facilities.

DEVELOPER agrees that it will not be entitled to any reimbursement whatsoever until the above conditions have been completely satisfied. DEVELOPER'S violation of any of the conditions set forth herein or in Article 26-500, Billings, Montana City Code may, at the option of the City, result in denial of any and all reimbursement to the DEVELOPER.

3. In addition, it is expressly agreed that any reimbursement payment is conditioned upon the following:

(a) Reimbursements are payable solely from revenues derived from payment of reimbursement fees as established in Article 26-500 BMCC. Reimbursement payments are limited to reimbursement fees actually collected for connections with the special benefit facilities described in Exhibit 1, less all administrative costs incurred by the CITY. In no event will reimbursement payments exceed the actual cost to the DEVELOPER of extending the special benefit facilities.

(b) Reimbursement fees paid to the CITY shall be accumulated and paid to the DEVELOPER annually on each November 1st following acceptance of the special benefit facilities by the CITY beginning on November 1, 2022, and ending on November 1, 2032.

(c) Reimbursement payments shall not include any interest charges.

(d) Reimbursement payments to the DEVELOPER shall be limited to reimbursement fees paid to the CITY on or before the 10th anniversary of the date of acceptance by the CITY of the special benefit facilities described in Exhibit 1 attached hereto. Any reimbursement fees paid to the CITY after said anniversary date shall be retained by the CITY and used for construction of additional water and/or wastewater system facilities.

Acceptance of the special benefit facilities for purposes of reimbursement as set forth in this agreement shall be evidenced by written notice of a letter from the Public Works Department of the

City and directed to the DEVELOPER at the address set forth in the first paragraph of this agreement.

4. The CITY agrees that it will require prospective customers owning property located outside a DEVELOPER'S subdivision and desiring to connect a service line or lines to any special benefit facilities which has been extended at the DEVELOPER'S expense to pay a reimbursement fee to the CITY in compliance with Section 26-503 BMCC.

5. The CITY, by this agreement, is not guaranteeing that reimbursement fees in a sufficient amount to fund full reimbursement to the DEVELOPER will be collected within the 10-year period. The CITY is only agreeing that it will develop a plan under Section 26-503 BMCC that will assure that prospective customers owning property located outside a DEVELOPER'S subdivision and desiring to connect a service line or lines to the special benefit facility described in Exhibit 1, which has been extended at the DEVELOPER'S expense, shall pay a fee and said fee shall be distributed as set forth herein. This fee applies only to connections and does not apply to additional extensions of the special benefit facility. The fee to be charged said prospective customers shall be based upon the final total project costs and **is $11.26 per linear foot of frontage for Water and $12.60 per linear foot of frontage for Sanitary Sewer**.

6. The address for mailing the reimbursement payment to the DEVELOPER shall be that address specified in the first paragraph of this agreement. Any change in address of the DEVELOPER shall be sent to the Public Works Department of the City of Billings at P.O. Box 30958, Billings, MT 59111. The designation of a new address shall be accompanied by a copy of this agreement.

7. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

DATED this _____ day of _____, 20___.

DEVELOPER

By _____

CITY OF BILLINGS

By _____
Mayor

ATTEST:

_____
City Clerk

Exhibit 1 Reimbursement for Big Sky Economic Development Authority

Construction of Water and Sanitary Sewer

Total Water and Sewer Construction		
Water Construction	$1,272,379.00	51.37%
Sewer Construction	$1,204,742.00	48.63%
Total	$2,477,121.00	

BSEDA Water and Sewer Construction	
Water Construction	$128,413.09
Sanitary Sewer Construction	$121,586.91
Total BSEDA Construction	$250,000.00

BSEDA Water Construction	$128,413.09	BSEDA Sanitary Sewer Construction	$121,586.91
Cost per Linear Foot (5700')	$22.53	Cost per Linear Foot (4823')	$25.21
Frontage Reimbursement per LF	**$11.26**	Frontage Reimbursement per LF	**$12.60**

GABEL RD
S 30TH ST W
HESPER RD
I90
I90
S FRONTAGE RD
D00566
WEST LN
C05924
ELYSIAN RD
D00862
EAST LN
D00860
D00856
D00855
ST STEPHEN BLVD
D00866
D00863
HARNISH BLVD
D00865
SHACKELFORD LN
NORMA JEAN LN
TRADE CENTER AVE
Sewer Main
Water Main

City Council Regular

Date:	10/24/2022
Title:	WO 22-08: Central Park Tennis Court, Change Order No.1
Presented by:	Mike Whitaker, Parks, Recreation & Public Lands Director
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve Change Order No.1 for WO 22-08: Central Park Tennis Court, to the Good Earth Works Co., Inc in the amount of $130,800.00.

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

During the initial bid opening of WO 22-08: Central Park Tennis Court on August 16th, 2022, funding was available to award the base bid only. After receipt of the bid, Parks and Recreation applied for additional Land Water Conservation (LWCF) Grant money to cover Bid Additive Alternates #2: Lighting for $130,000 and #3: Fencing Sleeves. This additional grant money was not available at the time of the Council Meeting on 9/12/22, where the base bid for the Central Park Tennis court was awarded. Since this time, additional LWCF Grant Money has been obtained to fund Additive Alternates #2 and #3 in full.

ALTERNATIVES

City Council may:

- Approve Change Order No.1 (which is fully funded by additional LWCF Grant Money); or,
- Not Approve Change Order No.1 and the Central Park Tennis Court Lighting and Fencing Sleeves will not be included with the project.

FISCAL EFFECTS

The W.O.22-08 change in contract price for Change Order No.1 is as follows:

Original Contract Price	$664,130.00
Previous Change Orders	None
Contract Price Prior to this Change Order	$664,130.00
Net Increase of this Change	$130,800.00
Contract Price with Approved Change Order	$794,930.00

This Change order is fully funded with LWCF Grant Money that was approved by Council on October 10, 2022.

City Council Regular

Date:	10/24/2022
Title:	Amendment One to BLM Lease for IP-6 and IP-7 Buildings and Wareyard Ground Space at Billings Logan International Airport
Presented by:	Kevin Ploehn, Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that Council approve Amendment One extending the term of the Lease with the Bureau of Land Management (BLM) for office and storage space in Airport Buildings IP-6 and IP-7, and additional ground space for agency vehicle and equipment wareyards, all located in the Airport Business Park. The Lease term will be for an additional ten years beginning September 1, 2022, and ending August 31, 2032.

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

The U.S. Department of Interior on behalf of the BLM, leases Buildings IP-6 and IP-7 in the Airport Business Park and additional ground space west of these buildings for two fenced agency vehicle and equipment wareyards. The BLM, a long-time tenant of the Airport, utilizes this space to house and support its Regional Wildland Fire Cache operations. The Fire Cache operation is part of the BLM campus located in the Airport Business Park, which also includes a tanker base, dispatch center, and a wildlands fire fighting station. The leased building space consists of 3,080 square feet of office space and 3,721 square feet of storage space. The two wareyards total 37,155 square feet. The current Lease commenced September 1, 2012, and expired August 31, 2022. The BLM requests to extend the Lease term for an additional ten (10) years, to expire on August 31, 2032. Staff began working on the extension months prior to the expiration. Many Federal agencies are experiencing short staffing and also have a significant number of employees still working from home. This has caused delays in finalizing terms and agreements. The Amendment also includes reimbursement for the additional water the BLM uses for equipment washing and the additional garbage pickup the BLM requests during peak Summer operations. The Lease rates are comparable to other Airport tenants and to local advertised commercial building rental rates as advertised in Montana Listings Commercial Real Estate, Eastern Montana Commercial Real Estate, and NAI Business Properties website. The unheated warehouse space is $4.45 per square foot per year, office space (including utilities) is $13.07 per square foot per year, heated storage space is $9.20 per square foot per year, and the ground space is $0.33 per square foot per year.

ALTERNATIVES

City Council may:

- Approve Amendment One extending the term of the Lease with the BLM for an additional ten years beginning September 1, 2022, and ending August 31, 2032; or
- Not Approve Amendment One extending the term of the Lease with the BLM, terminating the Lease, and direct staff on how to proceed.

FISCAL EFFECTS

The City will receive $77,984.88 rental revenue in the first year of the Lease. Subsequent years will continue to be adjusted each anniversary by the Department of Labor, Bureau of Labor Statistics Consumer Price Index for Wage Earners and Clerical Workers (CPI-W), the index preferred by Federal agencies. The City will also receive reimbursement for the actual additional water usage for equipment washing and additional garbage collections the BLM uses during its Summer fire operations and are not included as part of this Lease.

Attachments

BLM IP-6 & IP-7 Amendment 1

DEPARTMENT OF THE INTERIOR **BUREAU OF LAND MANAGEMENT** **LEASE AMENDMENT**	LEASE AMENDMENT No. **1**
	TO LEASE NO. **L13PL00008**
ADDRESS OF PREMISES: Billings Logan International Airport Billings, MT	Consisting of **4** Pages

THIS AMENDMENT is made and entered into between **City of Billings** whose address is **1901 Terminal Circle, Rm 216, Billings, MT** hereinafter called the **LESSOR** and the **UNITED STATES OF AMERICA**, hereinafter called **GOVERNMENT**, hereinafter jointly referred to as the "Parties":

WHEREAS the Parties hereto desire to amend the above Lease to provide for a short-term Lease extension.

NOW THEREFORE, these Parties for the consideration hereinafter mentioned, covenant and agree that the said Lease is amended, effective **August 23, 2022,** as follows:

Lease Amendment No. 1 is issued to reflect the following revision(s):

A. To extend the lease for a period beginning September 1, 2022 through August 31, 2032.

B. Adjust the Annual Rental Payment.

C. Update the Utilities and Maintenance paragraph.

D. Update the Hazardous Substance Contamination paragraph.

E. Update the Notice paragraph.

F. Update the Entire Agreement paragraph.

Therefore, effective August 23, 2022, Paragraph 3. TERM, Paragraph 4. RENTAL, Paragraph 6. UTILITIES AND MAINTENANCE, Paragraph 8. HAZARDOUS SUBSTANCE CONTAMINATION, Paragraph 20. NOTICE, and Paragraph 21. ENTIRE AGREEMENT are hereby deleted in their entirety and replaced as follows:

"**3**. **TERM**:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **September 1, 2012,** through **August 31, 2032,** subject to termination and renewal rights as may be hereinafter set forth.

4. RENTAL

Rental payments referenced herein are issued in accordance with Wildland Fire Legislation as updated annually in the Consolidated Appropriations Act, 2022 – Public Law H.R. 1865-173.

A. GOVERNMENT shall pay LESSOR an annual rental payment of **$77,984.88** in advance for the Leased Premises for the year beginning September 1, 2022 and ending August 31, 2023.

Lease Extension Rates for IP-6, IP-7, and Wareyards				
BLM Lease Reference		**L99PL00018**		
New Lease Term:	**10 years**	**Commencing 9/1/2022 and ending 8/31/2032**		
		Year 1 Rates: 9/1/2022 - 8/31/2023*		
Space Description	**SF**	**Rate/SFPA**	**Monthly**	**Annual**
IP-6 Warehouse	1,859	$4.4500	$689.38	$8,272.56
IP-7 Office	3,080	$13.0676	$3,354.02	$40,248.24
IP-7 Storage	1,862	$9.2011	$1,427.70	$17,132.40
Vehicle Wareyard	20,155	$0.3319	$557.45	$6,689.40
Supply Wareyard	17,000	$0.3319	$470.19	$5,642.28
TOTAL			$6,498.74	$77,984.88
*Adjusted annually by CPI-W, 1982-1984=100				

B. Rent shall be payable annually. Rent for a period of less than a year shall be prorated. In the event either party exercises its option to terminate, any rentals received shall be prorated to coincide with the termination date.

C. Rent shall be made payable through the Automated Clearing House (ACH) payment system to the LESSOR, according to its data in the System of Award Management (SAM).

D. Annual Rental Escalation. Beginning with the second year of this Lease extension and each year thereafter, Government shall pay adjusted annual rent. The amount of adjustment will be determined by multiplying each year's annual rental rate by the percent of change of the Cost-of-Living index. The percent change will be computed by comparing the index figure published for the month prior to the Lease commencement date with the index figure published for the month that begins with successive 12-month period. For example, a lease that commences in September 2022 would use the index published for August of 2023, to determine the amount of increase after the first year of the lease (the difference between the index in August 2022 and the index of August 2023). The following year the index published for August of 2024 would be used subtracting the previous year's index for August of 2023 and so on, to determine the percent change due each year. The Cost of Living Index will be measured by the U.S. Department of Labor (DOL) revised Consumer Price Index for Wage Earners and Clerical Workers (CPI-W) U.S. City Average, All Items Figure (1982-1984=100) published by the Bureau of Labor Statistics. Rental adjustments will be effective on the anniversary date of this Lease. Payment of the adjusted rent will become due with the annual rental payment per the terms of the lease. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under this Lease, the rent amount will remain unchanged.

6. UTILITIES AND MAINTENANCE:

As part of rent, the Lessor shall provide snow removal on access roads, water (hot and cold), heat and electricity. Additional utility hookups beyond the existing hookups, necessary for operation are

at the expense of the Government. Government shall be responsible for the additional water hydrant usage expense for washing and flushing equipment used for firefighting operations. Lessor shall provide dumpsters and trash removal from onsite dumpsters. Regular weekly pickup costs will be paid by Lessor; additional pickups requested by Government during peak summer operations are at the expense of the Government.

Building maintenance will be provided by the Lessor between 8:00 a.m. and 5:00 p.m. seven (7) days a week. After-hours maintenance is available from Lessor on an emergency call basis. Janitorial services are the responsibility of the Government. The Government shall have access to the Leased Premises at all times.

Government, at its cost and expense, agrees to operate and maintain the Leased Premises, improvements and appurtenances thereto in a safe and presentable condition, free of refuse and debris consistent with good business practice.

8. HAZARDOUS SUBSTANCE CONTAMINATION:

Government assumes full responsibility for the proper and legal use, handling, storage and disposal of any hazardous substances used or consumed in the occupancy or conduct of its business. “Hazardous Substance” shall be interpreted broadly to mean any substance or toxic material, fue, or petroleum-based products, hazardous or toxic, or radioactive substance, or other similar term by any Federal, State, or applicable 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. Government, subject to the terms and conditions of the Federal Tort Claims Act, 28 U.S.C., Section 2671, et seq., will hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expenses or liability resulting from any breach of these representations and warranty including all attorney’s fees and costs incurred as a result thereof.

20. NOTICE:

Any and all notices required herein to be made by either party to the other shall be written notice made by depositing such notice, correctly addressed, in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of postmarking.

All notices to the City of Billings shall be mailed to:

City of Billings
ATTN: Marita Herold
Aviation and Transit Dept.
1901 Terminal Circle RM 216
Billings, Montana 59105
Telephone: 406-237-6284

All notices to Government shall be mailed to:

Bureau of Land Management
ATTN: Barbra Burns-Fink
National Operations Center
Denver Federal Center
Building #50, OC650
P.O. Box 25047
Denver, CO 80225-0047
Telephone: 303-236-0219

21. ENTIRE AGREEMENT:

This writing, together with the attachments hereto, including any written amendments, constitutes the entire agreement of the parties regarding the establishment of their leasehold arrangements. No representations, warranties, inducements or oral agreements previously made between the parties regarding the establishment of their leasehold arrangements shall continue unless stated herein."

All other terms and conditions of the lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: William A. Cole
Title: Mayor
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Denise Bohlman
Title: City Clerk
Date: _____

FOR THE GOVERNMENT:

_____
Barbra A. Burns-Fink
Lease Contracting Officer
Bureau of Land Management
Date: *See digital stamp contained above in the digital signature*

City Council Regular

Date:	10/24/2022
Title:	Water Reclamation Facility Equipment - Disinfection
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the purchase of replacement parts for the UV disinfection system in the amount of $97,352.90.

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

The Water Reclamation Facility utilizes three (3) ultraviolet (UV) modules to disinfect treated wastewater before the water returns to the Yellowstone River. These modules operate continuously to disinfect the entire wastewater flow of the city, approximately 20 million gallons every day. The components of the UV modules are required to be replaced periodically to avoid disinfection failure, which would result in a permit violation.

Trojan Technologies is the manufacturer of the three (3) UV modules, and they also manufacture the replacement parts. Purchasing from Trojan Technologies ensures the replacement parts match the original equipment. Trojan Technologies is the only known vendor of original equipment replacement parts.

ALTERNATIVES

City Council may:

- Approve the purchase of the replacement parts for Water Reclamation Facility UV Disinfection system in the amount of $97,352.90, or;
- Disapprove the purchase of the replacement parts. If not approved, the routine maintenance of the UV system will not proceed. The lamps will eventually fail resulting in the discharge of plant effluent that exceeds the permit and could result in fines from the Montana Department of Environmental Quality.

FISCAL EFFECTS

The replacement parts for the Water Reclamation Facility are budgeted in FY23 using Wastewater funds.

City Council Regular

Date:	10/24/2022
Title:	X Series Cardiac Monitor/Defib Purchase
Presented by:	Jason Banfield, Assistant Fire Chief
Department:	Fire
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Purchase of X Series cardiac monitors / defibrillators from Zoll Medical Corporation to support the new Medical Response Team (MRT) program under the National Purchasing Partners Intergovernmental Cooperative Purchasing Agreement.

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

As part of the voter approved public safety mill levy, EMS rapid response units were approved. As these units go online, the medical equipment needed for each needs to be purchased. The first such unit is scheduled to roll out the first part of December and the second sometime in early 2023.

ALTERNATIVES

City Council may approve; or, not approve the purchase of X Series cardiac monitors / defibrillator needed to support the MRT program.

FISCAL EFFECTS

Funded through the public safety mill levy.

SUMMARY

Staff recommends approval of the purchase.

City Council Regular

Date:	10/24/2022
Title:	2022 Federal Homeland Security Grant for Bomb Squad
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends City Council approve and accept two Federal FY 2022 Homeland Security Grants in the amount of $80,000 and $365,000.

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

The State of Montana has two grants available through the Federal FY 2022 U.S. Department of Homeland Security Grant Program. A subgrant in the amount of $80,000 has been offered to the City of Billings Bomb Squad for training and equipment. This will be the City's twelfth year receiving Homeland Security Grant funds, which have been used for equipment and training.

The bomb squad has six members that require 40 hours of training per year. Funds will be used for costs associated with this training. The Billings Police bomb squad is planning to send the six members of the department's bomb squad to a 40-hour training course. Information obtained at this training will be used and shared with Federal, State and Local members within the bomb disposal community. The field of ordinance disposal is constantly changing and evolving. Continued education and training is necessary to maintain competence in this field. The primary function of the Billings Bomb Squad is to detect, disrupt and defeat any improvised explosive device. The training requested will enable the Billings Bomb Squad to learn and share the latest information regarding current threats and trends. The Billings Bomb Squad also plans to purchase a new bomb suit.

An additional subgrant in the amount of $365,000 has been offered to the City of Billings Bomb Squad to purchase a EOD Armored Transport Vehicle. This vehicle is a smaller, more versatile armored truck that will be shared between the Bomb Squad and the SWAT Team.

ALTERNATIVES

City Council may:

- Approve the Federal FY22 U.S. Department of Homeland Security Grants for the Bomb Squad in the amount of $80,000 and $365,000; or,
- Not Approve the Federal FY22 U.S. Department of Homeland Security Grants for the Bomb Squad in the amount of $80,000 and $365,000; which would result in the General Fund absorbing cost related to Bomb Squad related expenses.

FISCAL EFFECTS

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

Attachments

Grant Award Package
Homeland Security Grant Award for Bombcat

State Homeland Security Program (SHSP)

FY 2022 Award Letter

Bill Cole
Billings Police Department
220 N 27th St
Billings, MT 59101,

Mayor Bill Cole,

Congratulations, on behalf of Montana Disaster and Emergency Services (MT DES), the application for financial assistance submitted under the Fiscal Year (FY) 2022 State Homeland Security Program, Billings Police Department Bomb Squad project, has been approved in the amount of $80,000.00. Billings Police Department is not required to match this award with any amount of non-Federal funds.

Before Billings Police Department requests and receives any of the Federal funds awarded, acceptance of the award must be established. By accepting this award, Billings Police Department acknowledges that the terms of the following documents are incorporated into the terms of this award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document for Award (attached to this Award Letter)
- FY 22 Homeland Security Grant Program Notice of Funding Opportunity

Per the Notice of Funding Opportunity (NOFO), all sub-recipients are required to complete the Nationwide Cybersecurity Review (NCSR), see Agreement Article LIV.

Please make sure you read, understand, and maintain a copy of these documents in the official file for this award. In order to establish acceptance of the award and its terms, please complete, sign and return the Obligating Document for Award to your MT DES Grant Coordinator.

For additional assistance, please contact your MT DES Grant Coordinator.

Delila Bruno
Administrator
Montana Disaster and Emergency Services

CC Garrett Peterson

AGREEMENT ARTICLES
State Homeland Security Program

SUB-RECIPIENT: Billings Police Department
PROGRAM: State Homeland Security Program
STATE GRANT NUMBER: 22HSBLNGEOD

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Article XLVII	Prior Approval for Modification of Approved Budget
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Article XLIX	MT DES Specific Acknowledgements and Assurances
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Article I - Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the Department of Homeland Security (DHS) Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard

Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions .

Article III - Assurances, Administrative Requirements, Cost Principles, Representation and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Subrecipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Subrecipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool .

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V - Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VI - Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII - Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VIII - Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article X - Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIV - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is

an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX - Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXI - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232

(2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .

Article XXV - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI - National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXX - Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid

Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII - Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-5 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the

infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available, and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article XXXVI - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII - Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XL - USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act),

which amends 18 U.S.C. sections 175-175c.

Article XLI - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII - Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to MT DES along with all other pertinent project information **within 90 days of the period of performance start date**. Failure to provide requisite information could result in delays in the release of grant funds. MT DES will work with Grant Programs Directorate for EHP approval.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVI - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVIII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article XLIX - MT DES Specific Acknowledgements and Assurances

Sub-recipients must acknowledge and agree to comply with applicable provisions governing MT DES access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any compliance reviews or compliance investigations conducted by MT DES.

2. Sub-recipients must give MT DES access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by MT DES regulations and other applicable laws or program guidance.

3. Sub-recipients must submit timely, complete, and accurate reports to the appropriate MT DES officials and maintain appropriate backup documentation to support the reports.

4. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. The State of Montana shall not be liable for any reimbursement amount greater than the award amount available to each sub-recipient.

6. Failure of the sub-recipient to accomplish SHSP objectives may result in the reduction or withholding of funds, or other action, as determined by MT DES.

The State of Montana has the right to seek judicial enforcement of these obligations.

Article L - Accruals

As established within Montana Operations Manual Policy, accrual documentation is required of all sub-recipients by the Montana Department of Administration, State Financial Services Division, and must be submitted to MT DES no later than the second week of June, or as instructed by MT DES.

Article LI – Authorized Representative

As evidenced by the signatures found in the Letter of Obligation, the Sub-Recipient Signatory Official agrees to appoint the Sub-Recipient Authorized Representative to act on behalf of Billings Police

Department. This individual shall be duly authorized with all necessary powers with regard to the administration and oversight of the 2022 State Homeland Security Program grant, 22HSBLNGEOD. The Catalog of Federal Domestic Assistance (CFDA) number associated with this grant is 97.067.

Article LII - Nationwide Cybersecurity Review

Subrecipients of FY 2022 grant awards will be required to complete the 2022 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 3-6 hours to complete. The 2022 NCSR will be open from October – February 2023. MT DES will provide subrecipients with additional information upon opening of the review.

Obligating Document for Award

STATE GRANT NUMBER: 22HSBLNGEOD FEDERAL AGREEMENT NUMBER: EMW-2022-SS-00078 AMENDMENT NUMBER:	SUB-RECIPIENT NAME AND ADDRESS: Billings Police Department 220 N 27th St Billings, MT 59101,	ISSUING STATE OFFICE AND ADDRESS: Montana Disaster and Emergency Services P.O. Box 4789 1956 MT Majo Street Fort Harrison, MT 59636-4789
NAME OF SUB-RECIPIENT AUTHORIZED REPRESENTATIVE: Garrett Peterson	SUB-RECIPIENT AUTHORIZED REPRESENTATIVE CONTACT INFORMATION: petersong@billingsmt.gov 406-691-0170	

EFFECTIVE DATE OF THIS ACTION: 10/01/2022	METHOD OF PAYMENT: EFT	NAME AND CONTACT INFORMATION OF MT DES GRANT COORDINATORS: Vacant, contact Michael Radke MRadke@mt.gov 406-417-9239
FEDERAL AWARD AMOUNT: $80,000.00		PERIOD OF PERFORMANCE: From: 10/01/2022 To: 09/30/2023 Budget Period: From: 10/01/2022 To: 09/30/2023
ASSISTANCE ARRANGEMENT: Cost Reimbursement	CFDA #: 97.067	

SUB-RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
SUB-RECIPIENT AUTHORIZED REPRESENTATIVE (Name and Title)	DATE
MT DES SIGNATORY (Name and Title) Burke Honzel, Preparedness Bureau Chief, Authorized Organizational Representative	DATE 12 September 2022

State Homeland Security Program (SHSP)

FY 2022 Award Letter

Bill Cole
Billings Police Department
220 N 27th St
Billings, MT 59101,

Mayor Bill Cole,

Congratulations, on behalf of Montana Disaster and Emergency Services (MT DES), the application for financial assistance submitted under the Fiscal Year (FY) 2022 State Homeland Security Program, EOD Armored Transport Vehicle project, has been approved in the amount of $365,000.00. Billings Police Department is not required to match this award with any amount of non-Federal funds.

Before Billings Police Department requests and receives any of the Federal funds awarded, acceptance of the award must be established. By accepting this award, Billings Police Department acknowledges that the terms of the following documents are incorporated into the terms of this award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document for Award (attached to this Award Letter)
- FY 22 Homeland Security Grant Program Notice of Funding Opportunity

Per the Notice of Funding Opportunity (NOFO), all sub-recipients are required to complete the Nationwide Cybersecurity Review (NCSR), see Agreement Article LIV.

Please make sure you read, understand, and maintain a copy of these documents in the official file for this award. In order to establish acceptance of the award and its terms, please complete, sign and return the Obligating Document for Award to your MT DES Grant Coordinator.

For additional assistance, please contact your MT DES Grant Coordinator.

Delila Bruno
Administrator
Montana Disaster and Emergency Services

CC Garrett Peterson

AGREEMENT ARTICLES
State Homeland Security Program

SUB-RECIPIENT: Billings Police Department
PROGRAM: State Homeland Security Program
STATE GRANT NUMBER: 22HSBLNGV

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Article I - Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the Department of Homeland Security (DHS) Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard

Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions .

Article III - Assurances, Administrative Requirements, Cost Principles, Representation and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Subrecipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Subrecipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool .

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V - Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VI - Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII - Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VIII - Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article X - Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIV - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is

an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX - Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXI - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232

(2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .

Article XXV - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI - National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXX - Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid

Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII - Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-5 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the

infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available, and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article XXXVI - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII - Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XL - USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act),

which amends 18 U.S.C. sections 175-175c.

Article XLI - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII - Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to MT DES along with all other pertinent project information **within 90 days of the period of performance start date**. Failure to provide requisite information could result in delays in the release of grant funds. MT DES will work with Grant Programs Directorate for EHP approval.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVI - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVIII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article XLIX - MT DES Specific Acknowledgements and Assurances

Sub-recipients must acknowledge and agree to comply with applicable provisions governing MT DES access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any compliance reviews or compliance investigations conducted by MT DES.

2. Sub-recipients must give MT DES access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by MT DES regulations and other applicable laws or program guidance.

3. Sub-recipients must submit timely, complete, and accurate reports to the appropriate MT DES officials and maintain appropriate backup documentation to support the reports.

4. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. The State of Montana shall not be liable for any reimbursement amount greater than the award amount available to each sub-recipient.

6. Failure of the sub-recipient to accomplish SHSP objectives may result in the reduction or withholding of funds, or other action, as determined by MT DES.

The State of Montana has the right to seek judicial enforcement of these obligations.

Article L - Accruals

As established within Montana Operations Manual Policy, accrual documentation is required of all sub-recipients by the Montana Department of Administration, State Financial Services Division, and must be submitted to MT DES no later than the second week of June, or as instructed by MT DES.

Article LI – Authorized Representative

As evidenced by the signatures found in the Letter of Obligation, the Sub-Recipient Signatory Official agrees to appoint the Sub-Recipient Authorized Representative to act on behalf of Billings Police

Department. This individual shall be duly authorized with all necessary powers with regard to the administration and oversight of the 2022 State Homeland Security Program grant, 22HSBLNGV. The Catalog of Federal Domestic Assistance (CFDA) number associated with this grant is 97.067.

Article LII - Nationwide Cybersecurity Review

Subrecipients of FY 2022 grant awards will be required to complete the 2022 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 3-6 hours to complete. The 2022 NCSR will be open from October – February 2023. MT DES will provide subrecipients with additional information upon opening of the review.

Obligating Document for Award

STATE GRANT NUMBER: 22HSBLNGV FEDERAL AGREEMENT NUMBER: EMW-2022-SS-00078 AMENDMENT NUMBER:	SUB-RECIPIENT NAME AND ADDRESS: Billings Police Department 220 N 27th St Billings, MT 59101,	ISSUING STATE OFFICE AND ADDRESS: Montana Disaster and Emergency Services P.O. Box 4789 1956 MT Majo Street Fort Harrison, MT 59636-4789
NAME OF SUB-RECIPIENT AUTHORIZED REPRESENTATIVE: Garrett Peterson	SUB-RECIPIENT AUTHORIZED REPRESENTATIVE CONTACT INFORMATION: petersong@billingsmt.gov 406-691-0170	

EFFECTIVE DATE OF THIS ACTION: 10/01/2022	METHOD OF PAYMENT: EFT	NAME AND CONTACT INFORMATION OF MT DES GRANT COORDINATORS: Vacant, contact Michael Radke MRadke@mt.gov 406-417-9239
FEDERAL AWARD AMOUNT: $365,000.00		PERIOD OF PERFORMANCE: From: 10/01/2022 To: 09/30/2023 Budget Period: From: 10/01/2022 To: 09/30/2023
ASSISTANCE ARRANGEMENT: Cost Reimbursement	CFDA #: 97.067	

SUB-RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
SUB-RECIPIENT AUTHORIZED REPRESENTATIVE (Name and Title)	DATE
MT DES SIGNATORY (Name and Title) Burke Honzel, Preparedness Bureau Chief, Authorized Organizational Representative	DATE 12 September 2022

City Council Regular

Date:	10/24/2022
Title:	Phillips 66 Grant Acceptance- Zoll Auto Pulse
Presented by:	Jason Banfield, Assistant Fire Chief
Department:	Fire
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Recommend to approve equipment for Medical Response Teams (MRT). Second equipment piece to support Zoll Cardiac monitors.

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

This life-saving equipment will offset the cost to provide care in the new MRT program. Phillips 66 advised the Billings Fire Department of an available grant opportunity and encouraged us to apply.

The Billings Fire Department is a cutting edge, all hazards public safety agency providing advanced life support emergency medical services (EMS) to the citizens and visitors of the City of Billings. Annually, the Billings Fire Department responds to 150 cardiac arrests and a critical component is high quality chest compressions. According to the American Heart Association, a key component of this metric is the minimization of interruptions, compression rate of 100-120 per minute, and chest compression depth of 2 inches. While all the EMT's and Paramedics are highly trained in CPR, the ability to meet the American Heart Association standards are imperative and the ZOLL Auto Pulse continually provides high-quality CPR during patient movement and transport. This allows the EMS providers to focus on critical time sensitive advanced interventions, crew safety during transport, and continuous chest compressions during patient movements. Additionally, the ZOLL Auto Pulse continually met the chain of survival impact times and provide blood and oxygen profusion to brain and organ tissue during a cardiac arrest.

The Billings Fire Department will be deploying the Zoll AutoPulse through a new response program that has been recommended by Center for Public Safety Excellence (CPSE). The recommendation was to create well-trained responders to help with high volume of medical calls to respond in a smaller vehicle and to deploy more staff to high acuity calls that are more manpower intensive. This equipment will be delivered by Mobile Response Teams in Ford Interceptor vehicles and pair with the use of Zoll cardiac monitoring to increase better patient outcomes and save lives.

ALTERNATIVES

City Council may: Approve; or, Not Approve accepting the funds from P66 to purchase Zoll Auto Pulse.

FISCAL EFFECTS

There is no fiscal effect. The grant application specifies that these monies can only be used to purchase the Zoll AutoPulse.This is allowing us to purchase one-of-a-kind Cardiac/CPR equipment offsetting costs to the city. However, If the council chooses not to take the funds, the Billings Fire Department will return funds and the MRT program will have an additional cost. The cost would be $27,000 or more.

Attachments

Zoll AutoPulse

To Whom it May Concern

The Billings Fire Department is a cutting edge, all hazards public safety agency providing advanced life support EMS to the citizens and visitors of the City of Billings. Annually, the Billings Fire Department responds to 150 cardiac arrests and a critical component is high quality chest compressions. According to the American Heart Association, a key component of this metric is the minimization of interruptions, compression rate of 100-120 per minute, and chest compression depth of 2 inches. While all of the EMT's and Paramedic's are highly trained in CPR, the ability to meet the American Heart Association standards are imperative and the ZOLL Auto Pulse continually provides high-quality CPR during patient movement and transport. This allows the EMS providers to focus on critical time sensitive advanced interventions, crew safety during transport, and continuous chest compressions during patient movements. Additionally, the ZOLL Auto Pulse continually met the chain of survival impact times and provide blood and oxygen profusion to brain and organ tissue during a cardiac arrest.

The Billings Fire Department will be deploying the Zoll AutoPulse through a new response program that has been recommended by CPSE (Center for Public Safety Excellence). The recommendation was to create well trained responders to help with high volume of medical calls to respond in a smaller vehicle and to deploy more staff to high acuity calls that are more manpower intensive. This equipment will be delivered by Mobile response teams in Ford Interceptor vehicles and pair with the use of Zoll cardiac monitoring to increase better patient outcomes and save lives.

City Council Regular

Date:	10/24/2022
Title:	Amended SIA for Shiloh Business Park Subdivision
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends the City Council approve the Amended SIA for Shiloh Business Park Subdivision.

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

On September 26, 2022, Costco Wholesale submitted documents to amend the existing SIA for Shiloh Business Park Subdivision. Specifically, they are requesting to remove 'Exhibit A' from the original SIA. Exhibit A was unintentionally included. The removal of Exhibit A (page 17 of the filed document) is not material to the originally recorded document. The conceptual private roads depicted were never requirements of the development through any development process or any city regulations. As Costco prepares to develop this site the depiction of the road within the filed document is creating challenges from a documentation standpoint. The best way to alleviate those challenges is by amending the document.

The submitted documents will remove 'Exhibit A' from the original SIA. The newly filed document will be in addition to the originally filed document, it will not replace it. The Whereas clauses address this. The documents submitted are based on the recommendations from City Legal Department and the County Clerk and Recorder.

ALTERNATIVES

The City Council may approve or disapprove the Amended SIA for Shiloh Business Park Subdivision. Disapproval of amending the SIA would only continue to create complications with the filed documents for the Shiloh Business Park Subdivision and lot owners.

FISCAL EFFECTS

The Amended SIA for Shiloh Business Park Subdivision have no financial impact on the Planning Division.

Attachments

Original SIA including Exhibit A
Documents to remove Exhibit A from original SIA

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SUBDIVISION IMPROVEMENTS AGREEMENT

SHILOH BUSINESS PARK SUBDIVISION

THIS AGREEMENT, made and entered into this 15 day of January, 2002, by and between **SHILO 47, LLP,** a Montana Limited Liability Partnership, whose address for the purpose of this Agreement is P.O. Box 80667, Billings, Montana 59108, hereinafter referred to as "Subdivider", and the **CITY OF BILLINGS,** Billings, Montana, hereinafter referred to as "City".

WITNESSETH

WHEREAS, at a meeting held by the Yellowstone County Board of Planning on the 27th day of March, 2001, the Board recommended for approval, subject to certain conditions, an area known as Shiloh Business Park Subdivision (the "Subdivision"), located in the City of Billings, Yellowstone County, Montana, and recommended its approval to the City Council of the City of Billings; and

WHEREAS, at a regular meeting held on the 9th day of April, 2001, the City Council approved, subject to certain conditions of the Board and the City Council, a Preliminary Plat of Shiloh Business Park Subdivision, and

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

NOW, 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:

1. Subdivider has requested and the City hereby grants the following variances by the City Council from the strict interpretation of the City's Subdivision regulations:

   A. Variance from the no-access requirements on Shiloh Road to permit three drive approaches as shown on the Subdivision plat. These approaches are existing and were installed as part of the Shiloh Interchange project. Any change of use of development of Lots 6 or 7 will trigger removal of the existing approaches and one 40-foot right-in/right-out access opening centered on the common lot line between Lots 6 and 7, Block 2 will be permitted.

   B. Variance from the no-access requirements on Zoo Drive to permit one private approach as follows:

(1) A 50-foot wide approach at Station 48+00 of "D-line" of the Shiloh Interchange project. This approach is for the private road access to the Subdivision centered on the lot line between Lots 3 and 4, Block 2.

(2) The approach described in (1) above is existing and was constructed as part of the Shiloh Interchange project – MDT Project No. DPI 0194(001)F.

C. Variance from the provisions of Section 23-602 of the City's Subdivision Ordinance requiring platting of alleys in a commercial area.

2. Subdivider agrees to construct the following improvements as required and in conformance with the Billings Subdivision Regulations:

A. STREETS

(1) *Street Construction.*

All private internal access roads and site improvements within the Subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the Uniform Building Code, the *Stormwater Management Manual*, and other applicable City Codes, Rules, and Regulations. Lot owners and developers will be subject to the terms of the accompanying Declaration of Covenants, Conditions, Restrictions, and Reciprocal Easements which cover all aspects of the development and operation of the Subdivision.

Subdivider will enter into a private contract for the construction of all required improvements for those portions of Shiloh Road and Pierce Parkway adjacent to or within Shiloh Business Park Subdivision; and, along Zoo Drive as required to accommodate increased development impacts as follows:

(a) Zoo Drive is a "Controlled Access Facility" constructed by the Montana Department of Transportation under Project Number DPI 0194(001)F. The road is complete per their plans including the two street approaches. Further improvements to Zoo Drive are based on the recommendations of the approved Traffic Accessibility Study. These improvements include pavement widening, traffic signalization, pedestrian crossings, signing, striping, and lighting. These improvements will be

funded by escrow accounts established by all adjacent developments.

(b) Standard curb and gutter will be installed on the east side of Shiloh Road from the end of the existing curb south to the south line of the Subdivision. An extension of the Canyon Creek Ditch culvert will be necessary for this extension. Permitting for the street widening and culvert extension will be the responsibility of the Subdivider. East side pavement on Shiloh Road shall include a transition at the south end to the width of the existing traveled way. The transition will have a taper as approved by the City Engineer and in accordance with American Association of State Highway Officials (AASHTO) requirements. In addition, a raised median will be installed in Shiloh Road south of Zoo Drive to a point south of the right-in/right-out approach on the lot line between Lots 6 and 7, Block 2.

(c) Standard curb and gutter will be installed on both sides of Pierce Parkway from the south line of the Subdivision to the intersection with Zoo Drive defining a two-lane local commercial street with center turn lanes. A raised median will be constructed in the street from Zoo Drive south to the intersection of the east-west private street. No raised median will be required in Pierce Parkway at Shiloh Road. This section of Pierce Parkway will be constructed by Private Contract No. 441, Phase II.

The design thickness of the street improvements shall be determined from actual field tests conducted by a responsible testing laboratory. The design section shall be submitted to, reviewed by, and approved by the City Engineer.

(2) *Street Signs.*

Street name signs shall be furnished and installed as required by the City Engineer.

(3) *Storm Drainage.*

Storm drainage shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains. All drainage improvements shall comply with the provisions of the

Stormwater Management Manual and shall be in accordance with the approved Stormwater Management Design Report submitted to the City Engineer by the Subdivider.

(a) Drainage from the street area on Pierce Parkway will discharge to the new storm drain outfall line to Canyon Creek to be installed with this project. New lateral lines and inlets will be installed as required for Pierce Parkway.

(b) Drainage from the new street area on Shiloh Road drains to the existing agricultural drain/storm drain to Canyon Creek regraded and improved as part of the new Shiloh Interchange project.

(c) All development within the lots of Shiloh Business Park Subdivision will meet the criteria of the City of Billings *Stormwater Management Manual.* Storm drain discharge from the internal developments will be to the new storm drains installed in Pierce Parkway and to new internal lateral lines discharging to the new storm drain outfall to Canyon Creek. Storm drain service stubs adequate to serve the adjacent properties will be stubbed to the property line as part of the private contract. The sizing, number of laterals, their location, and the total discharge allowed from the site will be subject to review and approval by the Engineering Department in conformance with the *Stormwater Management Manual* and the recommendations of the Stormwater Management Design Report.

City and Subdivider agree that the storm drain outfall line from the south right-of-way line of Pierce Parkway to Canyon Creek will remain a private line. All storm drain lateral lines in Pierce Parkway, including manholes and inlets, will become part of the City storm drain system and will be maintained by the City of Billings.

(d) The new storm drain outfall line and discharge to Canyon Creek will be maintained as part of the common area maintenance provisions as set forth in the Declaration of Covenants, Conditions, Restrictions, and Reciprocal Easements which will be recorded with the plat and improvements agreement. Easements for the outfall facilities will also be recorded with the Subdivision plat. It is also

agreed that the storm drainage system was designed and installed per the City Engineer's specifications with the understanding that the outfall and discharge to Canyon Creek could be eventually accepted as part of the City of Billings storm drain system.

(4) *Sidewalks, Pedestrian Access, and Bike Trail*

Sidewalk will be installed on the arterial portion of Shiloh Road at the time of the street construction. Sidewalk on both sides of Pierce Parkway will be installed at the time of lot development. Sidewalk shall be 5-foot wide boulevard walk on Shiloh Road adjacent to the Subdivision and 7-foot wide curb walk on Pierce Parkway.

Pedestrian access shall be provided within the private lot development area of the Subdivision. This access will be installed as part of the individual lot development and will be in accordance with an overall plan attached hereto as Exhibit A, to provide continuity within the development. In addition, a walkway/bikeway will be provided within the easement provided along Zoo Drive and Shiloh Road to tie the access into the proposed crosswalks at Zoo Drive and Pierce Parkway, Zoo Drive and Shiloh Road, and Pierce Parkway and Shiloh Road.

(5) *Traffic Control Devices.*

Subdivider will furnish necessary traffic control devices within or adjacent to the Subdivision. Traffic control devices shall include all necessary signing, striping, channelization, and signalization devices to properly complete the implementation of the proposed street construction.

All traffic control and street improvements will be as outlined in the approved Traffic Accessibility Study provided to the City by the Subdivider. The Traffic Accessibility Study will be subject to review and approval by the City Traffic Engineer. The Traffic Accessibility Study will also be provided to the Montana Department of Transportation for review. Coordination with the Montana Department of Transportation on issues related to Zoo Drive and Shiloh Road will be the responsibility of the Subdivider.

Any change of anticipated use of any lot from that estimated in the original Traffic Accessibility Study will require an update of the traffic analysis and recommendations.

(6) *Access.*

No access will be permitted to the Subdivision from the arterial frontage of Zoo Drive except by the standard street approaches as described in Sections 1.B.1 and 1.B.2 of this Agreement. The precise location of these access points are shown on the face of the plat.

The minimum entrance throat length for the street accesses is as follows:

(a) Zoo Drive – Pierce Parkway = 346 feet (west side)
340 feet (east side)

(b) Zoo Drive – Private Access = 306 feet

(Measured from the right-of-way line along the south side of Zoo Drive south along the centerline of Pierce Parkway and the private access.)

Internal lots will be accessed by the private drive running east and west of Pierce Parkway south of Zoo Drive. Minimum entrance throat lengths for the private drive will be determined at the time of lot development and will be part of the recommendations of the individual traffic accessibility studies submitted for review and approval by the City Engineer.

There will be no side access (ingress or egress) from individual lots or building pads within the minimum required storage throat.

(7) *Street Lighting.*

Street lights will be installed on both sides of Pierce Parkway and along the arterial frontage of Shiloh Road. The installation of the street lights will be part of a future lighting district. A Street Light Maintenance District will be formed for future energy and maintenance of the street lights.

(8) *Landscaping.*

Shiloh Business Park Subdivision landscaping shall be equal to or shall exceed the requirements outlined in the Billings and Yellowstone County Unified Zoning Regulations for Entryway Light Industrial Zone. In addition, all open areas in the public right-of-way adjacent to the Subdivision, with the exception of Zoo Drive, will be landscaped in accordance with those requirements. Maintenance of all site landscaping, including that in the public right-of-way, shall be the responsibility of the lot owners and is further outlined in the accompanying Covenants, Conditions, and Restrictions.

B. UTILITIES

(1) *Water.*

Subdivider will participate in Private Contract No. 441 for the construction of a 16-inch water main along Pierce Parkway through the Subdivision. Service stubs, fire hydrants, and fire line stubs to the Subdivision lots will be installed.

(2) *Sanitary Sewer.*

Subdivider will participate in Private Contract No. 441 for the construction of an 18-inch sanitary sewer along Pierce Parkway through the Subdivision.

(3) *Standards.*

The water and sewer mains and storm drains shall be sized and installed in conformance with City design standards and specifications, and the rules and regulations of the City of Billings.

(4) *Power, Telephone, Gas, and Cable Television.*

All power, telephone, gas, and cable television lines within the public right-of-way shall be installed underground prior to street paving. Appropriate utility easements will be provided across the Subdivision lots for service to the proposed development.

A 10-foot wide telecommunication easement crosses Lots 6, 7, and 8, Block 2 adjacent to the Canyon Creek Ditch. This easement is recorded in the office of the Yellowstone County Clerk and Recorder

Under Document Number 1750436. It is to U.S. West Communications, Inc., (now Qwest) and is to "construct, reconstruct, operate, maintain, and remove such telecommunication facilities as Grantee may require."

(5) *Water and Sewer Fees.*

Because the Subdivider is installing the trunk water and sewer lines at its expense, no Trunk or Lateral Fees will be assessed. The property is subject to Water and Wastewater System Development Fees and Franchise Fees in effect at the time of obtaining said services.

(6) *Irrigation*

Canyon Creek Ditch crosses Lots 6, 7, and 8, Block 2 of the Subdivision in a 20-foot wide recorded easement as shown on the face of the Plat. A Canyon Creek Ditch lateral crosses Lot 1, Block 1 of the Subdivision from north to south. It is located in pipe in a 20-foot wide recorded easement as shown on the face of the Plat. A new 25-foot wide easement will be recorded with the final plat for the existing irrigation lateral along the south line of Lot 8 and a portion of Lot 9. These easements are to be used for the location, operation, and maintenance of the irrigation ditch facility until such time as the irrigation use is terminated by separate recorded agreement or the ditch is relocated per separate recorded agreement.

C. SURVEY MONUMENTS

Survey monuments shall be installed as required by City Ordinance and the Rules and Regulations of the State of Montana.

3. Subdivider agrees to provide for any necessary adjustments or alterations to existing improvements which are necessary and limited to those improvements required to make the improvements contemplated by this Agreement without cost to the City. The water and sewer mains, storm drains, and streets shall be sized, designed, and installed in conformance with City design standards and with the provisions of the Montana Public Works Standard Specifications.

4. Subdivider agrees to notify the City Engineer of the date and hour construction is anticipated to begin on the required improvements and to keep the City Engineer informed of the progress of construction; if the construction is stopped for any other reason than overnight, holidays, and weekends, the Subdivider agrees to notify the City Engineer of stoppage. Further, Subdivider agrees to notify the City Engineer not

less than four (4) hours before construction is scheduled to resume.

5. The public improvements on Pierce Parkway and the frontage along Shiloh Road referred to herein shall be installed using private contracts, all of which shall be secured by a Letter of Credit or a Letter of Commitment to lend funds from a commercial lender, in accordance with the City of Billings Subdivision Regulations. 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 Engineer. In the event Subdivider fails to install or construct such improvements or fails to finance in another satisfactory manner at the time performance is due, the City may initiate the creation of a Special Improvement District or Districts, and shall be entitled to rely on the Waiver in connection with creation of said districts.

   Subdivider shall not convey or transfer any lots within the Subdivision and no building permits shall be issued, until a private contract, as required above, has been executed, or satisfactorily secured, to install or construct the improvements required. Occupancy permits shall not be issued for any lots until water and sewer mains and services and street improvements have been accepted and approved by the City.

   As development occurs in Shiloh Business Park and in neighboring Subdivisions, improvements will be required on Zoo Drive and Shiloh Road to accommodate the increased traffic. As stated in Section 2.A. of this Agreement, these improvements will be per the recommendations of the Traffic Accessibility Study as approved by the City and Montana Department of Transportation.

   The cost of the traffic impact improvements on Zoo Drive and Shiloh Road adjacent to the Subdivisions will be shared equally by the properties north and south of Zoo Drive. As of the date of this Agreement and per the estimate attached hereto as Exhibit B, the cost of these improvements based on a private contract is estimated at $2,256,200.00 including all administrative, engineering, and permitting fees. The south side participation in these costs, including Shiloh Road improvements south of Zoo Drive, is $1,207,100.00. These costs will be allocated to the Shiloh Business Park and William D. Pierce Subdivisions on the basis of uniform cost per square foot of total net area. The net area of two Subdivisions is 112.568 acres or 4,903,462 square feet and therefore the off-site cost allocation is $0.2462 per square foot.

   The off-site improvement costs adjacent to the Subdivisions will be financially secured by the establishment of individual escrow accounts for each lot in the adjacent Subdivisions. The Escrow Agreements for this purpose shall be substantially in the form of Exhibit C attached hereto. At the time of each lot sale, the Escrow Agreement shall be completed and an account established for that lot. The account shall be funded in the amount calculated at $0.2462 per square foot of

the net area of the lot.

The off-site improvements will be triggered at various stages of the development as it occurs and as updated traffic studies recommend the needs. The attached plans included in Exhibit D shall be used as a guideline to the phased sequence of off-site improvements on Shiloh Road and Zoo Drive. Funds will be drawn from the escrow accounts for these improvements by the City. If, in the future, off-site improvement costs exceed the current estimated amount, the lots in the Subdivision may be subject to additional assessments. Subdivider and City agree that the escrow accounts are intended for and shall be maintained for the funding of improvements "adjacent" to the Subdivision as estimated in the items shown in Exhibit A and as depicted in the phase plans shown in Exhibit C.

Increased development in this area and also in west and northwest Billings will require revisions and improvements to Zoo Drive and the east-bound access roads within the Shiloh Interchange. City and Subdivider agree that the cost of these improvements should be shared by a much larger influence area, possibly through the creation of a West End Transportation District. Subdivider agrees to waive the right to protest the creation of a West End Transportation District.

6. The Subdivider does not desire to commence development of all the lots within the Subdivision, but does desire to file the approved final plat of Shiloh Business Park Subdivision and to sell and convey lots in said Subdivision in phases. In accordance with the foregoing, the Subdivider and the City agree as follows:

   A. Prior to filing of the final plat, the Subdivider will enter into Private Contract No. 441 for the Phase I infrastructure improvements.

      As used herein, the Phase I lots to be served by the initial private contract are more particularly described as follows:

      > Lots 1 through 4, inclusive in Block 1; and Lots 1 through 5 and Lots 9 through 11, inclusive in Block 2; all in Shiloh Business Park Subdivision, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (12 lots total).

   B. The remaining improvements will be installed in one or more phases by the Subdivider in the future. The Subdivider agrees not to sell or convey any lots in the Subdivision to be served by the future phase improvements, and the Subdivider further acknowledges that no building permits for lots within the future phase shall be issued until escrow accounts have been established and funded and/or a private contract has been executed and necessary funding

guarantees have been provided and/or a Special Improvement District has been created and bonds sold for the construction and installation of the public improvements to serve said lots, and to provide necessary access and traffic circulation for the traffic generated by those lots. As used herein, the lots to be served by the said future phase improvements are more particularly described as follows:

> Lots 6 through 8, inclusive in Block 2; all in Shiloh Business Park Subdivision, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (3 lots total).

Pursuant to the foregoing escrow and improvement requirement agreements, the Subdivider shall execute and record the Declaration of Restriction on Transfers and Conveyances, attached hereto as Exhibit E, for all said lots, to be recorded concurrently with the recording of this Agreement. Said Declaration notifies all third parties that said lots may not be legally sold, conveyed or transferred until a Release executed by the City of Billings and substantially in the form of Exhibit F attached hereto has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a Certificate substantially in the form of Exhibit G attached hereto has been executed by the Department of Public Works stating that the above conditions have been met, which Certificate must accompany any request for a Release. By the acceptance and recording of the Agreement, the City does hereby authorize the Department of Public Works, and the Mayor and City Clerk of the City, to review any request for release and to execute such Certificates and Releases as may be necessary to evidence a release from the restriction against sale, conveyance, and transfer of lots in the Subdivision.

The foregoing provisions shall not restrict the Subdividers' right to sell and convey, as one unit, all lots in the Subdivision, nor shall the requirements for installation of improvements become effective as a result thereof provided, however, that such sale shall be subject to the restrictions herein provided against the transfer of individual lots until the conditions set forth above have been met.

7. 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 owners specifically agree that they are waiving valuable rights and do so voluntarily.

8. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings by a requirement that the contractor must guarantee improvements for a period of one year after final acceptance by the City.

9. 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.

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

11. 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.

12. 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.

13. 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"

SHILO 47 LLP,
a Montana Limited Liability Partnership

By: Donald Bottrell

Its: Partner

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 15th day of January, 2002, before me, a Notary Public for the State of Montana, personally appeared Donald Bottrell, known to me to be the Partner of SHILO 47 LLP, who signed the foregoing instrument and acknowledged to me that he/she executed the same. Witness my hand and seal the day and year herein above written.

Kevan Buyan

Notary Public for the State of Montana
Printed Name: Kevan Buyan
Residing at Billings, Montana
My commission expires 9/2/05

This Agreement is hereby approved and accepted by the City of Billings, this 11th day of February, 2002.

"CITY"
THE CITY OF BILLINGS
MONTANA

By Charles F. Tooley
Mayor

CITY OF BILLINGS * YELLOWSTONE COUNTY, MONTANA * SEAL

Attest Marita Herold
City Clerk

Approved as to Form Brent Brooks
City Attorney

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 11th day of February, 2002, before me, a Notary Public for the State of Montana, personally appeared Charles F. Tooley and Marita Herold known to me to be the Mayor and City Clerk, respectively of the City of Billings, Montana, whose names are subscribed to in the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

SUSAN A. SHUHLER NOTARIAL SEAL STATE OF MONTANA

Susan A Shuhler
Notary Public for the State of Montana
Printed name: Susan A. Shuhler
Residing at ~~Billings~~ Bridger, Montana
My commission expires 3/28/05

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WAIVER OF RIGHTS TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and sole owners of the hereinafter described property does hereby waive its right to protest the creation of one or more concurrent or sequential Special Improvement Districts for the following purpose or purposes:

> Construction of streets, curbs, gutter, survey monuments, street name signs, traffic control devices, sanitary sewer lines, water lines, street lights, street light energy, street light maintenance, sidewalks, storm drain system, either within or without the area, and other improvements incident to the above which the City of Billings may require within Shiloh Business Park Subdivision.

The Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned is a party and shall run with the land and shall be binding upon the undersigned, its 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, to-wit:

> All of Shiloh Business Park Subdivision, according to the plat thereof on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana.

WAIVER signed and dated this 15th day of January, 2002.

"SUBDIVIDER"

SHILO 47 LLP,
a Montana Limited Liability Partnership

By: Ronald Bottrell

Its: Partner

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 15th day of January, 2002, before me, a Notary Public for the State of Montana, personally appeared Donald Bottrell, known to me to be the partner of SHILO 47 LLP, who signed the foregoing instrument and acknowledged to me that he/she executed the same. Witness my hand and seal the day and year herein above written.

Kevan Bryan

Notary Public for the State of Montana
Printed Name: Kevan Bryan
Residing at Billings, Montana
My commission expires 9/2/05

D:\Project\00089\dwg\Shiloh-Park-Display.dwg Wed Jan 02 11:03:33 2002 Andres Himiob

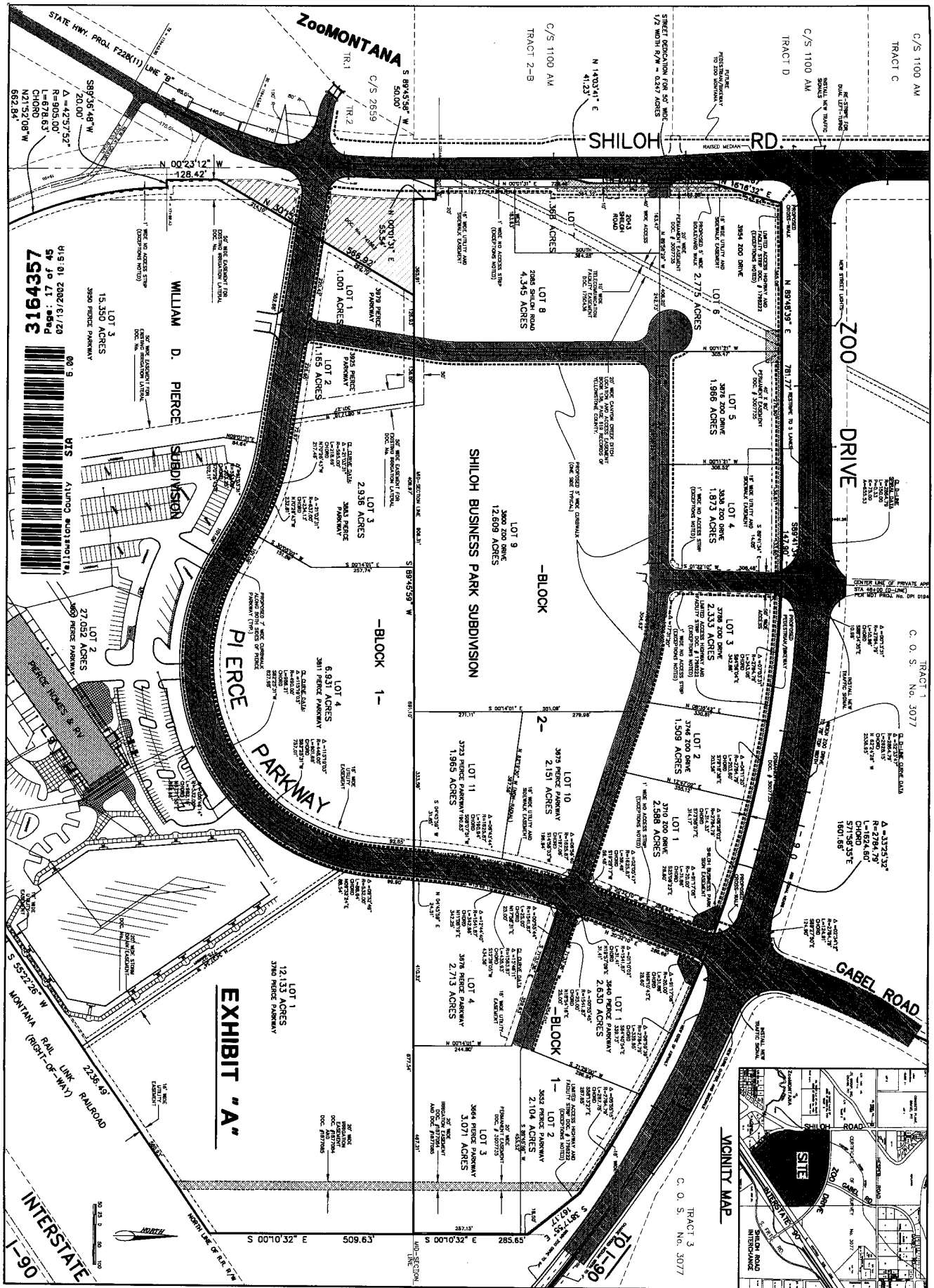


Exhibit "B"

ENGINEERING, INC.
Consulting Engineers and Land Surveyors

13-Apr-01
Shiloh and Zoo total est
00089

Engineer's Estimate of Probable Cost
For
Zoo Drive and Shiloh Road Improvements

To Provide Pavement Widening and Drainage Improvements on Zoo Drive and Shiloh Road, Signalize three intersections, provide raised median on Shiloh Road, provide street lighting on both roadways and improve intersection geometricsaccommodate future traffic conditions.

ALL ITEMS ARE COMPLETE IN PLACE

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Street Improvements		
101	1	LS	Mobilization and Insurance	@ $50,000.00 / LS =	$50,000.00
102	1	LS	Clearing and Grubbing	@ $30,000.00 / LS =	$30,000.00
103	1,800	LF	Remove Existing Fence	@ $5.50 / LF =	$9,900.00
104	1,800	LF	New Fence	@ $3.25 / LF =	$5,850.00
105	2,445	CY	Strip and Stockpile Topsoil (6")	@ $3.00 / CY =	$7,335.00
106	1,300	CY	Unclassified Excavation	@ $9.00 / CY =	$11,700.00
107	48,290	CY	Embankment	@ $13.00 / CY =	$627,770.00
108	1,470	SY	Remove Existing Asphalt	@ $3.50 / SY =	$5,145.00
109	900	LF	Standard Curb and Gutter	@ $19.00 / LF =	$17,100.00
110	1,185	LF	Median Curb	@ $18.00 / LF =	$21,330.00
111	8,250	CY	1 1/2 " Base Gravel - Roadway	@ $20.00 / CY =	$165,000.00
112	2,984	TN	Asphalt Surface - Roadway - Type B Mod.	@ $35.00 / TN =	$104,440.00
113	179.0	TN	Asphalt Oil - Roadway - 85-100	@ $220.00 / TN =	$39,380.00
114	410	GL	Tack Oil	@ $10.00 / GL =	$4,100.00
115	40	CY	1 1/2 " Base Gravel - Median - 4"	@ $100.00 / CY =	$4,000.00
116	37	TN	Asphalt Surface - Median	@ $150.00 / TN =	$5,550.00
117	2.3	TN	Asphalt Oil - Median	@ $220.00 / TN =	$506.00
118	216	LF	Realign Existing Irrigation Ditch	@ $6.00 / LF =	$1,296.00
119	24	LF	18" CSP	@ $25.00 / LF =	$600.00
120	252	LF	18" RCP	@ $30.00 / LF =	$7,560.00
121	3	EA	18" RCP Flared End Section	@ $375.00 / EA =	$1,125.00
122	87	LF	8'x12' Concrete Box Culvert	@ $850.00 / LF =	$73,950.00
123	1	EA	8'x12' Sloped End Section	@ $851.00 / EA =	$851.00
124	1	LS	8'x12' Inlet Headwall with Irrigation Access. and Conn.	@ $40,000.00 / LS =	$40,000.00
125	550	LF	36" Drainage Pipe	@ $35.00 / LF =	$19,250.00
126	550	LF	4" Concrete Sidewalk	@ $6.00 / LF =	$3,300.00
127	1	LS	Traffic Control	@ $70,000.00 / LS =	$70,000.00
			Subtotal - Street Improvements	=	**$1,327,038.00**

Signing, Striping,and Signal Improvements

201	28	CY	Structural Concrete Pole Foundations	@	$400.00	/ CY	=	$11,200.00
202	370	LF	Conduit 2 1/2" Rigid - Trench	@	$11.00	/ LF	=	$4,070.00
203	640	LF	Conduit 2 1/2" Rigid - Push	@	$16.50	/ LF	=	$10,560.00
204	800	LF	Conduit 2" Rigid - Trench	@	$7.50	/ LF	=	$6,000.00
205	670	LF	Conduit 2" Rigid - Push	@	$14.00	/ LF	=	$9,380.00
206	280	LF	Conduit 1 1/2" Rigid - Trench	@	$10.00	/ LF	=	$2,800.00
207	860	LF	Conduit 1 1/2" Rigid - Push	@	$13.00	/ LF	=	$11,180.00
208	3,500	LF	Conduit 1 1/2" PVC - Trench	@	$4.00	/ LF	=	$14,000.00
209	31	EA	Pull Box Concrete - Type 1	@	$250.00	/ EA	=	$7,750.00
210	18	EA	Pull Box Concrete - Type 3	@	$450.00	/ EA	=	$8,100.00
211	1,760	LF	Cable, Copper, 12c, No. 14 AWG	@	$1.70	/ LF	=	$2,992.00
212	1,540	LF	Cable, Copper, 5c, No. 14 AWG	@	$1.50	/ LF	=	$2,310.00
213	650	LF	Cable, Copper, 3c, No. 14 AWG (PPB)	@	$0.60	/ LF	=	$390.00
214	980	LF	Cable, Copper, 3c, No. 14 AWG (Opticom)	@	$0.60	/ LF	=	$588.00
215	260	LF	Cable, Copper, 3c, No. 14 AWG (PEC)	@	$0.60	/ LF	=	$156.00
216	6,800	LF	Cable, Copper, 2c, No. 12 AWG (Loop Leads)	@	$0.70	/ LF	=	$4,760.00
217	7,200	LF	Conductor Copper, #10 AWG (Lighting & Ground)	@	$0.40	/ LF	=	$2,880.00
218	780	LF	Conductor Copper, #6 AWG	@	$0.60	/ LF	=	$468.00
219	11,800	LF	Conductor Copper, #8 AWG	@	$0.50	/ LF	=	$5,900.00
220	1	EA	Signal Std. 20 ft Mast Arm Type 2a	@	$5,000.00	/ EA	=	$5,000.00
221	4	EA	Signal Std. 35-40 ft Mast Arm Type 3a	@	$7,000.00	/ EA	=	$28,000.00
222	3	EA	Signal Std. 35-50 ft Mast Arm Type 3a	@	$7,000.00	/ EA	=	$21,000.00
223	1	EA	Signal Std. 50 ft Mast Arm Type 2a	@	$5,500.00	/ EA	=	$5,500.00
224	2	EA	45' Mast Arm	@	$3,000.00	/ EA	=	$6,000.00
225	1	EA	Relocate Signal Std. - Type 3a	@	$2,500.00	/ EA	=	$2,500.00
226	4	EA	Light Std. W/15' Mast Arm 40' Mount	@	$2,000.00	/ EA	=	$8,000.00
227	11	EA	Light Std. W/18' Mast Arm 40' Mount	@	$2,000.00	/ EA	=	$22,000.00
228	2	EA	Remove and Reset Light Standards	@	$200.00	/ EA	=	$400.00
229	1	EA	Controller Cabinet "P"	@	$9,000.00	/ EA	=	$9,000.00
230	1	EA	Controller Cabinet Pedestal "P"	@	$900.00	/ EA	=	$900.00
231	2	EA	Controller Cabinet "M"	@	$8,000.00	/ EA	=	$16,000.00
232	2	EA	Controller Cabinet Pedestal "M"	@	$850.00	/ EA	=	$1,700.00
233	3	EA	Install Controller Cabinets and Field Wiring	@	$850.00	/ EA	=	$2,550.00
234	3	EA	8-Phase Traconex Controller	@	$5,000.00	/ EA	=	$15,000.00
235	3	EA	Opticom Pre-emption Controller	@	$6,500.00	/ EA	=	$19,500.00
236	3	EA	Install Emergency Pre-emption	@	$250.00	/ EA	=	$750.00
237	9	EA	Luminaire - 250w - High Pressure Sodium	@	$250.00	/ EA	=	$2,250.00
238	15	EA	Luminaire - 400w - High Pressure Sodium	@	$275.00	/ EA	=	$4,125.00
239	38	EA	12x12x12 Traffic Signal Indicator	@	$1,500.00	/ EA	=	$57,000.00
240	8	EA	Pedestrian Signal Indicator - 12" Symbols	@	$850.00	/ EA	=	$6,800.00
241	17	EA	Pre-formed Loops - 6'x6'	@	$650.00	/ EA	=	$11,050.00
242	69	EA	Pre-formed Loops - 6'x10'	@	$700.00	/ EA	=	$48,300.00
243	3	EA	Type C Power Supply	@	$1,300.00	/ EA	=	$3,900.00
244	8	EA	Pedestrian Push Buttons	@	$300.00	/ EA	=	$2,400.00
245	20	EA	Remove Signs and Salvage	@	$35.00	/ EA	=	$700.00
246	233	SF	Signs - Sheet Alum. High Intensity	@	$20.00	/ SF	=	$4,660.00
247	450	LB	Posts - Tubular Steel - Sq. Perf.	@	$4.50	/ LB	=	$2,025.00
248	9	EA	3" Sq. Perf. Breakaway Device	@	$180.00	/ EA	=	$1,620.00
249	17	EA	Flexible Surface Mount Delineator	@	$90.00	/ EA	=	$1,530.00
250	53	GL	Striping - 4" Epoxy - Yellow	@	$42.00	/ GL	=	$2,226.00
251	42	GL	Striping - 4" Epoxy - White	@	$35.00	/ GL	=	$1,470.00
252	60	GL	Striping - 8" Epoxy - White	@	$35.00	/ GL	=	$2,100.00
253	4	GL	Striping - 24" Epoxy - White	@	$35.00	/ GL	=	$140.00
254	16	GL	Striping - 24" Epoxy - Yellow	@	$42.00	/ GL	=	$672.00
255	435	LF	Striping - 24" 3M Tape - White	@	$18.50	/ LF	=	$8,047.50
256	1,760	SF	Striping - Words and Symbols - 3M Tape - White	@	$13.50	/ SF	=	$23,760.00
257	12	GL	Curb Marking Paint - Yellow	@	$30.00	/ GL	=	$360.00
258	2,400	LF	Obliterate Pavement Markings - Paint	@	$0.80	/ LF	=	$1,920.00
			Subtotal - Signing, Striping, and Signal Improvements				=	**$456,339.50**

Total Construction Costs	=	**$1,783,377.50**
Construction Contingency (10%)	=	**$178,337.75**
Total Cost of Construction Improvements	=	**$1,961,715.25**

Administrative Costs If Done By Private Contract

Engineering and Design	$127,511.49
Construction Engineering and Staking	$127,511.49
Quality Control and Testing	$29,425.73
Geotechnical Engineering Services	$10,000.00
Subtotal - Engineering and Construction Management	**$294,448.71**
Total Cost of Project	**$2,256,163.96**

EXHIBIT "C"

ESCROW AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 200_, by and between _____("Purchaser"), whose address for purposes of this Agreement is _____, **AMERICAN TITLE & ESCROW,** a Montana corporation ("American Title"), of 1216 16th Street West, Alpine Village No. 21, Billings, Montana 59102, the **CITY OF BILLINGS, MONTANA** ("City"), c/o City Engineer's Office, 510 North Broadway, 4th Floor, Billings, Montana 59101, and **SHILO 47, L.L.P.,** a Montana limited liability partnership ("Seller"), with offices at _____, Billings, MT 59101.

* * * * * * * * * *

1. Seller has agreed to sell and convey unto Purchaser all of its right, title and interest in and to certain real property in Shiloh Business Park Subdivision, commonly known as the Shiloh Business Park (the "Subdivision"), which real property is more particularly described as follows (the "Purchaser's Lot"):

> Lot __, Block __, of Shiloh Business Park 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. _____.

2. In connection with the development of the Subdivision, certain public improvements (the "Improvements") must be made within or adjacent to the Subdivision in accordance with Article 5 of that certain Subdivision Improvements Agreement between Seller and the City dated the ___ day of _____, 2001, and recorded the ___ day of _____, 2001, under Document No. _____, records of Yellowstone County, Montana (the "SIA"); and

3. Pursuant to Article 5 of the SIA, Seller has agreed that an amount equal to the total estimated cost per square foot of the Improvements multiplied by the total square footage of Purchaser's Lot ("Estimated Costs"), as described in the SIA, with respect to any lot in the Subdivision will be deposited into a separate interest bearing account for the benefit of Purchaser to be held in escrow with American Title; and

4. American Title has agreed to act as escrow agent for the purposes of receiving the above-referenced funds and disbursing the same for payment of future SID assessments upon formation of one or more such districts, or for the payment of one or more private contract costs of constructing the Improvements contemplated by the SIA in the event an SID is not formed, which funds will be obtained, held and disbursed by American Title in accordance with the terms of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

1. **Escrowed Funds.** Purchaser shall deposit the Estimated Costs in the amount of _____ Dollars ($_____) (the "escrowed funds") into escrow with American Title in an interest bearing account under Purchaser's Federal Identification Number #_____, for the benefit of Purchaser and the City (the "Escrow Account") at the closing of the sale of the Purchaser's Lot, by Seller to Purchaser. The escrowed funds amount is based upon Estimated Costs of $00.2462 per square foot on the _____ square feet of land contained within the Purchaser's Lot. The escrowed funds deposited into the Escrow Account will be held and disbursed by American Title in accordance with the provisions of paragraphs 4, 5 and 6 below.

2. **Seller's Obligation Terminated.** From and after the date of this Agreement, Seller shall have no further obligation or liability for the Estimated Costs, or the construction and/or payments for the Improvements, or any future SID assessments, relating to the Purchaser's Lot.

3. **Purpose of Escrow Arrangement.** American Title agrees that it shall receive and hold the escrowed funds in the Escrow Account, for the benefit of Purchaser and the City, and shall make disbursements or payments to the City and/or Purchaser pursuant to the provisions of paragraphs 4, 5 and 6 below.

4. **Payments from Escrow.** Upon receipt of a written authorization from Purchaser and the City for payments in connection with actual SID assessments or private contracts for construction of the Improvements, American Title shall disburse the escrowed funds as follows:

(a) If one or more special improvement districts are created, the escrowed funds shall be paid by American Title to the City for application to the actual assessments for the Improvements against the Purchaser's Lot.

(b) In the event one or more special improvement districts for the Improvements is not or cannot be created, then the amounts held on deposit in the Escrow Account shall be applied toward payment under one or more private contracts for construction of the Improvements attributable to the Purchaser's Lot in accordance with the SIA.

5. **Interest on the Escrowed Funds.** Interest accrued on the escrowed funds shall be paid to Purchaser in annual disbursements on the first day of December of each year, until such time as final disbursement is made pursuant to paragraph 6 below.

6. **Additional Assessments; Return of Excess.** If the actual amount of the special improvement district assessments for the Improvements is greater than the escrowed funds held in the Escrow Account with respect to the Purchaser's Lot, then the City shall levy said difference against the Purchaser's Lot. If the Improvements are constructed by one or more private contracts and the actual amount of the private contracts for the Improvements attributable to the Purchaser's Lot is greater than the escrowed funds held in the Escrow Account with respect to the Purchaser's Lot, then the Purchaser shall be responsible for said difference. If the actual amount of the special

improvement district assessments or the private contracts for the Improvements is less than the escrowed funds held in the Escrow Account, then American Title shall return such excess to Purchaser after payment of the full amount of the actual SID assessments or the private contracts, and Purchaser shall be entitled to retain such excess.

7. **Escrow Fees.** Purchaser and Seller shall share equally the costs associated with initial set-up fees of the Escrow Account, and thereafter Purchaser shall be solely responsible for all other fees, costs, taxes and expenses related to the escrowed funds and the Escrow Account and the performance of duties under this Agreement by American Title. American Title shall have a lien upon all moneys, papers and properties held by it in connection herewith for any fees, costs, or expenses, due American Title hereunder.

8. **Scope of Agreement.** This Agreement governs only the deposit of the escrowed funds relating to the Purchaser's Lot by Purchaser into escrow with American Title, the disbursement of those funds for payment of actual SID assessments or private contracts, if any, related to the Improvements, to or for the benefit of Purchaser's Lot, and the annual disbursement of interest accrued on the escrowed funds to Purchaser. Other than the matters specifically addressed herein, this Agreement shall not supersede or modify the terms and covenants of the SIA, nor shall any party other than those executing this Agreement be entitled to claim the benefits of this Agreement. No payment made under this Agreement with respect to a private contract for all or any portion of the Improvements shall be evidence of the performance of said private contract, either wholly or in part, and no payment or disbursement by American Title shall be construed to be an acceptance by either Purchaser or the City of defective work or improper materials pursuant to such private contract.

9. **Rights and Duties of American Title.** It is expressly understood between the parties hereto that American Title is to be considered as a depository and agent to collect, hold and disburse the escrowed funds only, and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution, or validity of any instructions or authorizations for payment relating to said escrowed funds, nor as to the identity, authority or rights of any person executing such written authorization. American Title assumes no responsibility, nor is it to be held liable, as to the condition of title to the Purchaser's Lot involved herein, nor as to any assessments, liens or encumbrances against the Purchaser's Lot, except with respect to liens or encumbrances arising from the negligence or willful misconduct of American Title with reference to its obligations and duties under this Agreement.

10. **Disputes.** In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and conflicting demands being made in connection with the escrowed funds and the Escrow Account, and disbursements therefrom, American Title shall be entitled at its option to refuse to comply with said conflicting demands so long as such disagreement shall continue. In so refusing, American Title may also refuse to deliver any moneys, papers or property involved in or affected by this escrow, and shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, American Title shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement settling their differences and shall have notified American

Title in writing of such agreement, or (b) the rights of the parties have been duly adjudicated by a court of competent jurisdiction, except that nothing herein shall be construed to require American Title to institute any litigation to determine the rights of the parties hereto.

In the event of any disagreement between the parties hereto, or if conflicting demands or claims are made upon American Title by the parties hereto or interested herein or by any other party, American Title shall have the right to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the funds held in connection herewith. Purchaser and the City shall be jointly and severally liable to American Title for any and all attorney's fees, costs, and disbursements incurred by American Title in connection herewith, and upon demand shall forthwith pay the same to American Title. The liability of Purchaser and the City for reimbursement for the amount of such attorney's fees, costs and disbursements paid to American Title shall be governed by the provisions of paragraph 12 below.

11. Default; Remedies. The failure of any party to perform its obligations under the terms of this Agreement shall constitute a default hereunder. In the event of any such default, and the failure of the defaulting party to cure the same within ten (10) days after written notice thereof by the non-defaulting party or parties, then such non-defaulting parties may:

(a) Commence a suit or suits in equity or at law, including without limitation an action for the specific performance of any covenant or agreement contained herein; or

(b) Commence a suit or suits for damages arising from the failure to perform any covenant or agreement contained herein; or

(c) Pursue enforcement of any other appropriate legal or equitable remedies.

12. Attorney Fees and Costs. In the event it becomes necessary for any party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, to give any notice required herein with respect to any default, or to reimburse American Title for any attorney's fees, costs or disbursements it may incur pursuant to paragraph 10 above, then the prevailing party or parties shall be entitled to payment or reimbursement for reasonable attorney's fees, costs and expenses, from the party or parties who do not prevail.

13. Notices. Any notice required under this Agreement shall be served on all other parties either personally or by certified mail, return receipt requested, addressed to the party to be served at the following address:

Purchaser: _____
_____
_____

American Title:	1216 16th Street West Alpine Village No. 21 Billings, Montana 59102 ATTN: _____
City:	c/o City Engineer's Office 510 North Broadway 4th Floor Billings, Montana 59102 ATTN: Public Works Director
Seller:	Shilo 47, L.L.P. _____ _____

A party wishing to change its designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice.

14. Amendments; Waiver. No amendments or modifications to this Agreement, or of any provisions contained herein, shall be binding or enforceable unless the same shall be in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement. Any waiver or failure to enforce the terms of this Agreement by any of the parties hereto shall not constitute a waiver by said parties of the right to enforce or compel performance with respect to any continuing or subsequent default hereunder.

15. Headings. The headings used herein are for convenience only, and shall not be construed as part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

16. Binding Effect. The covenants, agreements and all statements in this Agreement shall inure to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first above written.

"Purchaser"

By: _____
Its: _____
Federal Tax Identification No. _____

"American Title"
AMERICAN TITLE INSURANCE COMPANY

By: _____
Its: _____

"City"
CITY OF BILLINGS, MONTANA

By: _____
Its: _____

"Seller"
SHILO 47, L.L.P.

By: _____
Its: _____
Federal Tax Identification No. _____

KCS:jm21724.021

SUBDIVISION IMPROVEMENTS AGREEMENT
EXHIBIT "D"

Zoo Drive and Shiloh Road Construction Phases

B1 – Shiloh Road and Pierce Parkway Intersection

The intersection of Shiloh Road and Pierce Parkway, including lane separations and transition tapers would be constructed in conjunction with the construction of Pierce Parkway, which is scheduled to be built in Summer 2001. As illustrated, these improvements would include moving the existing gravel access 175-ft south of the intersection.

B2 – Phase I Construction

The first phase of improvements on Zoo Drive also would be constructed in conjunction with the construction of Pierce Parkway. These improvements would include construction of the Gabel Road and Pierce Parkway approaches to full future width with associated signing and pavement markings. Because the side streets initially would be controlled by 'Stop' signs, the southbound approach would have a temporary pavement marking layout allowing only one southbound lane. Some pavement widening at the northeast corner of the intersection would be required to match the width of the new Gabel Road cross-section.

B3 – Phase II Construction

It is anticipated that the second phase of construction would occur when signal warrants are met at the Zoo Drive-Gabel Road-Pierce Parkway intersection. This phase would involve installing a traffic signal designed for the existing three-lane layout on Zoo Drive with accommodations made for the future widening of Zoo Drive to five lanes. With signal installation, the southbound Gabel Road approach should be re-striped to allow two southbound lanes.

B4 & 5 – Phase III Construction

With continuing development south of Zoo Drive, the third phase of construction would be to widen Zoo Drive and re-stripe for a five-lane cross section. Additional signal heads would be installed at the traffic signal at Gabel Road to match the new five-lane section.

B6 – Five-Lane to Three-Lane Transition

When Zoo Drive is widened to five lanes, a striped transition would need to be constructed between the new five-lane section and the existing three-lane section between the I-90 ramp intersections, if improvements to the interchange have not been made by this time.

B7 – Phase IV Construction

It is anticipated, depending on the rate of development build-out, that the fourth phase of construction would occur when signal warrants are met at the intersection of Zoo Drive and Shiloh Road. A traffic signal would be constructed to match the existing lane configuration on Shiloh Road but would be designed to accommodate the future widening of Shiloh Road.

B8 – Phase V Construction

Phase five construction would involve the widening of Shiloh Road to allow dual southbound left-turn lanes and associated upgrades to the traffic signal. This phase of construction most likely would occur in conjunction with an overall Shiloh Road widening project. Shiloh Road is targeted for widening north of Zoo Drive in the next 3-5 years.

Also shown with this phase is the installation of a raised median south of Zoo Drive. The raised median is needed to prevent left-turn movements into the drive approach between Lots 6 and 7 of Shiloh Business Park Subdivision. The installation of the median should coincide with development of the lots and therefore could be required prior to full widening of Shiloh Road.

B9 – Shiloh Interchange Improvements

Future demand likely will require additional capacity for through traffic across the I-90 interchange structure and additional capacity for southbound left-turns onto the eastbound ramp. This could be accommodated by adding an additional northbound through lane and dual southbound left-turn lanes. To accommodate the dual left-turn movement, signalization of the ramps would be required and the eastbound on-ramp would need to be widened along with an appropriate merging section.

B10 – Shiloh Interchange Alternate

An alternate design for improving southbound to eastbound capacity on the I-90 interchange includes constructing a cloverleaf in the southwest quadrant of the interchange. By removing the left-turn movement from the traffic signal phasing, a considerable amount of "green time" is left available for northbound and southbound through traffic.

SHILOH ROAD AND PIERCE PARKWAY INTERSECTION

PROVIDE FUTURE LANE CONFIGURATION AND TAPER TO EXISTING ROADWAY

NEW 24' GRAVEL ACCESS ROAD

175.0'

85.0'

140.0'

100' R

175'

80' R

R=60'

R=50'

NORTH

SCALE 1" = 30'

CAD
DATE 1/20/02
REVISIONS

APPROVED BY
QUALITY ASSURANCE

SCALE 1"=30'
FILE: Shilsplan
PROJECT NO.: 000089
SHEET 1 OF 1 SHT

"SHILOH BUSINESS PARK"

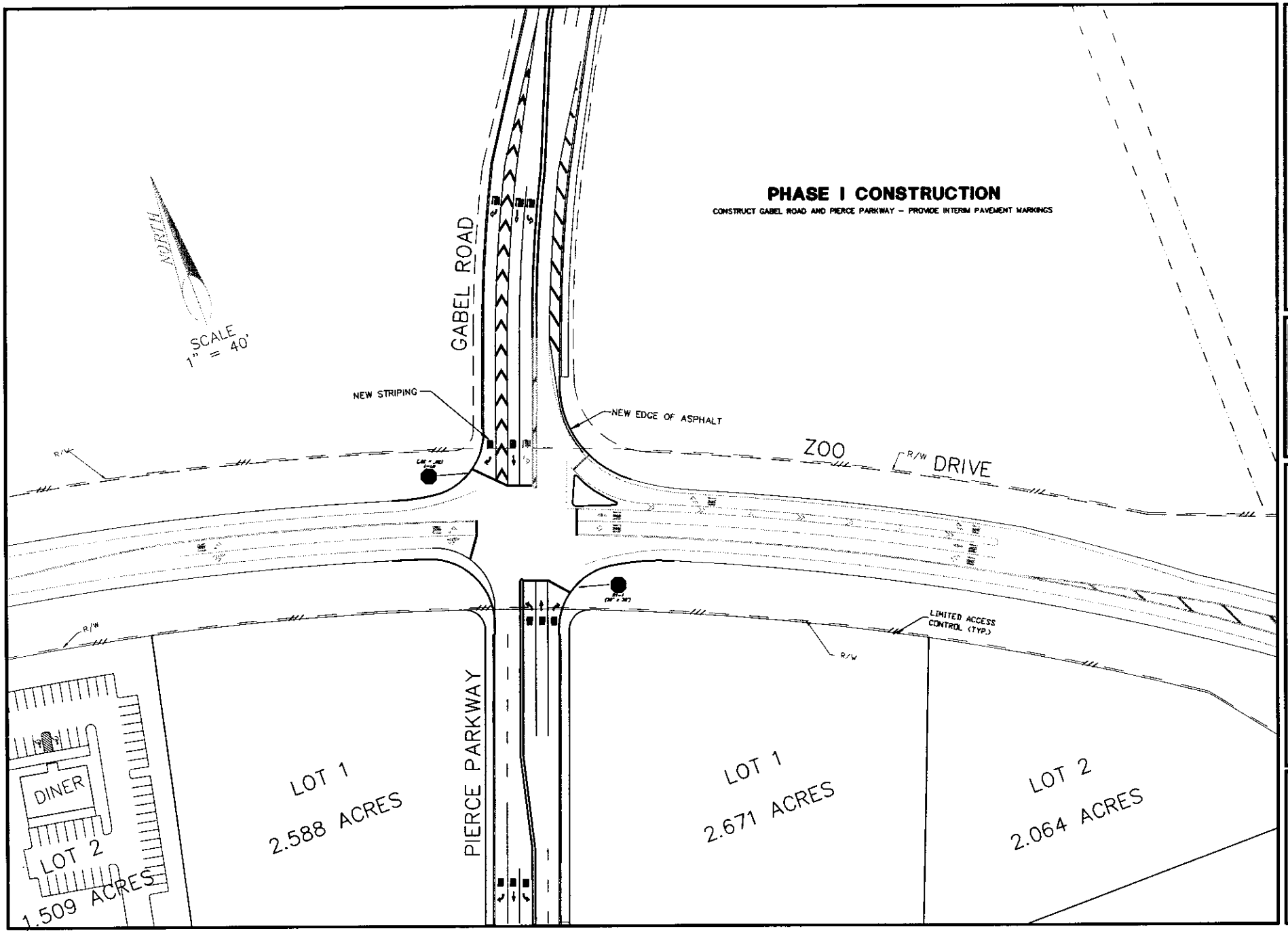
TRACT 5, CERTIFICATE OF SURVEY No. 2969 AND TRACT 1, CERTIFICATE OF SURVEY No. 3080
BILLINGS, MONTANA

SHILOH ROAD AND PIERCE PARKWAY INTERSECTION

ENGINEERING, INC.
Consulting Engineers and Land Surveyors
Suite 200 Creekside
908 South 24th St. West - P.O. Box 8345
Billings, MT 59108-1345
(406) 656-5295 Fax (406) 656-0967

3164357
Page: 29 of 45
02/13/2002 10:51A
Yellowstone County SIA 5.00

3164357
Page: 30 of 45
02/13/2002 10:51A
Yellowstone County SIA 5.00



ENGINEERING, INC.
Consulting Engineers and Land Surveyors
Suite 200 Overlander
300 South 23rd St. West - P.O. Box 1545
Billings, MT 59103-1545
(406) 245-3258 Fax (406) 656-0987

"SHILOH BUSINESS PARK"
TRACT 5, CERTIFICATE OF SURVEY No. 2988 AND TRACT 1, CERTIFICATE OF SURVEY No. 3080
BILLINGS, MONTANA

INTERIM STRIPING LAYOUT – 2001 CONSTRUCTION ACTIVITY

C.A.D.
DATE: 4/18/01
REVISIONS:
APPROVED BY:
QUALITY ASSURANCE:
SCALE: 1"=40'
FILE: SHBSP01sp
PROJECT NO.: 00089
SHEET 02 OF 010

PHASE II CONSTRUCTION

INSTALL SIGNAL AT GABEL ROAD AND ZOO DRIVE INTERSECTION AND RESTRIPE FOR ADDITIONAL SOUTHBOUND LANE ON GABEL ROAD

"SHILOH BUSINESS PARK"

TRACT 8, CERTIFICATE OF SURVEY No. 2996 AND TRACT 1, CERTIFICATE OF SURVEY No. 3050
BILLINGS, MONTANA

INSTALL SIGNAL AT GABEL ROAD AND ZOO DRIVE

CAD DWG: ...
DRAWING: 11/01/01
APPROVED BY:
QUALITY ASSURANCE:
SCALE: 1"=40'
FILE: SHLPKPlan
PROJECT NO.: 00089
SHEET 8.3 OF 8.10

ENGINEERING, INC.
Consulting Engineers and Land Surveyors
Suite 200 Creekside
601 South 24th St. West - P.O.Box 81345
Billings, MT 59104-1345
(406) 656-5255 Fax (406) 656-0967

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Page: 32 of 45
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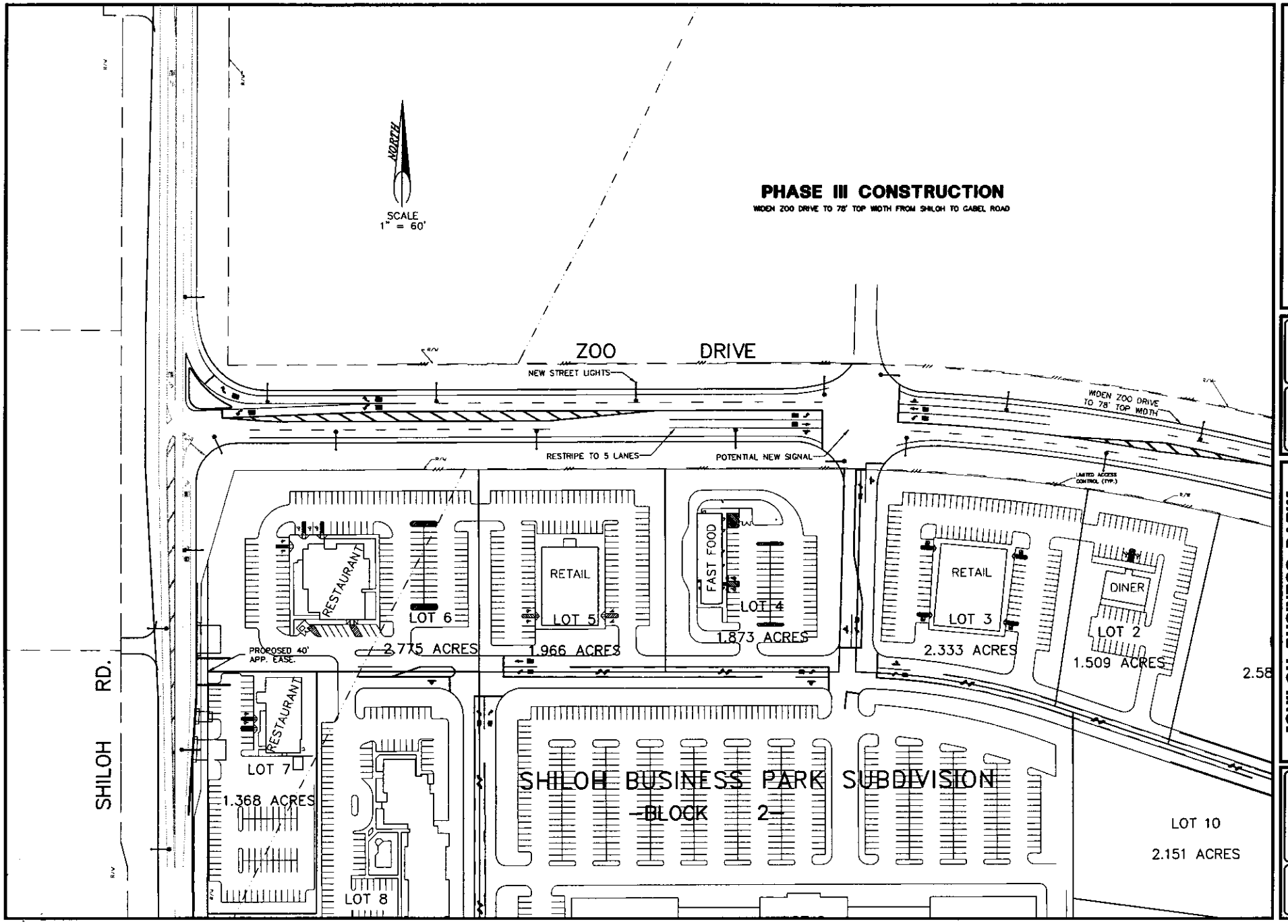
Yellowstone County SIA 5.00



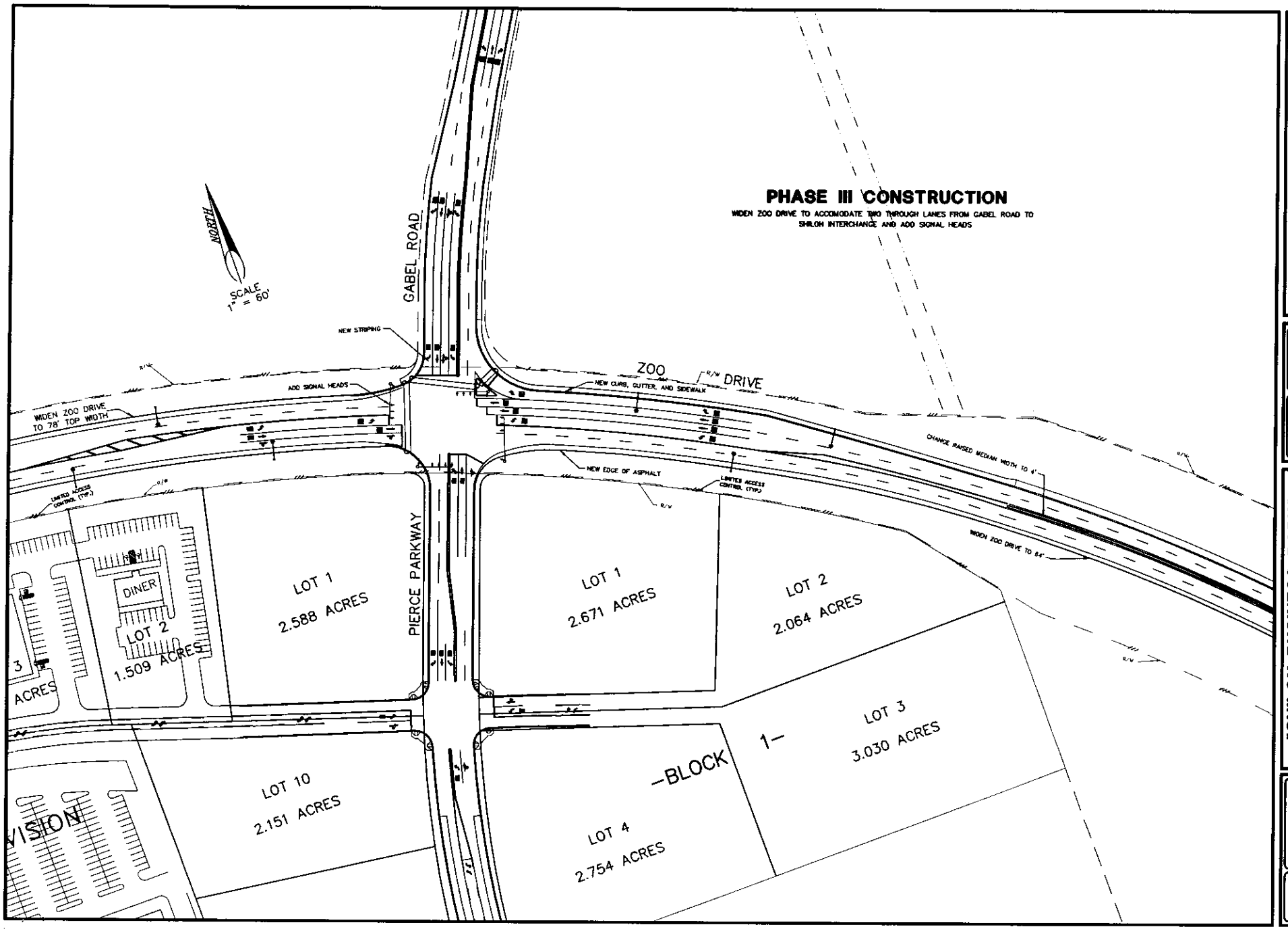
ENGINEERING, INC.
Consulting Engineers and Land Surveyors
Suite 200 Grand Avenue
406 North 31st Street - P.O. Box 1345
Billings, MT 59103-1345
(406) 256-3255 Fax (406) 256-0987

"SHILOH BUSINESS PARK"
TRACT A, CERTIFICATE OF SURVEY No. 3066 AND TRACT 1, CERTIFICATE OF SURVEY No. 3030
BILLINGS, MONTANA

WIDEN ZOO DRIVE FROM SHILOH ROAD TO GABEL ROAD

C.A.D. DATE: 4/18/01
REVISIONS:
APPROVED BY:
QUALITY ASSURANCE:
SCALE: 1"=60'
FILE: SHBPDisp
PROJECT NO.: 00089
SHEET 84 OF 810

3164357
Page: 33 of 45
02/13/2002 10:51A
Yellowstone County SIA 5.00



ENGINEERING, INC.
Consulting Engineers and Land Surveyors
Suite 205 Grandview
2822 Second Avenue North - P.O. Box 1345
Billings, MT 59103-1345
(406) 656-3295 Fax (406) 656-0967

"SHILOH BUSINESS PARK"
TRACT B, CERTIFICATE OF SURVEY No. 2998 AND TRACT 1, CERTIFICATE OF SURVEY No. 3050
BILLINGS, MONTANA

WIDEN ZOO DRIVE FROM GABEL ROAD TO SHILOH INTERCHANGE

C.A.D.
DATE: 4/16/01
REVISIONS: 11/6/01

APPROVED BY:
QUALITY ASSURANCE:

SCALE: 1"=60'
FILE: ShBPDfsp
PROJECT NO: 00098
SHEET 85 OF 819

5-LANE TO 3-LANE TRANSITION

TAPER FULL 5-LANE CONFIGURATION ON ZOO DRIVE TO EXISTING 3-LANE ON SHILOH INTERCHANGE

"SHILOH BUSINESS PARK"

TRACT B, CERTIFICATE OF SURVEY No. 2998 AND TRACT 1, CERTIFICATE OF SURVEY No. 3080
BILLINGS, MONTANA

5-LANE TO 3-LANE TRANSITION

CAD DRAWING: 4/22/02

SCALE: 1"=40'

FILE: Shilohdwg

PROJECT NO.: 02009

SHEET 8A OF 8A

APPROVED BY:

QUALITY ASSURANCE:

ENGINEERING, INC.
Consulting Engineers and Land Surveyors
Suite 200 Crestview
1001 South 24th St. West - P.O. Box 81345
Billings, MT 59108-1345
(406) 656-5295 Fax (406) 656-0967

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Yellowstone County SIA
5.00

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5.00
SIA
Yellowstone County

REST

SCALE
1" = 20'

NORTH

PHASE IV CONSTRUCTION

INSTALL SIGNAL AT SHILOH ROAD AND ZOO DRIVE INTERSECTION

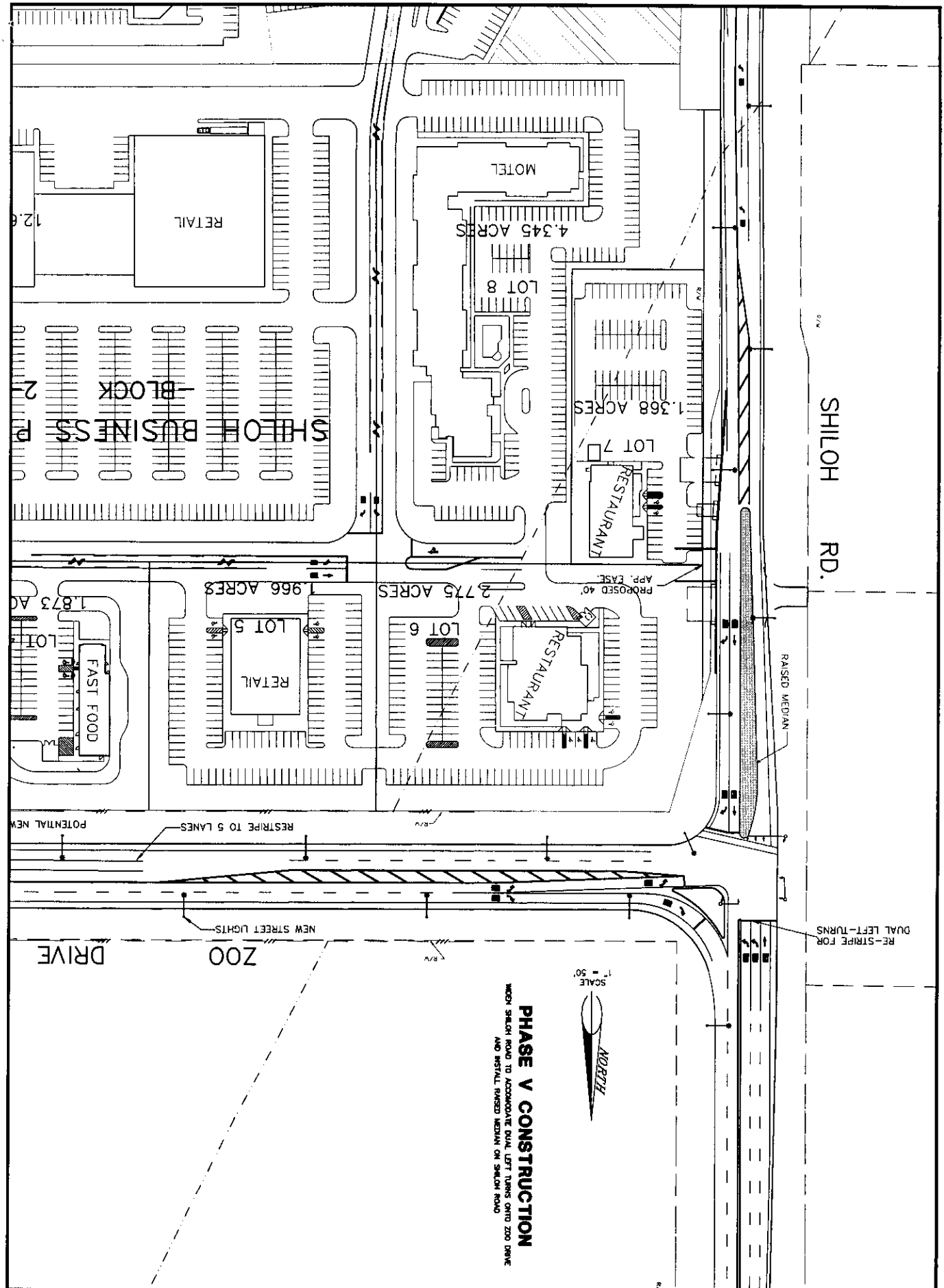
CAD DWG FILENAME
DATE 1/20/01
APPROVED BY
QUALITY ASSURANCE
SCALE 1"=20'
FILE SHILOHPH4
PROJECT NO. 00009
SHEET 1 OF 1 SHTS

"SHILOH BUSINESS PARK"

TRACT B, CERTIFICATE OF SURVEY No. 2998 AND TRACT 1, CERTIFICATE OF SURVEY No. 3050
BILLINGS, MONTANA

INSTALL SIGNAL AT SHILOH ROAD AND ZOO DRIVE

ENGINEERING, INC.
Consulting Engineers and Land Surveyors
Suite 200 Creekside
1001 South 24th St. West - P.O. Box 1345
Billings, MT 59101-1345
(406) 656-5255 Fax (406) 656-0967



"SHILOH BUSINESS PARK"

TRACT 5, CERTIFICATE OF SURVEY No. 2966 AND TRACT 1, CERTIFICATE OF SURVEY No. 3080
BILLINGS, MONTANA

WIDEN ZOO DRIVE FROM SHILOH ROAD TO GABEL ROAD

ENGINEERING, INC.
Consulting Engineers and Land Surveyors
Suite 200 Crawford
808 South 24th St. West - P.O. Box 1345
Billings, MT 59808-1345
(406) 656-5295 Fax (406) 656-0967

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Yellowstone County SIA

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Page: 37 of 45
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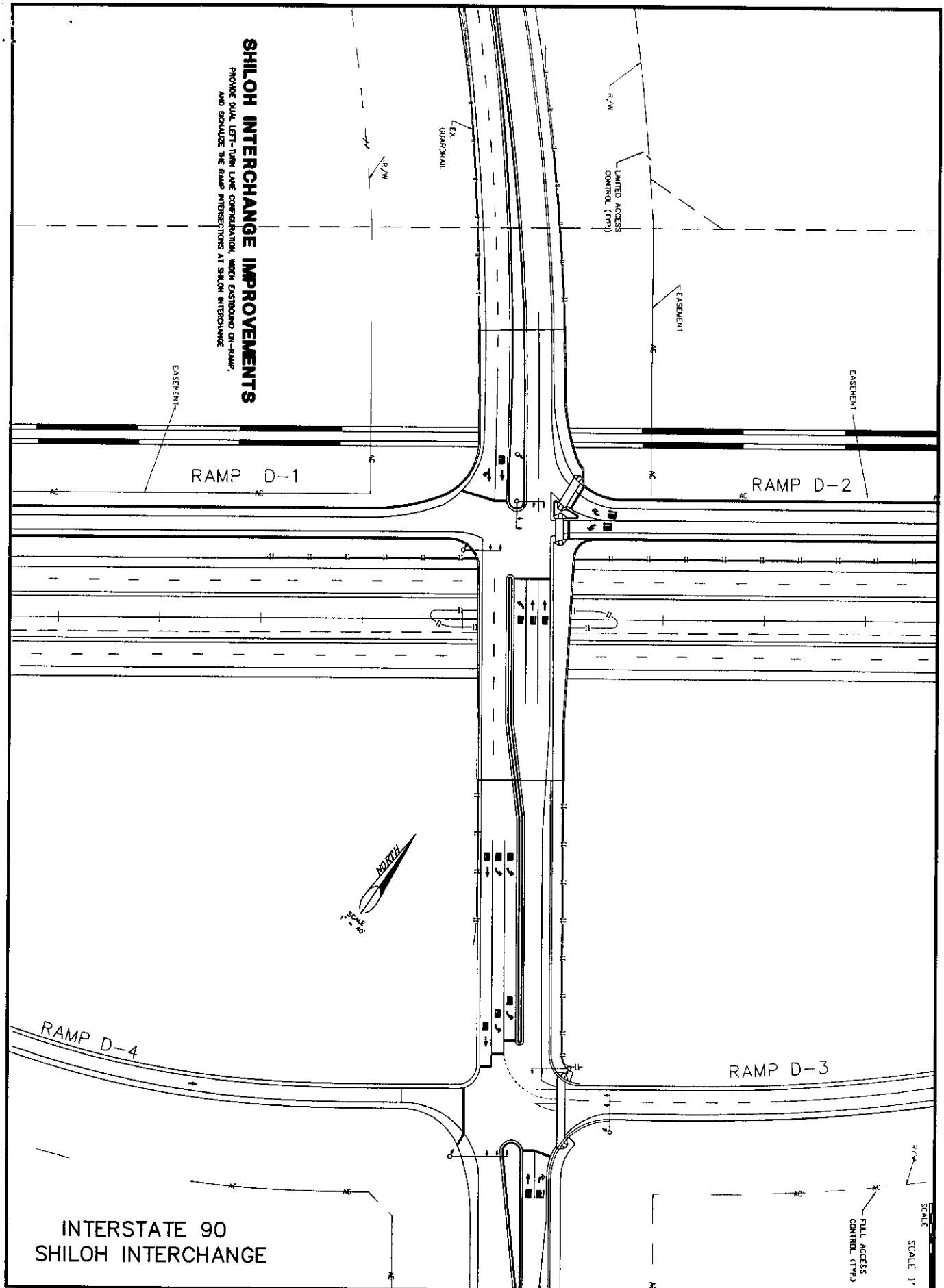
Yellowstone County SIA
5.00



"SHILOH BUSINESS PARK"
TRACT 5, CERTIFICATE OF SURVEY No. 2998 AND TRACT 1, CERTIFICATE OF SURVEY No. 3080
BILLINGS, MONTANA

SHILOH INTERCHANGE IMPROVEMENTS

ENGINEERING, INC.
Consulting Engineers and Land Surveyors
Suite 200 Creekside
1001 South 24th St. West - P.O. Box 8345
Billings, MT 59108-1345
(406) 656-5295 Fax (406) 656-0967

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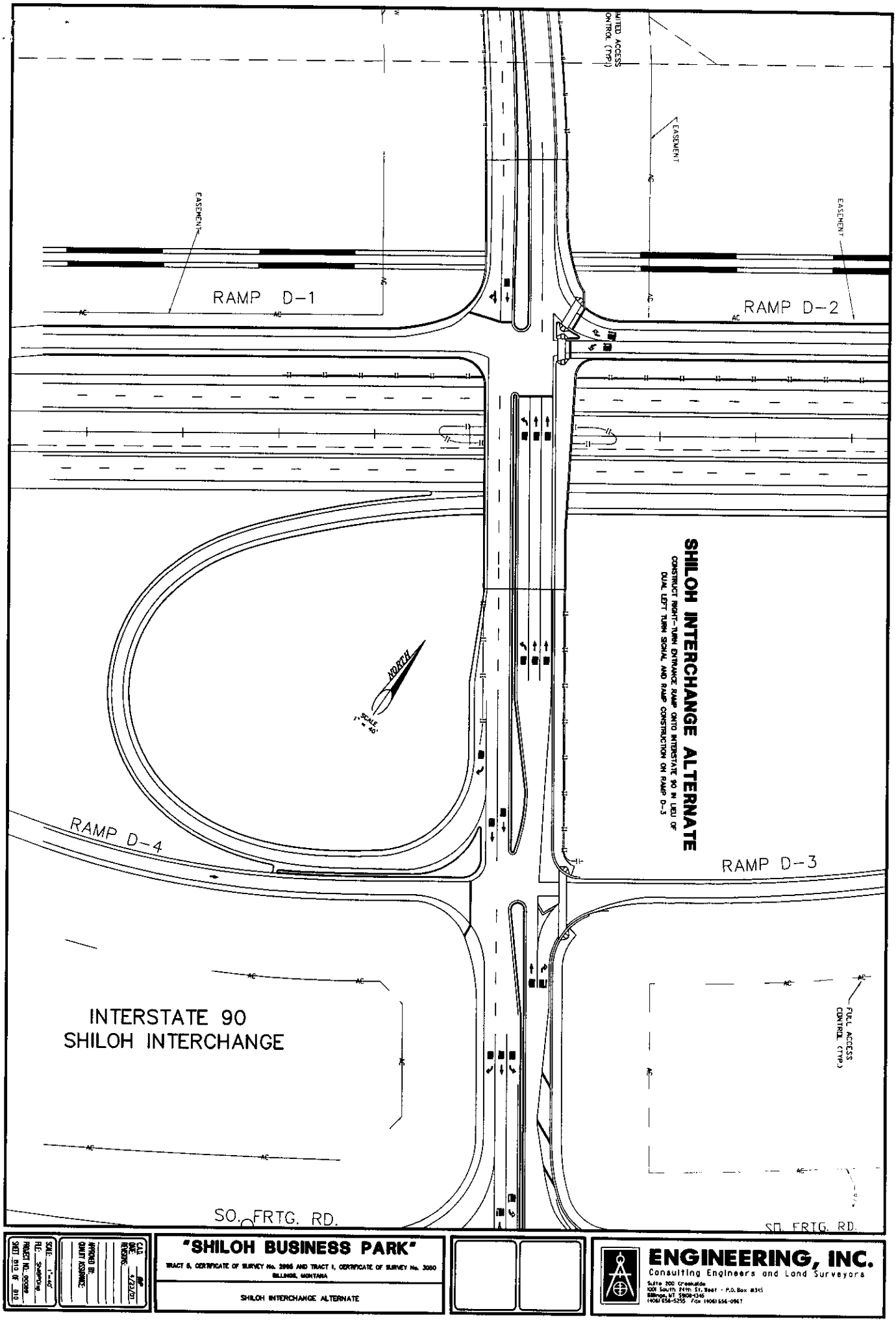
5.00
Yellowstone County SIA



"SHILOH BUSINESS PARK"
TRACT 6, CERTIFICATE OF SURVEY No. 2995 AND TRACT 1, CERTIFICATE OF SURVEY No. 3050
BILLINGS, MONTANA

SHILOH INTERCHANGE ALTERNATE

ENGINEERING, INC.
Consulting Engineers and Land Surveyors
Suite 200 Creekside
1001 South 24th St. West - P.O. Box 1345
Billings, MT 59104-1345
(406) 656-5255 Fax (406) 656-0967

EXHIBIT "E"

DECLARATION OF RESTRICTION ON TRANSFERS AND CONVEYANCES IN SHILOH BUSINESS PARK SUBDIVISION

THIS DECLARATION OF RESTRICTION ON TRANSFERS AND CONVEYANCES IN SHILOH BUSINESS PARK SUBDIVISION is made this 15 day of January, 2002, by SHILO 47, L.L.P., a Montana limited liability partnership, hereinafter referred to as "Declarant."

* * * * * * * * * *

1. The Declarant is the owner of all of the lots in Shiloh Business Park 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. _____, hereinafter referred to as the "Subdivision."

2. In connection with the filing of the plat for the Subdivision, Declarant and the City of Billings executed a certain Subdivision Improvements Agreement dated _____, 2001, and filed on the _____ day of _____, 2001, under Document No. _____, in the office of the Yellowstone County Clerk and Recorder, which Subdivision Improvement Agreement (the "SIA") contains a restriction against the sale, conveyance or transfer of any lot in the Subdivision until such time as an Escrow Agreement is executed and an escrow account is created and funded, to provide for the installation and construction of required public improvements.

3. In order to more fully evidence the restriction against sale, conveyance or transfer of any individual lot in the Subdivision and to give third parties notice of such restriction, Declarant is executing and recording this Declaration of Restriction on Transfers and Conveyances in Shiloh Business Park Subdivision.

* * * * * * * * * *

NOW, THEREFORE, Declarant for itself, and its successors and assigns, does hereby declare:

1. Except as hereinafter provided, Declarant hereby declares that none of the following-described lots shall be sold, transferred or conveyed to any third party unless and until a Release has been executed and recorded in accordance with the provisions hereinafter appearing:

Phase I:

Establishment and Funding of Escrow Accounts

Lots 1 through 4, inclusive in Block 1, and Lots 1 through 5 and Lots 9 through 11, inclusive in Block 2, all in Shiloh Business Park Subdivision, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, (12 lots total).

Proposed Future Phases:

Establishment and funding of escrow accounts and/or execution of private contract and providing necessary funding guarantees; and/or creation of a Special Improvements District and sale of bonds.

Lots 6 through 8, inclusive in Block 2; all in Shiloh Business Park Subdivision, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (3 lots total).

2. The purpose and intent of this Declaration is to restrict the sale, transfer or conveyance of each lot until such time as an escrow account for such lot is created and funded, for the purpose of providing a fund for the construction and installation of certain public improvements required by the SIA which by reference hereto is hereby incorporated herein.

3. A Release of one or more lots, but not all of the above-described lots, may be executed and recorded, from time to time, in accordance with the following provisions, and upon the recording of said Release, the restriction contained herein with respect to the lot or lots described in said Release shall be deemed canceled and terminated, and of no further force and effect.

4. Upon compliance with the requirement of establishing an escrow account for a lot under an Escrow Agreement established for that lot, in the form attached to the SIA as Exhibit "C," to fund the construction and installation of certain public improvements which serve and/or benefit that lot directly or indirectly, as specified above, a Release for that lot, in substantially the form attached to the SIA as Exhibit "F" and a Certificate for that lot, in substantially the form attached to the SIA as Exhibit "G," shall be executed by the City of Billings, pursuant to the provisions contained in Article 5 of the SIA. The execution and recording of said Release shall be deemed conclusive evidence to all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance or transfer of said lot has been removed. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTION AGAINST ANY SUCH SALE, CONVEYANCE OR TRANSFER, AND OF THE TERMS AND CONDITIONS OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT THE CITY OF BILLINGS MAY ENFORCE ANY AND ALL LEGAL RIGHTS

AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.

5. The terms, conditions and restriction contained herein shall not preclude or restrict the ability of the Declarant to (a) sell, convey and transfer all of the above-described lots as one unit or group, to a third party, parties or entities; provided, however, that such sale shall be subject to this Declaration and the lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a Release in the form attached to the SIA as Exhibit "F," and a Certificate, in the form attached to the SIA as Exhibit "G" has been executed as provided herein; or (b) enter into sale and purchase agreements for individual lots; provided, however, that a deed or other conveyance document shall not be delivered to the prospective buyer nor shall be closing under any such sale and purchase agreement occur until such time as a Release in the form attached to the SIA as Exhibit "F" and a Certificate, in the form attached to the SIA as Exhibit "G" covering the affected lot has been executed, and an Escrow Agreement in the form attached to the SIA as Exhibit "C" has been executed and an escrow account appurtenant to such lot has been established and funded.

6. The terms and conditions of this Declaration shall run with the land, and shall be binding upon and shall inure to the benefit of the Declarant, the City of Billings, and their respective successors and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

SHILO 47, L.L.P.

By: Donald Buttrell
Its: General Partner

STATE OF MONTANA)
: ss
County of Yellowstone)

This instrument was acknowledged before me on January 15, 2002, by Donald Buttrell, as a General Partner of Shilo 47, L.L.P.

Jillene Malmstrom
(Printed or Typed Name of Notary Public)
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires: 5-15, 2005

(SEAL)

EXHIBIT F

RELEASE

SHILOH BUSINESS PARK SUBDIVISION

THIS RELEASE, made this _____ day of _____, 2002, by the undersigned, **SHILO 47, LLP**, a Montana Limited Liability Partnership, and **THE CITY OF BILLINGS**, a municipal corporation.

WHEREAS, the hereinafter described real property is subject to that certain Declaration of Restriction on Transfers and Conveyances (the "Declaration") dated _____, 2002, and recorded _____, 2002, under Document No. _____, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, said real property is also subject to the terms of that certain Subdivision Improvements Agreement by and between the undersigned dated _____, 2002, and recorded _____, 2002, under Document No. _____, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, in accordance with the provisions of said Subdivision Improvements Agreement and the Declaration, escrow accounts have been established and funded and/or a private contract has been executed and necessary funding guarantees have been provided and/or a Special Improvement District has been created and bonds sold, as the case may be, providing for the installation and construction of all required public improvements to serve the hereinafter described real property.

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby declare and agree that all restrictions and conditions contained in said Declaration are hereby released and discharged, and shall be of no further force and effect, as the same relate to the following real property situated in Yellowstone County, Montana:

> Lot(s) _____, Block _____, in Shiloh Business Park Subdivision, in the City of Billings, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of said County, under Document No. _____.

IN WITNESS WHEROF, the parties have executed this Release as of the day and year first above written.

SHILO 47, LLP,
a Montana Limited Liability Partnership

_____
Partner

_____
Partner

_____
Partner

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 2002, before me, a Notary Public for the State of Montana, personally appeared _____, _____ and _____, known to me to be three partners of SHILO 47, LLP, a Montana Limited Liability Partnership, which executed the foregoing instrument and acknowledged to me that they executed the same.

_____
Notary Public for the State of Montana
Printed name:_____
Residing at Billings, Montana
My commission expires _____

CITY OF BILLINGS, MONTANA

By _____
Mayor

By _____
City Clerk

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this _____ day of _____, 2002, 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, and acknowledged to me that they executed the same on behalf of the City of Billings.

_____
Notary Public for the State of Montana
Printed Name:_____
Residing in Billings, Montana
My Commission Expires _____

EXHIBIT G

CERTIFICATE

SHILOH BUSINESS PARK SUBDIVISION

The undersigned, the duly authorized representative of the Department of Public Works, City of Billings, Montana, does hereby certify that escrow accounts have been established and funded and/or a private contract has been executed and necessary funding guarantees have been provided and/or a Special Improvement District has been created and bonds sold, to construct and install the public improvements required to serve the following described property in Yellowstone County, Montana:

> Lot(s) _____, Block _____, in Shiloh Business Park Subdivision, in the City of Billings, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of said County, under Document No. _____.

This certificate is being executed to show compliance with the terms of that certain Subdivision Improvements Agreement dated _____, 2002, by and between SHILO 47, LLP, and the CITY OF BILLINGS, and that certain Declaration of Restriction on Transfers and Conveyances dated _____, 2002, covering Shiloh Business Park Subdivision and to provide the basis for the execution and recording of a Release from the terms of said Declaration pursuant to the terms of said Agreements.

Dated this ___ day of _____, 2002.

DEPARTMENT OF PUBLIC WORKS,
CITY OF BILLINGS, MONTANA

By _____

Title _____

Return to:

_____
_____
_____
_____

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

SHILOH BUSINESS PARK SUBDVISION

This AMENDMENT is made and entered into this _____ day of _____, 2022 (the "**Amendment**), by the undersigned SHILO 47 LLP, a Montana Limited Liability Partnership, whose address for the purpose of this Amendment is PO Box 80667, Billings, MT 59108-0667, ("**Subdivider**"), and THE CITY OF BILLINGS, a municipal corporation, Billings, Montana, (the "**City**").

WITNESSETH

WHEREAS, the hereinafter described real property is subject to the terms of that certain Subdivision Improvements Agreement (as amended and/or modified, the "**Subdivision Improvements Agreement**") by and between the undersigned dated January 15, 2002, and recorded February 13, 2002, under Document No. 3164357, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, the Subdivision Improvements Agreement contains Exhibit A, which depicts a conceptual private road which was not a requirement of final plat approval and was inappropriately included in the recorded Subdivision Improvements Agreement; and

WHEREAS, the Subdivider's plan to develop said real property does not include this non-required, conceptual private road, and Subdivider and the City desire to amend the Subdivision Improvements Agreement to remove Exhibit A from the Subdivision Improvements Agreement.

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

1. Site Plan. Exhibit A to the Subdivision Improvements Agreement is hereby deleted in its entirety and shall have no binding effect on Subdivider.

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

3. Attorneys' Fees. In the event it becomes necessary for either party to this Amendment to retain an attorney to enforce any of the terms or conditions of this Amendment 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.

4. Modification. Except as modified by this Amendment, the terms and conditions of the Subdivision Improvements Agreement remain unchanged and in full force and effect. Any further amendments or modifications of the Subdivision Improvements 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 the Subdivision Improvements Agreement. In the event of a conflict in the terms and conditions of the Subdivision Improvements Agreement and this Amendment, the terms and conditions of this Amendment shall control.

[Signatures Follow.]

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

"SUBDIVIDER"

SHILO 47 LLP, a Montana limited liability Partnership

By: _____
Name: James R. Bennett
Title: Managing Partner

STATE OF MONTANA)
) ss.
County Of Yellowstone)

On this 22nd day of September, 2022, before me, Heidi Crane, a Notary Public for the state of Montana, personally appeared James R. Bennett, known to me to be the Managing Partner of Shilo 47, LLP, a _____, who is the _____ on behalf of _____, a _____, and acknowledged to me that said person executed the foregoing instrument on behalf of said _____ in its capacity as _____ on behalf of _____, a _____.

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

(SEAL)

HEIDI CRANE NOTARIAL SEAL STATE OF MONTANA

HEIDI CRANE
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
May 30, 2023

Heidi Crane
Notary Public for the state of Montana,
residing at _____
My commission expires _____

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

"CITY" CITY OF BILLINGS, MONTANA

By: _____
Name: _____
Title: _____

STATE OF MONTANA)
: ss.
County Of Yellowstone)

On this ____ day of _____, 2022, before me, _____, a Notary Public for the state of _____, personally appeared _____, known to me to be the _____ of _____, a _____, who is the _____ on behalf of _____, a _____, and acknowledged to me that said person executed the foregoing instrument on behalf of said _____ in its capacity as _____ on behalf of _____, a _____.

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

(SEAL)

_____
Notary Public for the state of _____,
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.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

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

SHILOH BUSINESS PARK SUBDVISION

(Signatures Follow.)

Signed and dated this 22nd day of September, 2022.

SHILOH 47 LLP, a Montana limited liability Partnership

STATE OF MONTANA)
: ss.
County Of Yellowstone)

On this 22nd day of September, 2022, before me, Heidi Crane, a Notary Public for the state of Montana, personally appeared James R. Bennett, known to me to be the Managing Partner of Shilo 47, LLP, a _____, who is the _____ on behalf of _____, a _____, and acknowledged to me that said person executed the foregoing instrument on behalf of said _____ in its capacity as _____ on behalf of _____, a _____.

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

(SEAL)

HEIDI CRANE NOTARIAL SEAL STATE OF MONTANA

HEIDI CRANE
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
May 30, 2023

Heidi Crane
Notary Public for the state of Montana,
residing at _____
My commission expires _____

Return to:

_____
_____
_____
_____

RELEASE

SHILOH BUSINESS PARK SUBDVISION

This RELEASE is made and entered into this _____ day of _____, 2022 (the "**Release**"), by the undersigned SHILO 47 LLP, a Montana Limited Liability Partnership ("**Subdivider**"), and THE CITY OF BILLINGS, a municipal corporation, (the "**City**").

WHEREAS, the hereinafter described real property is subject to the terms of that certain Subdivision Improvements Agreement (as amended and/or modified, the "**Subdivision Improvements Agreement**") by and between the undersigned dated January 15, 2002, and recorded February 13, 2002, under Document No. 3164357, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, said real property is also subject to that certain Declaration of Restriction on Transfers and Conveyances (the "**Declaration**") recorded February 13, 2002, and under Document No. 3164357, in the office of the Yellowstone County Clerk and Recorder; and

WHEREAS, in accordance with the provisions of said Subdivision Improvements Agreement and the Declaration, escrow amounts have been established and funded and/or private contract has been executed and necessary funding guaranties have been provided and/or a Special Improvement District has been created and bonds sold, as the case may be, providing for the installation and construction of all required public improvements to serve the hereinafter described real property, and Subdivider and the City desire to release and terminate the Transfer Restriction.

NOW THEREFORE, in consideration of the premises, the undersigned do hereby declare and agree that all restrictions and conditions contained in said Declaration relating to the sale, transfer, or conveyance of the hereinafter described real property are hereby released and discharged and shall be of no further force and effect, as the same relate to the following real property situated in Yellowstone County, Montana:

PARCEL A:

LOT 9A IN BLOCK 2 OF THE AMENDED PLAT OF LOTS 9, 10-A AND 11-A, BLOCK 2, SHILOH BUSINESS PARK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF YELLOWSTONE COUNTY, MONTANA UNDER DOCUMENT #3453246

PARCEL B:

LOTS 4, 5, 6, 7, AND 8, BLOCK 2, OF SHILOH BUSINESS PARK SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF YELLOWSTONE COUNTY, MONTANA UNDER DOCUMENT #3164356.

[Signatures Follow.]

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

"SUBDIVIDER"

SHILO 47 LLP, a Montana limited liability Partnership

By: _____
Name: James R. Bennett
Title: Managing Partner

STATE OF MONTANA)
ss.
County Of Yellowstone)

On this 22nd day of September, 2022, before me, Heidi Crane, a Notary Public for the state of Montana, personally appeared James R. Bennett, known to me to be the Managing Partner of Shilo 47, LLP, a _____, who is the _____ on behalf of _____, a _____, and acknowledged to me that said person executed the foregoing instrument on behalf of said _____ in its capacity as _____ on behalf of _____, a _____.

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

(SEAL) HEIDI CRANE NOTARIAL SEAL STATE OF MONTANA

HEIDI CRANE
NOTARY PUBLIC for the
State of Montana
Residing at: Billings, Montana
My Commission Expires
Mar. 30 2023

Heidi Crane
Notary Public for the state of Montana,
residing at _____
My commission expires _____

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

"CITY" CITY OF BILLINGS, MONTANA

By: _____
Name: _____
Title: _____

STATE OF MONTANA)
: ss.
County Of Yellowstone)

On this ____ day of _____, 2022, before me, _____, a Notary Public for the state of _____, personally appeared _____, known to me to be the _____ of _____, a _____, who is the _____ on behalf of _____, a _____, and acknowledged to me that said person executed the foregoing instrument on behalf of said _____ in its capacity as _____ on behalf of _____, a _____.

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

_____
Notary Public for the state of _____,
residing at _____
My commission expires _____

(SEAL)

City Council Regular

Date:	10/24/2022
Title:	Buffalo Crossing Subdivision - Preliminary Major Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

The Planning Board recommends the City Council conditionally approve the preliminary plat of Buffalo Crossing Subdivision and adopt the Findings of Fact as presented in the staff report.

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

On August 1, 2022, WWC Engineering, applied for preliminary major plat approval for Buffalo Crossing Subdivision. The proposed subdivision creates 80 lots for residential development. The subject property is generally located on the south side of Grand Avenue and west of Trails West Subdivision. The property is a Planned Neighborhood Development (PND) with zonings of, N3 - Suburban Neighborhood, P1 -- Parks and Open Space, NX2 -- Mixed Residential 2 (2 to 8 Units), and N2- Mid-Century Neighborhood (1 and 2 units).

VARIANCES REQUESTED

No variances from the City Subdivision Regulations have been requested.

PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety and ensure a correct turn around, prior to final plat approval, should the applicant determine to build the subdivision using phases, the applicant will provide a temporary cul-de-sac where phase one roads end. This information will be included in the SIA and shown on the plat.

2. To minimize the effects on local service, prior to final plat approval the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.

3. To protect public health and safety and ensure correct platting of a phased subdivision, prior to final plat approval should the applicant determine they will pursue a phased development they will be required to submit the correct documents for a phased subdivision.

4. 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.

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

PROCEDURAL HISTORY

- Pre-application meeting February 17, 2022
- Preliminary plat application submitted to Planning Division on August 1, 2022
- Departmental review meeting August 18, 2022
- Subdivision re-submittal August 25, 2022
- Planning Board plat review September 13, 2022
- Planning Board public hearing September 27, 2022
- Preliminary plat to City Council October 24, 2022
- 60 working-day preliminary plat review period ends October 24, 2022

PLAT INFORMATION

General location: South side of Grand Avenue and west of Trails West Subdivision

Legal Description:	Certificate of Survey 2735, Parcel 4A
Owner/Subdivider:	Buffalo Crossing, LLC
Engineer and Surveyor:	WWC Engineering
Existing Zoning:	N3, P1, NX2, N2
Existing land use:	Farmland
Proposed land use:	Residential
Gross and Net area:	33.64 acres
Proposed number of lots:	80
Lot size:	Max: 129,401 square feet/2.97 acres Min: 7,533 square feet
Parkland requirements:	Parkland dedication requirement is 2.86 acres. The applicant is proposing 3.4 acres of private parkland, maintained by the HOA.

STAKEHOLDERS

Staff gave a presentation to the Planning Board and those present at the public hearing held September 27th. Planning Board President Cook asked the board if there were any question for staff, there were no questions for staff.

Greg Reid, WWC Engineering, agent for the applicant, stood to address the board. Mr. Reid stated they are still working with the developer to the east, Trails West Subdivision, 6th Filing, to get a road connection from Buffalo Crossing through Trails West, so there will be two ways in and out of Buffalo Trail. They have the basics of the connection worked out, but the easement documents have not been finalized. There were no questions from the board for Mr. Reid.

President Cook opened the public hearing. Mr. George Jurovich stood to speak about the proposed subdivision. Mr. Jurovich owns the 1 acre parcel surrounded by the subdivision, certificate of survey 2735 parcel 4-B, just above the proposed intersection of White Clay and Snake Butte roads in the proposed subdivision. There is a 20-foot easement for access to this parcel. The applicant is showing the area east of the easement as parkland along the Birely drain with a pedestrian trail within the parkland. Mr. Jurovich felt the trail would be too close to his future driveway and there could be conflict between the driveway and the pedestrian trail.

There were no others there to address the board. The agent was asked to respond to Mr. Jurovich's concerns. Greg Reid described the proposal to have the northern portion of the trail south of where the easement for Mr. Jurovich has access to his parcel. There will be a 25-foot access easement for the Birely Drain company for maintaining the drain. Then a pedestrian trail and then it is 15 feet from the trail edge to the edge of Mr. Jurovich's driveway easement. There will be a 15-foot separation between the trail and the possible future driveway easement.

The public hearing was closed, and a motion was made to forward a recommendation of conditional approval of the proposed Buffalo Crossing Subdivision to City Council. The motion was seconded. The planning board was asked if there was any further discussion or comments. Board member Woods asked if the trail between Lots 10 and 11, Block 8 could be moved to be between Lots 11 and 12, Block 8? It was pointed out that the trail, as proposed, lines up with a future crossing of the Birely Drain and connection to a trail in Trails West from Blackberry Way. Board Member Woods stated he is always concerned about pedestrian safety and questioned if the angled trail coming out at the southeast corner of Mr. Jurovich's property and south of the end of his access easement would create any safety issues. PCSD Director Wyeth Friday clarified that the trail will be built within the easement and will connect with the trail corridor north/south along the Birely Drain and aling with the future crossing of the Drain to connect into Trails West Subdivision. There is plenty of room along the access easement for the Jurovich property to have a driveway that is safe from pedestrian/vehicle conflicts. There were no further discussion or other comments.

The Board voted unanimously to forward a recommendation of conditional approval to the City Council.

ALTERNATIVES

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on October 24, 2022. State and City subdivision regulations also require that

preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FISCAL EFFECTS

This plat will have no fiscal impacts on the City/County Planning Division.

SUMMARY

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City departments, private service/utility providers and the affected school district/s, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

Attachments

Findings of Fact
Proposed Plat
SIA Draft
Mayors Letter

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Buffalo Crossing Subdivision. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property is currently used for agricultural purposes. The subdivision has the Birely Drain along the east edge and the southern end of the subdivision. Perimeter ditches and drains shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities.

2. Effect on local services

a. **Utilities** – Water service will be provided by the City of Billings. There is a 20-inch water main in Grand Avenue. The applicant will extend the 20-inch water main in Grand Avenue to the north west corner of the proposed subdivision. As part of the plans for Buffalo Crossing Subdivision, an 8-inch water main is planned in Stockman Avenue, Buffalo Crossing. The water lines will be looped where possible within the subdivision to provide equalized water pressure. Mains and services will be approved by the Engineering Division and shall be installed in conformance with the design standards, specifications, rules and regulations of the City of Billings and Montana Department of Environmental Quality. An 8-inch water main will be extended across the Birely Drain crossing on Stockman Avenue to the Trails West Subdivision. The water main shall extend to the proposed Birely Drain right-of-way in the Trails West Subdivision. This information is within the SIA under the heading VI, Utilities.

   Sanitary sewer service will be provided by the City of Billings. The Subdivider will extend 18-inch sanitary sewer from the existing manhole located at the intersection of 60th Street West and Grand Avenue to the northwest corner of the Buffalo Crossing Subdivision. An 8-inch sanitary sewer main will be constructed in 60th Street West to connect to the sanitary main located within Grand Avenue. The gravity sanitary sewer will be constructed as far as reasonably possible within the Buffalo Crossing Subdivision and low pressure force main will service the remainder of the Subdivision. Sewer services shall be reviewed and approved and built in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. This information is within the SIA under the heading VI, Utilities.

Private utility companies will provide services to the subdivision. Eight-foot-wide easements on the lot frontage have been requested and will be provided by the subdivider for the private utility companies to install the needed infrastructure.

Stormwater – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes. A storm pond will be provided on Lot 1, Block 9 of the Subdivision for the management of all stormwater within the Subdivision to meet City requirements. This lot will be dedicated to Stormwater Control on the face of the Plat and will be dedicated to the Public. Stormwater will be discharged from the pond to the Birely Drain per agreement obtained from the Birely Drain by the Subdivider. This system has already been installed with previous private contracts. This subdivision 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 Department. A Stormwater Report will be submitted for review and approval by City Engineering at the time of individual lot development. This information is within the SIA under the heading V, Storm Drainage.
The developer will provide access easement for the Birely Drain for maintenance of the drain on the east edge of the subdivision and the southern end of the subdivision.

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

c. **Streets** – The lots within the subdivision will be served by new proposed streets. 60th Street West, Little River Loop, Buffalo Crossing Drive, Snake Butte Way, White Clay Drive, and Stockman Avenue. These streets will be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. The design section of said streets shall be submitted to, and approved by, the City Engineer prior to construction.

This new subdivision will be required to improve the southern half of Grand Avenue along the subdivision frontage. These improvements include curb and gutter on the south side of the right-of-way adjacent to the property, 10-foot-wide pedestrian trail along the south side of Grand Avenue adjacent to the Subdivision and paving necessary to construct a westbound left-turn lane at the primary access to the subdivision on Grand Avenue. Because of the uncertain grade information along Grand Avenue, these improvements may not be constructed at this time but shall, in this event, be secured by a suitable financial guarantee approved by the City of Billings. The financial guarantee shall be submitted at the time of improvements. The developer shall build a westbound left turn lane as part of the Subdivision improvements.

A traffic impact study has been completed for Buffalo Crossing Subdivision. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense. A table in the SIA

under the heading Transportation A Streets shows the required contributions to surrounding intersections.

The subdivision has an entry point off Grand Avenue at 60th Street West. Major subdivisions require two points of ingress and egress. The proposed second point of ingress and egress is Stockman Avenue that has been built though the 5th Filing of Trails West subdivision. Stockman has not been completed to the Birely Drain in Trails West, that will be completed with the 6th Filing. Stockman Avenue is identified as a collector. This subdivision will be continuing Stockman Avenue through the southern end of the subdivision. Both subdivisions are responsible for half the cost of installing a crossing over the Birely Drain. This subdivision will be built in two phases. Phase 1 will include construction of streets, 60th Street West, Little River Loop and Buffalo Crossing Drive to Lot 9 Block 1 and Lot 6, Block 3. There will be a temporary cul-de-sac turn around at the end of the road construction until the road is completed. **(Condition #1)**
Phase 2 will include the completion of Buffalo Crossing Drive, Snake Butte Way, White Clay Drive and Stockman Avenue. It will also include the crossing of Birely Drain with Stockman Avenue.
It is the subdividers intent to not phase the subdivision unless they are unable to secure an easement through Trails West Subdivision, 6th Filing. The subdivider will be pursuing an access through Trails West subdivision 6th Filing to obtain a 2nd way in and out of Buffalo Crossing Subdivision. Should this not be possible then the phasing of Buffalo Trail will take place. This plan is outlined in the SIA under the heading III Transportation 2. Roads and Access.

The Subdivider will install an 8-foot wide multi use trail along the side of the Birely Drain on the eastern side of the property. This trail will have surfacing as acceptable to the Birely Drain. Connections to the trail will be provided within the subdivision. Those connections will be built with the construction of the streets and maintained by the HOA. This is outlined in III Transportation 4, Street Construction, Widening, Multi-use Trail and Sidewalks.

The sidewalks will be installed by individual lot owners when the lots are developed. All sidewalks will be 5-foot-wide with a 5-foot-wide boulevard behind the curb.

d. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station serving this area is located at 54th St. West and Grand Ave. (Station #7). The subdivision is located within the ambulance service area of American Medical Response (AMR).

e. **Schools** –This subdivision could be developed with offices or with residential uses. School District #2 provides educational services to elementary through high school students. Schools serving these students are Meadowlark Elementary, Ben Steele Middle School, and West High School. Response from School District #2

was not received before this staff report was written. Past correspondence with School District #2 shows all these school as near maximum capacity or over.

f. **Parks and Recreation** – Residential subdivisions are required by City of Billings Subdivision Regulations to provide parkland for the residents of the subdivision. This subdivision is required to provide 2.86 acres of parkland dedication, they are proposing to provide 3.4 acres. The parks are private parks maintained by the subdivision HOA.

g. **Mail Delivery -** The United States Postal Service will provide postal service to the subdivision. Location of mail delivery boxes will need to be coordinate with the developer and the postal service. **(Condition #2)**

h. **Phasing of Development** - The applicant is proposing to develop this subdivision in phases if the secondary access easement or roadway cannot be completed with initial build out. They are proposing two phases. Those phases are outlined in the SIA under the heading, X. Phasing of Improvements. **(Condition #3)**

3. Effect on the natural environment

The subject property is currently farmland slightly sloping to the south away from Grand Avenue. Due to the potential flood waters from the Cove Creek Drainage, the main finish floor of each house is recommended to be a minimum of 18 inches above the top of curb elevation in the front of each lot. This is outlined in the SIA under the heading Property Conditions and Information for lot Purchasers, H. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the public health, safety and welfare

There will be minimal impacts to public health, safety and welfare because of this subdivision.

B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.]

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

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]

1. City of Billings 2016 Growth Policy

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

> **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8).
>
> **Home Base (healthy, safe and diverse housing options)** Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

2. 2018 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified in the plan. Stockman Avenue is identified as a collector road, it will be built to the standards of a collector through this subdivision.

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

This subdivider will be building a 10-foot-wide trail along the north edge of the subdivision along Grand Avenue.

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

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

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is located within N2 – Mid-Century Neighborhood Residential, N3 – Suburban Neighborhood Residential, NX2 – Mixed Residential 2 and P1 - Parks and Open Space zoning. The lot frontages conform to the requirements of these zonings. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

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

The subdivider will provided utility easements as requested by private utility companies on the face of the plat. There are 8-foot-wide private utility easements shown on the plat.

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

Legal and physical access is provided to the proposed lots from new roads within the proposed subdivision.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Buffalo Crossing Subdivision 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 2018 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.

- 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

It is recommended to City Council that the preliminary plat of Buffalo Crossing Subdivision, be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, October 24, 2022

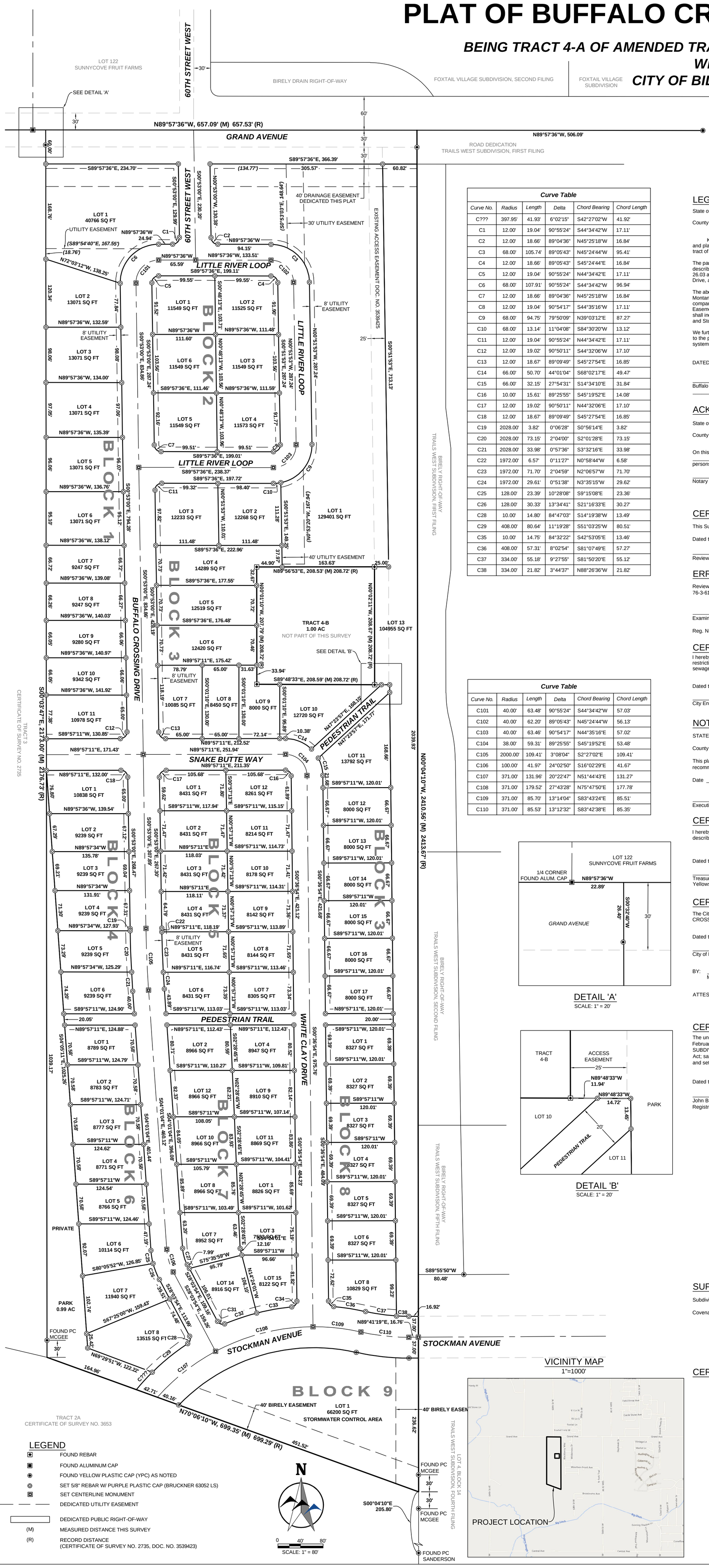
_____

William A. Cole, Mayor

PLAT OF BUFFALO CROSSING SUBDIVISION

BEING TRACT 4-A OF AMENDED TRACT 4 OF CERTIFICATE OF SURVEY NO. 2735 WITHIN N1/2 OF SECTION 5, T01S, R25E, P.M.M. CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: BUFFALO CROSSING, LLC
DATE SURVEYED: FEBRUARY 2022
PREPARED BY: WWC ENGINEERING



Curve Table					
Curve No.	*Radius*	*Length*	*Delta*	*Chord Bearing*	*Chord Length*
C???	397.95'	41.93'	6°02'15"	S42°27'02"W	41.92'
C1	12.00'	19.04'	90°55'24"	S44°34'42"W	17.11'
C2	12.00'	18.66'	89°04'36"	N45°25'18"W	16.84'
C3	68.00'	105.74'	89°05'43"	N45°24'44"W	95.41'
C4	12.00'	18.66'	89°05'43"	S45°24'44"E	16.84'
C5	12.00'	19.04'	90°55'24"	N44°34'42"E	17.11'
C6	68.00'	107.91'	90°55'24"	S44°34'42"W	96.94'
C7	12.00'	18.66'	89°04'36"	N45°25'18"W	16.84'
C8	12.00'	19.04'	90°54'17"	S44°35'16"W	17.11'
C9	68.00'	94.75'	79°50'09"	N39°03'12"E	87.27'
C10	68.00'	13.14'	11°04'08"	S84°30'20"W	13.12'
C11	12.00'	19.04'	90°55'24"	N44°34'42"E	17.11'
C12	12.00'	19.02'	90°50'11"	S44°32'06"W	17.10'
C13	12.00'	18.67'	89°09'49"	S45°27'54"E	16.85'
C14	66.00'	50.70'	44°01'04"	S68°02'17"E	49.47'
C15	66.00'	32.15'	27°54'31"	S14°34'10"E	31.84'
C16	10.00'	15.61'	89°25'55"	S45°19'52"E	14.08'
C17	12.00'	19.02'	90°50'11"	N44°32'06"E	17.10'
C18	12.00'	18.67'	89°09'49"	S45°27'54"E	16.85'
C19	2028.00'	3.82'	0°06'28"	S0°56'14"E	3.82'
C20	2028.00'	73.15'	2°04'00"	S2°01'28"E	73.15'
C21	2028.00'	33.98'	0°57'36"	S3°32'16"E	33.98'
C22	1972.00'	6.57'	0°11'27"	N0°58'44"W	6.58'
C23	1972.00'	71.70'	2°04'59"	N2°06'57"W	71.70'
C24	1972.00'	29.61'	0°51'38"	N3°35'15"W	29.62'
C25	128.00'	23.39'	10°28'08"	S9°15'08"E	23.36'
C26	128.00'	30.33'	13°34'41"	S21°16'33"E	30.27'
C28	10.00'	14.80'	84°47'03"	S14°19'38"W	13.49'
C29	408.00'	80.64'	11°19'28"	S51°03'25"W	80.51'
C35	10.00'	14.75'	84°32'22"	S42°53'05"E	13.46'
C36	408.00'	57.31'	8°02'54"	S81°07'49"E	57.27'
C37	334.00'	55.18'	9°27'55"	S81°50'20"E	55.12'
C38	334.00'	21.82'	3°44'37"	N88°26'36"W	21.82'

Curve Table					
Curve No.	*Radius*	*Length*	*Delta*	*Chord Bearing*	*Chord Length*
C101	40.00'	63.48'	90°55'24"	S44°34'42"W	57.03'
C102	40.00'	62.20'	89°05'43"	N45°24'44"W	56.13'
C103	40.00'	63.46'	90°54'17"	N44°35'16"E	57.02'
C104	38.00'	59.31'	89°25'55"	S45°19'52"E	53.48'
C105	2000.00'	109.41'	3°08'04"	S2°27'02"E	109.41'
C106	100.00'	41.97'	24°02'50"	S16°02'29"E	41.67'
C107	371.00'	131.96'	20°22'47"	N51°44'43"E	131.27'
C108	371.00'	179.52'	27°43'28"	N75°47'50"E	177.78'
C109	371.00'	85.70'	13°14'04"	S83°43'24"E	85.51'
C110	371.00'	85.53'	13°12'32"	S83°42'38"E	85.35'

DETAIL 'A'
SCALE: 1" = 20'

DETAIL 'B'
SCALE: 1" = 20'

LEGEND

- FOUND REBAR
- FOUND ALUMINUM CAP
- FOUND YELLOW PLASTIC CAP (YPC) AS NOTED
- SET 5/8" REBAR W/ PURPLE PLASTIC CAP (BRUCKNER 63052 LS)
- SET CENTERLINE MONUMENT
- DEDICATED UTILITY EASEMENT
- DEDICATED PUBLIC RIGHT-OF-WAY
- (M) MEASURED DISTANCE THIS SURVEY
- (R) RECORD DISTANCE (CERTIFICATE OF SURVEY NO. 2735, DOC. NO. 3539423)

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 within the N1/2 of Section 5, T01S, R25E, P.M.M., City of Billings, Yellowstone County, Montana, and more particularly described as Tract 4-A of Amended Tract 4, Certificate of Survey No. 2735, Document No. 3539423; said tract containing 33.64 acres in gross and 26.03 acres net, more or less, exclusive of the dedicated rights-of-way for Little River Loop, Buffalo Crossing Drive, Snake Butte Way, White Clay Drive, and the extensions of 60th Street West, Grand Avenue, and Stockman Avenue.

The above described tract of land is to be known and designated as BUFFALO CROSSING SUBDIVISION, 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. The lands designated as public right-of-way are hereby granted and dedicated to the use of the public forever shall include Little River Loop, Buffalo Crossing Drive, Snake Butte Way, White Clay Drive, and the extensions of 60th Street West, Grand Avenue, and Stockman Avenue, as shown on the plat.

We further certify that Lot 1, Block 9 will be designated as STORMWATER CONTROL AREA as shown and depicted on this plat is for dedication to the public for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing, and replacing stormwater management system over, across, under and thru the said real property.

DATED THIS _____ DAY OF _____, 2022.

_____
Buffalo Crossing, LLC
_____, Representative

ACKNOWLEDGMENTS

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 a representative for Buffalo Crossing, 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 _____

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 _____ , 2022

_____
Reviewed by

ERRORS AND OMISSIONS REVIEW

Reviewed for errors and omissions in calculations and drafting this _____ day of _____ , 2022, pursuant to section 76-3-611(2)(a), M.C.A.

_____
Examining Land Surveyor

Reg. No. _____

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 _____ , 2022

_____
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 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 _____ , 2022

_____
Treasurer, Deputy
Yellowstone County, Montana

CERTIFICATE OF CITY COUNCIL APPROVAL

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

Dated this _____ day of _____ , 2022

_____
City of Billings, Montana

BY: _____
Mayor

ATTEST: _____
City Clerk

CERTIFICATE OF SURVEYOR

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of February 2022, a survey was performed under his supervision of a tract of land to be known as BUFFALO CROSSING 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 PROF. LAND SURVEYOR

SUPPORTING DOCUMENTS

Subdivision Improvements Agreement - Document No. _____

Covenants, Conditions, and Restrictions - Document No. _____

VICINITY MAP

1"=1000'

CERTIFICATE OF FILING BY CLERK AND RECORDER

BASIS OF BEARING
Coordinate System (MT83-BLGS-IF)
Lambert Conformal Conic Projection
(Single Parallel)
North American Datum 1983(2011)

Standard Parallel & Grid Origin: 45°47'00"
Central Meridian: 108°25'00"
False Northing: 50,000m
False Easting: 200,000m
Standard Parallel Scale:1.0001515

QRTR.	SEC.	TWP.	RGE.
	5	1S	25E

BUFFALO CROSSING SUBDIVISION

JOB#: 2021-577

REVISIONS	
Date	By

WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210

Drawn By: AMR | Checked By: JPB | Date: MAY 2022 | Scale: 1" = 80'

PLOT STYLE: WWC COLOR.stb
04/15/2025 FILE PATH: K:\Billings\ISLAND_DEVELOPMENT\2021577 5900 Grand – Design And Permitting\05CAD\ReferencedSurveyCAD\2577-Plat.dwg

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

Buffalo Crossing Subdivision

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

Buffalo Crossing Subdivision

This agreement is made and entered into this ____ day of _____, 20__, by and between *Buffalo Crossing, LLC* whose address for the purpose of this agreement is **353 Old Hays Road, Hays, MT 59527**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of Buffalo Crossing Subdivision (the Subdivision), located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of *Buffalo Crossing Subdivision*; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20__, the City Council conditionally approved a preliminary plat of *Buffalo Crossing 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 Buffalo Crossing Subdivision 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

Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1101, BMCC):

1. No variances 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.

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.

H. Due to the potential flood waters from the Cove Creek Drainage, the main finish floor of each house is recommended to be a minimum of 18 inches above the top of curb elevation in the front of each lot.

I. The development is within the flood hazard zone as identified in the 2007 Planning Department Flood Study prepared by the City of Billings. Subdivider shall include consideration of this flood study within Stormwater Report and provide design considerations to direct flows to adjacent drains.

III. TRANSPORTATION

A. Streets

1. Street Construction

All internal access roads and site improvements within the Subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the Uniform Building Code, the *Stormwater Management Manual*, and other applicable City codes, rules, and regulations.

Subdivider and City agree that the required street improvements are as follows:

- Grand Avenue, Little River Loop, Buffalo Crossing Drive, Snake Butte Way, White Clay Drive, and Stockman Avenue shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. The design section of said streets shall be submitted to, and approved by, the City Engineer.
- According to the *2014 Billings Urban Area Long Range Transportation Plan Functional Classification Map*, Grand Avenue is classified as a principal arterial. The Subdivider and City agree that the development of Buffalo Crossing Subdivision will require improvements to the Grand Avenue right-of-way to include widening of the asphalt for a westbound left turn lane at the intersection with 60th Street West, curb and gutter on the south side of Grand Avenue a along the Subdivision frontage, and a 10-foot-wide pedestrian trail along the south side of Grand Avenue adjacent to the Subdivision. The improvement plans and specifications will be approved by the City Engineer and be in accordance with the City fo Billings requirements.
- A traffic impact study has been completed for Buffalo Crossing Subdivision. All required intersection improvement contributions

identified therein shall be completed by the Subdivider at the Subdivider's expense. The percent of traffic contributions to the following intersections shall be in accordance with the traffic accessibility study. The cash contributions shall be based on the percent of traffic contributions to the intersections based on the total cost of an intersection as determined by City Engineering for the year in which the contribution is made. These costs shall be submitted at the time of final platting of the Subdivision.

Intersection	Impacted Percentage
60th Street West & Grand Avenue	5.42%
56th Street West & Grand Avenue	5.08%
54th Street West & Grand Avenue	4.04%
48th Street West & Grand Avenue	3.17%

2. Roads and Access

The Subdivider Tract will be accessed from one proposed approach along Grand Avenue and a street connection to Stockman Avenue to the east. The approach shall meet current city codes and regulations. Stockman Avenue shall be constructed and extended across the entire width of Subdivider Tract from COS 3653 Parcel 2A to Trails West Subdivision, to provide a connection to the property to the southwest per the City of Billings Functional Classification Map proposed future alignment. A future development access connection will be provided to the property to the west.

Subdivider agrees that prior to final platting of Phase II, a crossing shall be constructed for the Birely Drain for Stockman Avenue connecting to the Trails West Subdivision. The Subdivider will complete this crossing through one of the following options: participation in an SID, private participation with the adjacent Trails West Subdivision, or through construction of 50% of the Birely Drain crossing. Construction of 50% of the crossing would include installation of the culvert, headwalls, wingwalls, gravel surfacing, and water main within the Birely Drain easement area. Subdivider agrees that this crossing is to be constructed prior to release of Phase II. The Subdivider will acquire an easement and construct an access road connection within the future Trails West Subdivision 6th Filing, if that Subdivision has not commenced construction within the right-of-way by the time of final platting of the Subdivision. If physical and legal access cannot be connected from Buffalo Crossing Subdivision to a roadway within Trails West Subdivision at the time of final platting, only Phase I of the Subdivision will be completed until such time that the secondary access is available.

The Subdivider agrees to complete the design, permitting, and construction of a culvert of sufficient length for a 39-foot back of curb to back of curb street plus 7-foot curb walks and 8-inch water main at the Birely Drain and Stockman Avenue crossing along the southern boundary of the Buffalo Crossing Subdivision. Said improvements shall extend to the southern edge of the constructed Birely Drain ditch. Improvements will not be extended beyond this point as it is being actively farmed. This construction will be considered 50% contribution for this crossing and no reimbursement or cash in lieu is required by the development.

3. Rights-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. Subdivider shall dedicate a 60-foot-wide half right-of-way along Grand Avenue, a 74-foot-wide right-of-way for Stockman Avenue, and 56-foot-wide rights-of-way for Little River Loop, Buffalo Crossing Drive, Snake Butte Way, White Clay Drive.

4. Street Construction, Widening, Multi-use Trail and Sidewalks

The design thickness of street improvements shall be determined from actual field tests conducted by a responsible testing laboratory. The design section shall be submitted to, reviewed by, and approved by the City Engineer.

Subdivider will be required at the time of development of Phase I to construct the widening of Grand Avenue along with curb and gutter, and a 10-foot-wide asphalt multi-use path along the frontage. Subdivider shall be responsible for the maintenance and replacement of the sidewalk and/or trail after construction.

Stockman Avenue is designated by the City as a collector street. Subdivider shall construct the extension of Stockman Avenue to City standards which will include a 39 foot wide roadway back of curb to back of curb with curb and gutter and construction of a concrete boulevard sidewalk with a minimum width of 5-feet and minimum 5-foot boulevard width along both sides of Stockman Avenue. The Birely Drain-Stockman Avenue Crossings will not have boulevards on either side of the roadway and will have a 7-foot wide sidewalk where the sidewalk is adjacent to curb with railings or acceptable slope to the City Engineering Department.

The Subdivider will install an 8-foot wide trail along the side of the Birely Drain on the eastern side of the property. This trail will have surfacing as acceptable to the Birely Drain.

A 20-foot right-of-way shall be provided by the Subdivider for the connections to the trail, adjacent to the Birely Drain right-of-way, from within the Subdivision. The proposed connections shall align with formerly provided connections within the Trails West Subdivision. The 20-foot right-of-ways shall have 8-foot concrete sidewalks constructed within them connecting to the trail adjacent to the Birely Drain.

B. Street Lighting

Construction or installation of street lights shall not be required at this time. If street lights are installed, a street light maintenance district will be formed for the entire Subdivision to accommodate maintenance of street lights. Street lights and the associated maintenance district shall be included in the waiver of right to protest.

C. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and Approved by the City of Billings Engineering Division. No traffic signals are anticipated within this subdivision.

D. Billings Area Bikeway and Trail Master Plan

The Subdivision does not have proposed future bikeway or trails included within the 2017 Update of the Bikeway + Trails Master Plan Update. A pathway connection in the subdivision is included matching the alignment with a pathway of the Trails West Subdivision to the east. Trails are also to be provided along the Birely Drain on the east side of the Subdivision and Grand Avenue along the north side of the Subdivision. The paths will be included within an HOA for maintenance by the Subdivision. All trails will be within dedicated public right-of-way or on Parkland.

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 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 secondary access road will be provided through Trails West Subdivision 6th Filing, as discussed previously. This access road shall be 30 feet in width and shall have 10 inches of 1 ½ inch minus base course with 3 inches of asphalt surfacing. This access road will be constructed prior to final platting of Phase II should the Trails West Subdivision 6th Filing not have provided their Private Contract Fee to the City of Billings to have started construction by that time. If easement for this roadway cannot be acquired, the subdivision will be phased as discussed herein.

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. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval at the time of development.

- Storm Drain. The Subdivider will manage storm drainage within Subdivision in accordance with the City of Billings Stormwater Management Manual (2018). A single storm pond will be provided on Lot 1 of Block 9 of the Subdivision for the management of all stormwater within the Subdivision to meet City requirements. This lot will be dedicated to Stormwater Control on the face of the Plat and will be deeded to the City of Billings at the time of final platting. Stormwater will be discharged from the pond to the Birely Drain per agreement obtained from the Birely Drain by the Subdivider. The Subdivider shall create an HOA for purposes of maintenance of the stormwater pond.

- Birely Drain. The Birely Drain flows along the east side of the Developer Tract. Subdivider shall obtain information from Birely Drain on access and easement requirements within the Developer Tract. As required by the Billings Stormwater Management Manual, Subdivider shall either dedicate right-of-way or provide an easement of at least 20 feet in width along the west side and north side of Birely Drain.

- Subdivider acknowledges that there exists the potential for ditches and drains to overtop during rain events, resulting in flooding to adjacent properties. The locations and rate of overtopping is unknown; however, Subdivider shall account for this potential when subdividing, constructing homes or businesses and shall use flood proofing or establish elevations and grading plans accordingly to mitigate flooding. The degree of improvements

required will depend on the character of the adjacent ditch and drain and the location of development along the ditch and drain.

- In addition, Subdivider acknowledges that there exists the potential for adjacent ditches and drains to leak contributing to seasonally high groundwater conditions within the development; seasonal high groundwater will need to be accommodated in the design of stormwater management facilities and in building construction.

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 water and sanitary sewer System Development Fee (SDF) in effect at the time each individual building permit is issued. The SDF is attached to and paid for with each building permit.

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

A. Water

The Subdivider will extend a 20-inch water main located at the intersection of 60th Street West and Grand Avenue to the northwest corner of the Subdivision for approximately 270 feet. If requested by Subdivider, City staff will forward a Compensation Agreement to City Council for consideration and approval of oversizing of the water main.

An existing water main is located in Grand Avenue and fronts a portion of the Buffalo Crossing Subdivision. The Subdivider shall be responsible to compensate the City for their proportionate share of this existing water line in Grand Avenue adjacent to the Subdivision paid at final platting of Phase I.

As part of the plans for Buffalo Crossing Subdivision, an 8-inch water main is planned in Stockman Avenue, Buffalo Crossing Drive, Snake Butte Way,

White Clay Drive, Little River Loop, and 60th Street West. Provisions shall be made for the looping of the interior Subdivision water mains. Said mains and services will be approved by the Engineering Division and shall be installed in conformance with the design standards, specifications, rules and regulations of the City of Billings and Montana Department of Environmental Quality. An 8-inch water main will be extended across the Birely Drain crossing on Stockman Avenue to the Trails West Subdivision and to the property to the south of Buffalo Crossing Subdivision. The water main shall extend to the proposed east right of way line of the Birely Drain in the Trails West Subdivision and to the edge of the Birely Drain ditch on the south Stockman Avenue crossing. Both of the Stockman Avenue crossings may have reimbursement agreements completed by the Subdivider, if they so choose.

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

B. Sanitary

The Subdivider will extend 18-inch sanitary sewer from the existing manhole located at the intersection of 60th Street West and Grand Avenue to the west boundary of the Buffalo Crossing Subdivision. If requested by Subdivider, City staff will forward a Compensation Agreement to City Council for approval of oversizing of the sanitary sewer. Subdivider may submit a reimbursement agreement in accordance with the City's Rules and Regulations Governing Water and Wastewater Service.

Developer shall be responsible to compensate the City for their proportionate share of the existing sanitary sewer main in Grand Avenue east the intersection of Grand Avenue and 60th Street West paid at final platting of Phase I.

An 8-inch sanitary sewer main will be constructed on 60th Street West to connect to the sanitary main located within Grand Avenue. The gravity sanitary sewer will be constructed as far as reasonably possible within the Buffalo Crossing Subdivision and low-pressure force main will service the remainder of the Subdivision. Said mains and services will be approved by the Engineering Division and shall be installed in conformance with the design standards specifications, rules and regulations of the City of Billings and Montana Department of Environmental Quality.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be placed or in designated easements outside of the right-of-way and shall be installed

underground prior to surface improvements. The location of all such facilities shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Subdivision and Platting Act covers the park dedication requirement. Paragraph (1) calls for park area to be 11 percent of the land proposed to be subdivided into parcels of one-half acre or smaller. The required Parkland Dedication for Buffalo Crossing Subdivision is 2.86 acres. Parkland dedications in the amount of 3.40 acres are depicted on the face of the Plat as PRIVATE PARK. The proposed parks are to be maintained by a Private HOA set up by the Subdivider.

VIII. IRRIGATION

With the development of Buffalo Crossing Subdivision, the Subdivider and City agree that the irrigation ditch currently running along the north side of the property shall be perpetuated. Any improvements to the ditch shall be permitted and approved by the ditch owner. All irrigation rights or ditch shares associated with this property shall be terminated and no longer transferred to any property undergoing residential development.

IX. SOILS/GEOTECHNICAL STUDY

A preliminary geotechnical analysis will be performed for this property. This preliminary investigation will include testing for foundations design and settlement analysis.

X. PHASING OF IMPROVEMENTS

The subdivision is planned to include two Phases. The Subdivider may elect to complete all phases at one time if all requirements can be met. Phase I of the Subdivision will include the following lots:

- Block 1 Lots 1 through 9
- Block 2 Lots 1 through 6
- Block 3 Lots 1 through 6

Phase I improvements will include all right-of-way improvements within the Buffalo Crossing Subdivision for the right-of-way fronting the lots of Phase I. In addition, off-site improvements completed as part of Phase I will include all Grand Avenue improvements including extension of water and sewer main and roadway improvements as previously identified. Stormwater improvements will discharge to temporary storm ponds within the future right-of-way at the end of

the Phase I roadway improvements. Temporary storm pond sizing shall be as approved by City Engineering.

Phase II of the Subdivision will not be released or completed until the secondary access is in place and will include the following lots. If the access is in place prior to the time of final platting, no phasing will be included.

- Block 1 Lots 10 through 11
- Block 3 Lots 7 through 17
- Block 4 Lots 1 through 6
- Block 5 Lots 1 through 12
- Block 6 Lots 1 through 8
- Block 7 Lots 1 through 12
- Block 8 Lots 1 through 7 and
- Block 9 Lot 1

Phase II improvements will include all remaining right-of-way improvements within the Buffalo Crossing Subdivision for the right-of-way fronting the lots of Phase II. In addition, off-site improvements completed as part of Phase II will include improvements for Birely Drain crossings as previously discussed and the pathway adjacent to the Birely Drain as previously discussed. The stormwater pond and all associated improvements on Lot 1 of Block 9 will be completed as part of Phase II.

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 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" *Buffalo Crossing, LLC*

By: _____

Title: _____

STATE OF MONTANA)
: ss
County of)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ _____, known to me to be the _____ of *Buffalo Crossing, LLC,* who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

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

"CITY"
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss

County of Yellowstone)

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

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

Waiver of Right to Protest
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

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

Buffalo Crossing Subdivision

Signed and dated this _____ day of _____, 20___.

Buffalo Crossing, LLC

_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ _____, known to me to be the _____ of *Buffalo Crossing, LLC,* who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

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

CITY OF
Billings
MAYOR'S OFFFICE

Greg Reid, WWC Engineering
550 S. 24th Street W Ste 201
Billings, MT 59102

Dear Applicant:

On October 24, 2022, the Billings City Council conditionally approved the preliminary plat of Buffalo Crossing Subdivision, subject to the following conditions of approval:

1. To protect public health and safety and ensure a correct turn around, prior to final plat approval, should the applicant determine to build the subdivision using phases, the applicant will provide a temporary cul-de-sac where phase one roads end. This information will be included in the SIA and shown on the plat.

2. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.

3. To protect public health and safety and ensure correct platting of a phased subdivision, prior to final plat, should the applicant determine they will pursue a phased development they will be required to submit the correct documents for a phased subdivision.

4. 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.

5. The final plat shall comply with all requirements of the City of Billings Subdivision regulations, rules, 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) 657-8666 or by email at greend@billingsmt.gov

October 24, 2022

Sincerely,

_____
William A. Cole, Mayor

City Council Regular

Date:	10/24/2022
Title:	Emma Jean Heights Subdivision, 4th Filing, 1st Amended - Final Plat City Subsequent Minor
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends to the City Council that the Final Plat of Emma Jean Heights Subdivision, 4th Filing, 1st Amended be approved.

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

On September 22 , 2022 Northern Engineering & Consulting , on behalf of Felton Associates, Inc. , applied for final subsequent minor plat approval for Emma Jean Heights Subdivision, 4th Filing, 1st Amended . The proposed subdivision creates 4 lots for development. The subject property is generally located North of Emma Avenue, South of Tania Circle, and West of Columbine Drive . The property is zoned N3 - Suburban Neighborhood Residential . The land is currently v acant. Staff has reviewed the application and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the City Council meeting. At this time, the Planning Division has received no public comments or questions regarding the proposed subdivision.

ALTERNATIVES

The City Council may approve or disapprove the final plat of Emma Jean Heights Subdivision, 4th Filing, 1st Amended. 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:

MCA 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
Subdivision Improvement Agreement
Conditions of Approval

AMENDED PLAT OF EMMA JEAN HEIGHT SUBDIVISION, 4TH FILING

AMENDING LOT 4, BLOCK 11 OF EMMA JEAN HEIGHTS SUBDIVISION, 4TH FILING AND LOT 3, BLOCK 11, EMMA JEAN HEIGHTS SUBDIVISION, 3RD FILING

SITUATED IN THE NE1/4 OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 26 EAST, P.M.M. CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: FELTON ASSOCIATES, INC.
PURPOSE OF SURVEY: 4 LOT MINOR SUBDIVISION
SURVEYED BY: NORTHERN ENGINEERING AND CONSULTING, INC.
200 N 34th St. BILLINGS, MT 59101

0 20 40
SCALE IN FEET

BASIS OF BEARINGS
EMMA JEAN HEIGHTS SUBDIVISION, 4TH FILING

CERTIFICATE OF SURVEYOR

The undersigned, a Professional Land Surveyor licensed in the State of Montana, states that during the month of March 2022, a survey was performed by me and/or under my direct supervision of a tract of land in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act: said Tract, description of boundaries and dimensions being in accordance with the annexed Certificate of Survey; that the monuments found and set are of the character and occupy the positions shown hereon.

Northern Engineering and Consulting, Inc.

By: _____
Ethan J. Ostby
Montana License No. 57155LS

MONTANA — ETHAN J. OSTBY No.57155LS — LICENSED PROFESSIONAL LAND SURVEYOR

Date: 9/20/2022

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and forgoing Amended plat conforms with section 76-4-125(2)(d). M.C.A. "divisions for purposes other than the construction of water supply or sewage or solid waste disposal facilities as the department specifies by rule; and 76-4-127(1)(g), M.C.A.," certification that adequate municipal or county water and/or sewer district facilities for the supply of water and disposal of sewage and solid waste will be provided."

Dated this _____ day of _____, 2022.

Reviewed by: _____

COUNTY TREASURER'S CERTIFICATION OF TAX PAYMENT

I hereby certify pursuant to 76-3-611(1) M.C.A., that all real property taxes and special assessments levied on the land described above have been paid.

_____ Date _____
Yellowstone County Treasurer

CITY ATTORNEY APPROVAL

This Document has been reviewed by the city attorney's office and is acceptable to form.

_____ Date _____
City Attorney

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting.

_____ Date _____
Examining Land Surveyor

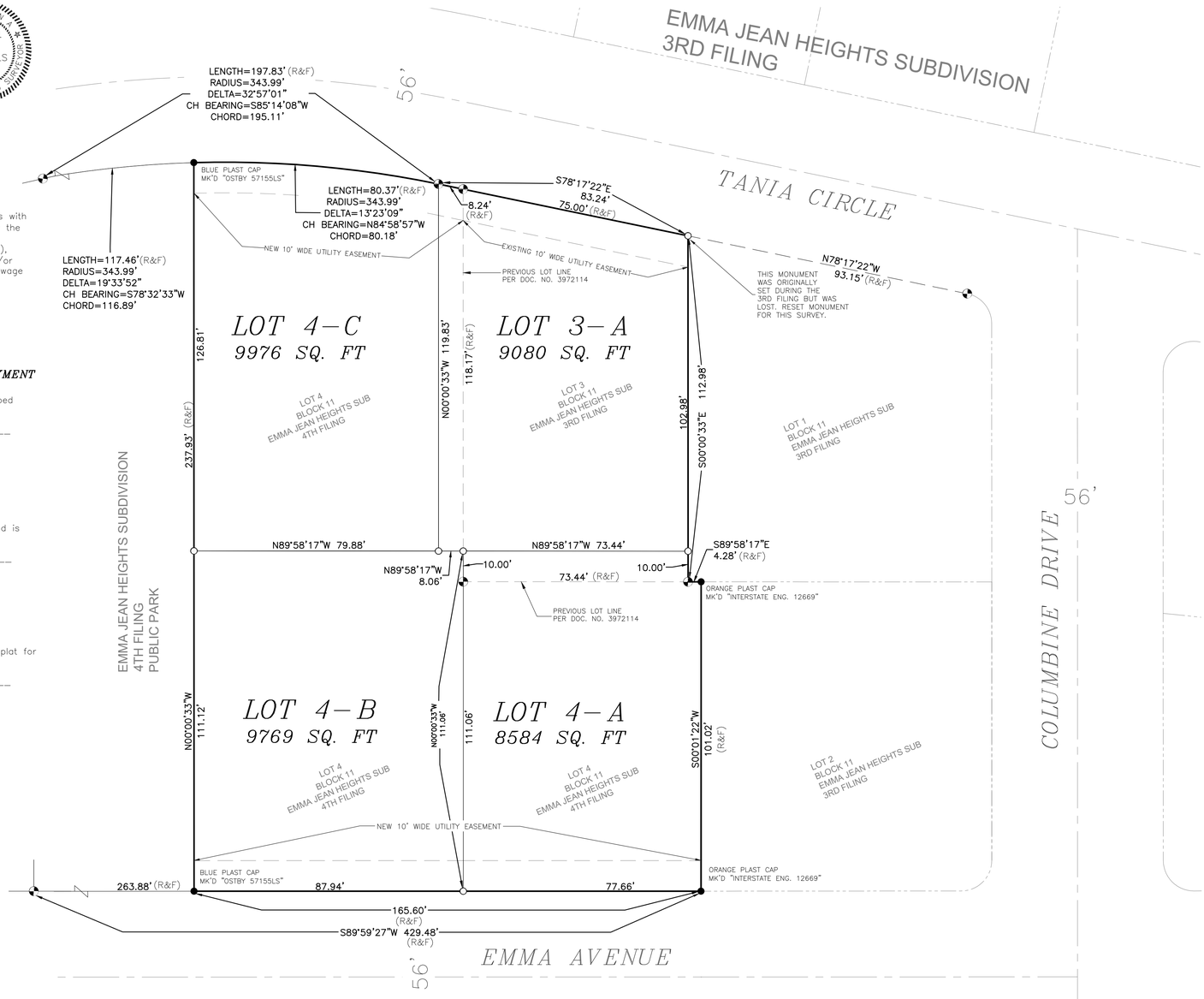
NOTICE OF APPROVAL

STATE OF MONTANA)
ss
County of Yellowstone)

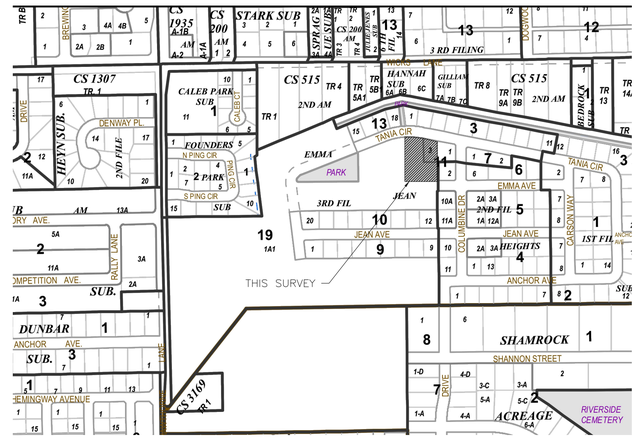
This Amended Plat of Emma Jean Heights Subdivision, 4th Filing has been approved for filing by the Yellowstone County Board of Planning and Community Services and conforms to the recommendations of this board.

Date_____

_____ _____
President Executive Secretary



VICINITY MAP



OWNER'S CERTIFICATE

The undersigned, certifies that he has caused to be surveyed, subdivided and platted into lots and blocks as shown by the plat hereunto annexed, the following described to wit:

Being Lot 4 of Block 11 of Emma Jean Heights Subdivision, 4th Filing and Lot 3 of Block 11 of Emma Jean Heights Subdivision, 3rd Filing, situated in the NE¼ of Section 23, T. 1N., R.26E., P.M.M., City of Billings, Yellowstone County, Montana, according to the offical plat on file at the office of the County Clerk and Recorder of Yellowstone County, Montana, under Document Number 3972114, containing 0.859 gross and net acres more or less and all according to the attached Certificate of Survey. Subject to all easements and/or rights-of-way of record, apparent on the ground or reserved per this survey.

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

No parkland is being dedicated to the public pursuant to Section 76-3-621(3)(e).

FELTON ASSOCIATES, INC.

By: _____

Title: _____

STATE OF MONTANA)
ss
County of Yellowstone)

On this _____ day of _____, 2022, before me the undersigned, a Notary Public for the state of Montana, Personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of FELTON ASSOCIATES, INC., and who acknowledged to me the said corporation executed the same.

_____
Notary Public for the Sate of Montana

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing Amended Plat of Emma Jean Heights Subdivision, 4th Filing and find that said plat conforms with the requirements for the Yellowstone County Board of Planning. It is therefore approved and accepted. We therefore approve this subdivision.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this _____ day of _____, 2022.

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

LEGEND

- ● PROPERTY CORNER FOUND AS NOTED
- ◕ PROPERTY CORNER FOUND MARKED "40989 LS"
- ○ PROPERTY CORNER SET – 5/8" X 24" BLUE PLASTIC CAP MARKED "OSTBY – 57155 LS"

R&F RECORD DISTANCE AND FOUND DISTANCE

CLERK AND RECORDER INFORMATION:

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

Emma Jean Heights Subdivision, 4th Filing, 1st Amendment

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(City of Billings)

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

Emma Jean Heights Subdivision, 4th Filing, 1st Amendment

This agreement is made and entered into this ____ day of _____, 20__, by and between **Felton Associates, Inc.**, whose address for the purpose of this agreement is **PO Box 598, Frenchtown, MT 59834**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of *Emma Jean Heights Subdivision, 4th Filing, 1st Amendment*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of *Emma Jean Heights Subdivision, 4th Filing, 1st Amendment*; 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 *Emma Jean Heights Subdivision, 4th Filing, 1st Amendment* 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. 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.

D. The following lot owners should be aware that the minimum main floor elevation of 3168.25 feet based on NAVD 88 differentially leveled from NGS Benchmark "B124" brass cap set in concrete on the west side of Bench Blvd. approximately 200 feet north of Logan Lane must be maintained to prevent flooding: Lot 3A, Block 11 Emma Jean Heights Subdivision 3rd Filing and Lots 4A, 4B and 4C of Block 11, Emma Jean Heights Subdivision, 4th Filing.

E. No water rights have been transferred to the lot owners. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

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

G. There exists the potential for variable soils conditions and groundwater levels within this subdivision area. Assessment and mitigation of these conditions, if necessary, shall be the responsibility of the lot owner. Additional geotechnical studies may be necessary at the time of individual lot development.

H. 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.

I. 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.

II. TRANSPORTATION

A. Streets

Subdivider has currently constructed Tania Circle and Emma Avenue, which are the main streets of access for these lots.

B. Sidewalks

Sidewalks adjacent to interior subdivision streets shall be 5-foot boulevard walk style with a boulevard width of 5-feet and shall have the walks installed at the time that housing units are constructed on the lot and shall be included in each building permit.

Subdivider will install, with the private contract, corner intersection handicap ramps and aprons, parallel handicap ramps, and will grade all street frontages for sidewalk finished grades.

The City of Billings reserves the right to construct sidewalks not completed within three (3) years of the date of the Final Plat is recorded for the development and to assess the adjacent property owner for the sidewalk work.

C. Street Lighting

Construction or installation of streetlights within the Subdivision will not be required at this time, but streetlights shall be included in the Waiver for construction of the same in the future. Said Waiver shall also include a maintenance district for streetlight energy and maintenance of streetlights. Conduits and pull boxes will be installed, if required, at intersections.

D. Traffic Control Devices

Subdivider will furnish necessary traffic control devices within or adjacent to the Subdivision in conformance with the City of Billings standards and in accordance with the plans and specifications approved by the City.

Street name signs for streets for Emma Avenue and Tania Circle, the main streets of access for this subdivision have been furnished and installed by the Subdivider in accordance with the specifications of the City Engineer.

E. Access

Primary subdivision access is from Tania Circle for Lot 3A and 4C of Block 11 and Emma Avenue for Lots 4A and 4B.

F. Major Offsite Intersection Contributions
Not relevant to this subdivision

G. Billings Area Bikeway & Trail Master Plan
Not relevant to this subdivision.

H. Public Transit
Met Transit provides service to the Billings Heights with a route on Bitterroot Drive. No improvements are required to ensure public transit service.

III. 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.

IV. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Emma Jean Heights Stormwater Management Plan prepared by HKM Engineering, Inc. April 2007, and the Comprehensive Drainage Plan

Report prepared by Interstate Engineering, Inc. June 2013. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval at the time of development.

The storm drainage for public streets will include a combination of surface drainage and curb and gutter. The runoff will be conveyed to and discharged to temporary detention and retention ponds located within the Emma Jean Heights Subdivision that are sized to store stormwater from all phases of the subdivision. The temporary detention and retention ponds are located on Lots 12 and 13, Block 2 of Emma Jean Heights Subdivision, 1st Filing, and on Lots 10 and 11, Block 10 of Emma Jean Heights Subdivision, 2nd Filing. The temporary detention and retention ponds will be removed, and stormwater conveyance infrastructure will be connected to the storm sewer truck main within Bitterroot Drive when it is constructed in the future.

V. 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 Fee in effect at the time new water and/or sanitary sewer service connections are made.

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

A. Water

The water mains, appurtenances extensions, and connections shall be sized and installed as approved by the Manager of the Heights Water District and shall be installed in conformance with District design standards and specifications and the rules and regulations of the District and the Montana State Department of Environmental Quality.

Water mains and water service lines to the curb stop will be installed by the Subdivider under private contract.

The Subdivider acknowledges that the Subdivision shall be responsible for the payment of buy-in fees to the District prior to water being supplied to the Subdivision.

B. Sanitary Sewer

Sanitary sewer mains and lateral sanitary sewer service lines to the nearest property line will be installed by the Subdivider under private contract.

Sewer mains and appurtenances shall be sized and installed as approved by the City Public Works Department and shall be installed in conformance with City design standards and specifications and the rules and regulations of the City and the Montana State Department of Environmental Quality.

The Subdivider acknowledges that the Subdivision shall be subject to applicable sanitary sewer system development fees in affect at the time new sewer service connections are made.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines within the public right-of-way shall be installed prior to surface improvements. The location of all such facilities within the public right-of-way shall be subject to the approval of the City Engineer.

10-foot utility easements are provided along the side, rear, or front lot lines of selected lots for utility services as shown on the plat of Emma Jean Heights Subdivision, 4th Filing, 1st Amended.

VI. PARKS/OPEN SPACE

There will be no parkland dedicated as this is a minor subdivision.

VII. IRRIGATION

Billings Bench Water Association Lateral No. 1 right-of-way utility crossings at the west end of Anchor Avenue was constructed with Emma Jean Heights Subdivision, 4th Filing by the subdivider. Emma Jean Heights Subdivision, 4th Filing, 1st Amended has no irrigation work to be completed.

- No water rights have been transferred to the lot owners.

VIII. SOILS/GEOTECHNICAL STUDY

A geotechnical investigation was performed for the area of Emma Jean Heights Subdivision, 4th Filing, 1st Amended. The investigation found subsoils generally

consist of sand lean clay and lean clay with sand overlying poorly graded gravels with silt and sand. Subsurface groundwater was not encountered in borings that ranged in depth from 6.5 to 12.5 feet.

The geotechnical investigation found that residential construction can be supported on spread footings placed below frost depth.

IX. 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 Utility Department Manager.

X. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

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

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

Subdivider Felton Associates Inc.
By: Charles J Felton
Title: President

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 10th day of October, 2022 before me, a Notary Public in and for the State of Montana, personally appeared CHARLES FENTON, known to me to be the PRESIDENT of *(Subdivider)*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

ROBBIN P. BARTLEY NOTARIAL SEAL STATE OF MONTANA
ROBBIN P. BARTLEY
NOTARY PUBLIC for the
State of Montana
Residing at Roundup, Montana
My Commission Expires
February 2, 2025

Robbin P. Bartley
Notary Public in and for the State of Montana
Printed Name: ROBBIN P. BARTLEY
Residing at: ROUNDUP MT
My commission expires: 02-02-2025

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.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned is more particularly described as follows: *Emma Jean Heights Subdivision, 4th Filing, 1st Amended*

Signed and dated this 22ND day of SEPTEMBER, 2022

Subdivider/Owner

Charlie J Felton

STATE OF

MONTANA County) : ss

of Yellowstone)

On this 22ND day of SEPTEMBER, 2022 before me, a Notary Public in and for the State of Montana, personally appeared CHARLES J. FELTON, known to me to be Charlie Felton, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

Robbin P. Bartley

Notary Public in and for the State of Montana

ROBBIN P. BARTLEY NOTARIAL SEAL STATE OF MONTANA

ROBBIN P. BARTLEY
NOTARY PUBLIC for the
State of Montana
Residing at Roundup, Montana
My Commission Expires
February 2, 2025

DocuSign Envelope ID: 2AD8FA4D-598A-4A68-B5A9-141E84440609

CITY OF
Billings
MAYOR'S OFFFICE

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

August 8, 2022

Ethan Ostby
Northern Engineering & Consulting
200 North 34th Street
Billings, MT 59101

Dear Applicant/Engineer:

On August 8, 2022, the Billings City Council conditionally approved the preliminary plat of Emma Jean Heights 4th Filing, 1st Amended, 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 to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.

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 Hunter Kelly at (406) 247-8613 or by email at kellyh@billingsmt.gov

Sincerely,

DocuSigned by:
William A Cole
2SA41D84236345E...

William A. Cole, Mayor

City Council Regular

Date:	10/24/2022
Title:	Harmony Meadows Subdivision, 3rd Filing - City Subsequent Minor Final Plat
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the final plat of Harmony Meadows Subdivision, 3rd Filing.

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

On September 9, 2022, Performance Engineering applied for final plat approval for Harmony Meadows Subdivision, 3rd Filing. The proposed subdivision creates one lot for development by combining lots 1-8 of Harmony Meadows Subdivision, 2nd Filing. Anytime a lot aggregation impacts more than 5 lots, an amended plat is required. The subject property is generally located on Elysian Road between Interstate Avenue and Dodger Lane. The property is zoned N2 (Mid-Century Neighborhood) and NO (Neighborhood Office). The land is currently vacant. Staff has reviewed the application and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the City Council meeting. At this time, the Planning Division has received no public comments or questions regarding the proposed subdivision.

ALTERNATIVES

The City Council may approve, conditionally approve or disapprove the final plat of Harmony Meadows Subdivision, 3rd 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.

Staff found that the final plat is in compliance with the regulations.

FISCAL EFFECTS

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

Attachments

Final Plat
Subdivision Improvement Agreement
Conditions of Approval

PEC STANDARD BW.CTB

8/31/2022 9:06:48 AM

C:\Users\KinsleeHage\Dropbox (PEC Billings)\PEC Billings Team Folder\Kunkel\2021-177 Home Run Development\CAD\DWG\Plat\21-108 HM Final Plat.dwg

LEGEND

- PROPERTY BOUNDARY
- SECTION LINE
- FOUND PROPERTY CORNER, AS DESCRIBED
- SET PROPERTY CORNER, 5/8" REBAR W/ PEC CAP
- FOUND CENTERLINE MONUMENT
- FOUND SECTION CORNER, AS DESCRIBED
- FOUND QUARTER CORNER, AS DESCRIBED

PLAT OF

HARMONY MEADOWS SUBDIVISION, 3RD FILING

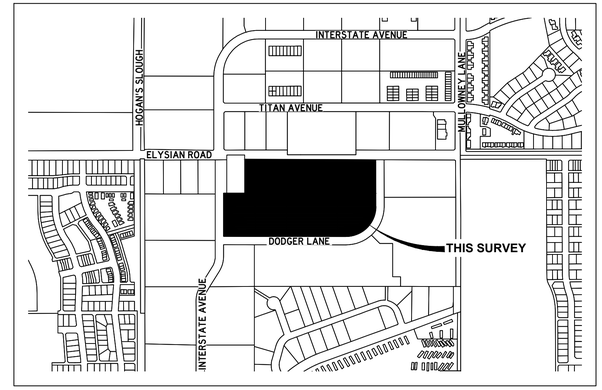
BEING LOTS 1 THRU 8 OF HARMONY MEADOWS SUBDIVISION, 2ND FILING
LOCATED IN THE NE 1/4 OF SECTION 19, TOWNSHIP 01 SOUTH, RANGE 26 EAST, P.M.M.,
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HARMONY MEADOWS, LLC

PREPARED BY : PERFORMANCE ENGINEERING, LLC

AREA OF SUBDIVISION : ±17.386 AC

AUGUST 2022



VICINITY MAP

CERTIFICATE OF COUNTY TREASURER

I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land have been paid.

Dated this _____ day of _____, 20__.

_____
Yellowstone County Treasurer

CERTIFICATE OF SURVEYOR

I, the undersigned Mark W. Kadrmas, Registered Land Surveyor, do hereby certify that this survey was done under my direct supervision of a tract of land located in the NE 1/4 of Section 19, Township 01 South, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana, said tracts being Lots 1 thru 8 of Harmony Meadows Subdivision, 2nd Filing.

Said tracts containing a net and gross area of 17.386 acres, more or less.

Said tracts subject to all easements and right-of-ways of record or apparent on the ground.

This survey was conducted in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-625, MCA.

Dated this _____ day of _____ 20__.

_____
Mark W. Kadrmas, PLS 51414LS

CERTIFICATE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the plat of HARMONY MEADOWS SUBDIVISION, 3RD 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 are accepted.

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

CITY OF BILLINGS, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

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

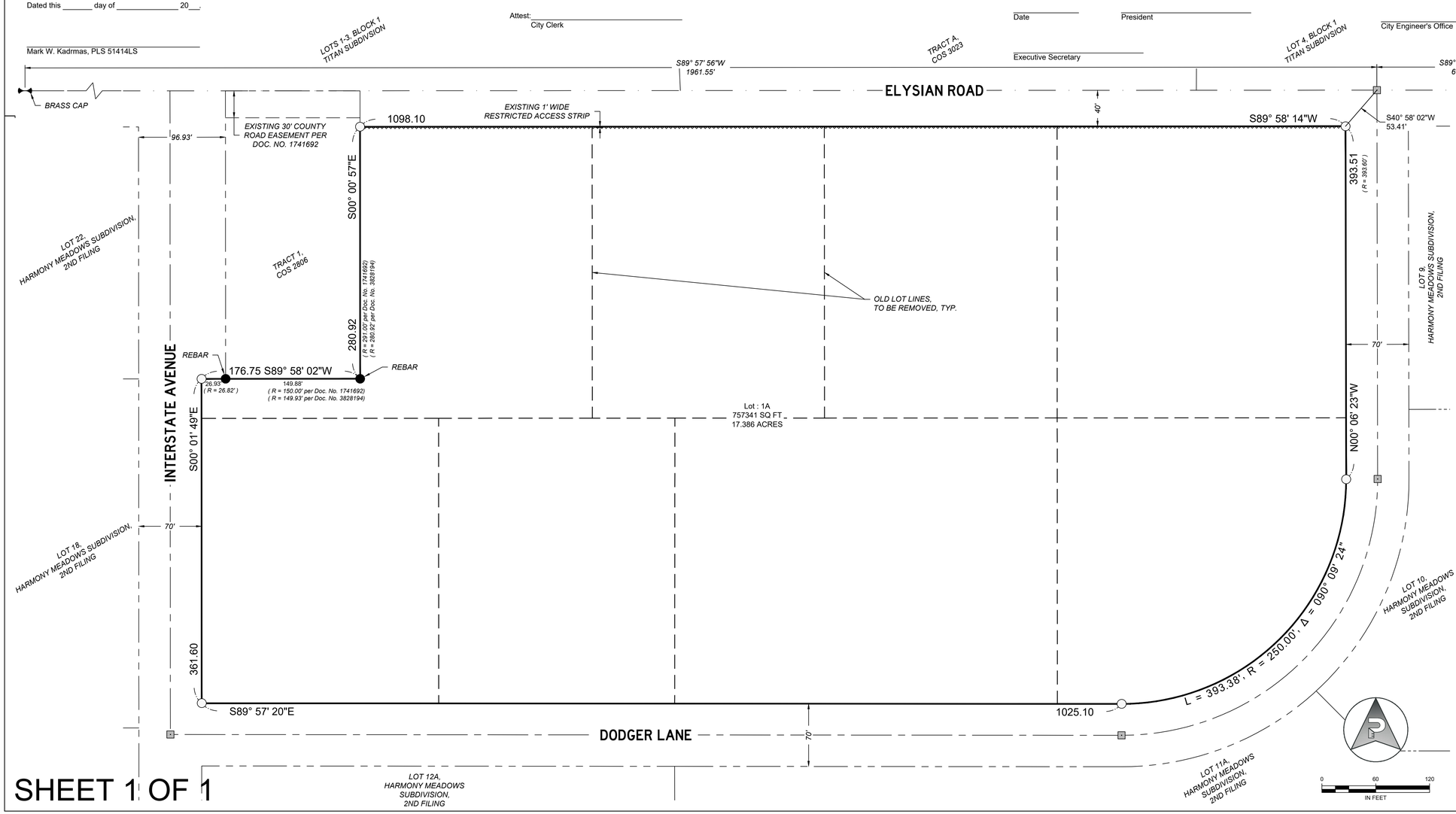
_____
Executive Secretary

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that I have examined the annexed plat and find that it conforms with Section 76-4-125(1)(d), MCA as the aggregated parcels will be provided with municipal facilities for the supply of water, disposal of sewage, storm drainage, and solid waste.

Dated this _____ day of _____, 20__.

_____
City Engineer's Office



LEGAL DESCRIPTION AND OWNER CERTIFICATION

The undersigned owner(s) do hereby certify that they have cause to be surveyed, aggregated, and platted in to lots, blocks, roads and other divisions and dedications, as shown on this plat hereunto included, the following described tract of land, to wit:

Being Lots 1 thru 8 of Harmony Meadows Subdivision, 2nd Filing (Doc. No. 3828194) located in the NE 1/4 of Section 19, Township 01 South, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana.

Said tract containing a gross and net area of 17.386 acres, more or less.

This survey is not subject to review by the Department of Environmental Quality pursuant to 76-4-130(2) as "the deviation consists solely of connecting to municipal, county water and/or sewer district, or regional authority facilities".

_____
_____ of Harmony Meadows, LLC
(Name) (Title)

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____ 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the persons who signed the foregoing instrument as the _____ of *Harmony Meadows, LLC* and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of Montana
Printed Name_____
Residing at _____
My commission expires_____

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the foregoing plat for errors and omissions in computations and drafting.

Dated this _____ day of _____, 20__.

_____
Examining Land Surveyor

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney and it is acceptable as to form:

Dated this _____ day of _____, 20__.

Reviewed by_____

BASIS OF BEARING

Bearings shown are derived from a low distortion Lambert Conformal Conic single parallel projection with parameters as follows:

Latitude of Origin : 45° 47' 00"N
Longitude of Origin : 108° 25' 00"W
Mapping Scale Factor : 1.0001518

Distances are ground.

SURVEYOR'S NOTE

Unless otherwise noted, record distances found between monuments shown hereon are within local accepted practice.

SHEET 1 OF 1

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

Harmony Meadows Subdivision, 3rd Filing

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(City of Billings)

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

Harmony Meadows Subdivision, 3rd Filing

This agreement is made and entered this 9th day of Sept., 2022, by and between **Harmony Meadows, LLC**, whose address for the purpose of this agreement is **2729 Aspen Way, Billings, MT 59106**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of **Harmony Meadows Subdivision, 3rd Filing**, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20___, the City Council conditionally approved a preliminary plat of **Harmony Meadows Subdivision, 3rd 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 **Harmony Meadows Subdivision, 3rd 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

Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1101, BMCC):

1. No variances have been requested at this time.

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. Sidewalks shall be 5-foot boulevard style walk.

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.

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 by the completion of the conditions set forth in the 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 with Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

All internal access roads and site improvements within the subdivision shall be installed in accordance with the City of Billings' street standards. Subdivider will execute a private contract to construct public streets, and curb and gutter within the Subdivision.

Subdivider and City agree that the required street improvements are as follows:

1. All private interior streets will be paved with a standard width of 34-feet from back of curb to back of curb as per the City of Billings Standard Modification Drawings.

2. All streets will be provided with an asphalt concrete driving surface.

3. The Developer agrees to contribute up to fifty percent (50%) cost share for the design, permitting, and construction of the Story Road crossing at Hogan's Slough. The crossing will be installed as part of the Phase IV improvements for the development or when interconnection is required as determined by the City of Billings. At the time of Phase IV construction, if interconnection is not required for the for the adjacent development. When constructed by the City, if the 50% contribution is not sufficient to cover any overages incurred the City retains the right to create an SID to recover the construction overages.

4. Upon construction of Phase IV, if Story Road/Sterns Circle is not paved, the developer is required to contribute his proportionate share to paving of Story Road/Sterns Circle to the standards that are in place at the time of Phase IV construction as determined by the Traffic Impact Study.

B. Sidewalks And Trails

1. Individual lot owners will be responsible for the construction of the sidewalks within public right-of-way or easements adjacent to or through their lot at the time of lot construction and shall be included in each building permit.

2. Sidewalks shall be 5-foot wide with a 5-foot boulevard planting strip between the sidewalk and the curb at corner intersection handicap ramps and aprons.

3. Subdivider to install sidewalks and trails fronting parkland/open space areas.

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

1. Street name signs for streets within the Subdivision, or located immediately adjacent thereto, shall be furnished and installed by the subdivider in accordance with the specifications of the City of Billings standards.

2. Stop signs shall be placed at each intersection between a private and public roadway.

3. The Developer shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and approved by the City of Billings Public Works Department.

E. Access

The development includes four primary access locations on Dodger Lane and Interstate Avenue. All approaches will meet design standards outlined in the City of Billings Modification Drawings. No access will be allowed onto Elysian Road.

F. Billings Area Bikeways and Trail Master Plan

The proposed subdivision is within the planning area for the Billings Area Bikeway & Trail Master Plan. The Trail Plan indicates a multi-use path along the south side of Elysian Road, which has already been constructed.

G. Public Transit

No location for public transit connection will be provided within the development.

IV. EMERGENCY SERVICE

The Billings Fire Department currently provides fire protection and paramedic services for the subdivision.

At the time of development, construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to allow for fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e., lumber, plywood, wood

trusses, etc.), fire apparatus access roads, and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the Billings Fire Department.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval at the time of development.

Stormwater will be managed through the use of on-site detention facilities.

VI. UTILITIES

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

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

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

A. Water

The Subdivision will be served by connecting to the existing 12-inch water main located within Dodger Lane, a public road. The installed water line will meet all requirements of the City of Billings Engineering Department upon development of future lots.

B. Sanitary Sewer

The Subdivision will be served by connecting to the existing 12-inch sanitary sewer main located within Dodger Lane, a public road. The installed sanitary sewer will meet all requirements of the City of Billings Engineering Department upon development of future lots.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines within the public right-of-way shall be installed prior to surface improvements.

VII. PARKS/OPEN SPACE

Parkland/open space requirements will be met via private parkland/open space areas. The subdivision regulations require 11% of the net residential lot area be provided as parkland/open space area which equates to 1.91 acres. A total of 2.185 acres of parkland/open space is provided.

All parkland spaces within the subdivision will be private. Private parkland areas will be constructed by the Subdivider and maintained by the Home Owners Association(s).

VIII. IRRIGATION

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

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical investigation was performed for the area and can be obtained from the City Engineering Department office.

X. PHASING OF IMPROVEMENTS

The Subdivision is proposed to be constructed as a single phase. This project is part of the original Phase I of Harmony Meadows Subdivision, 2nd Filing (Lots 7 & 8) and the original Phase II of Harmony Meadows Subdivision, 2nd Filing (Lots 1-6).

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 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" *Harmony Meadows, LLC*

By: C K R

Its: manager

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 9th day of September, 2022, before me, a Notary Public in and for the State of Montana, personally appeared Cal Runkel, known to me to be the Manager of *Harmony Meadows, LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Tamara Frank
Notary Public in and for the State of Montana
Printed Name: TAMARA FRANK
Residing at: Laurel MT
My commission expires: 12-02-2022

TAMARA FRANK NOTARIAL SEAL STATE OF MONTANA

TAMARA FRANK
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
December 02, 2022

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

"CITY"
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

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

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

Waiver of Right to Protest
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

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

Harmony Meadows Subdivision, 3rd Filing

Signed and dated this 23 day of Sept., 2022

Harmony Meadows, LLC

By: _____

Its: manager

STATE OF MONTANA)
: ss
County of)

On this 23rd day of September, 2022, before me, a Notary Public in and for the State of Montana, personally appeared Cal Kunkel, known to me to be the MANAGER of *Harmony Meadows, LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

TAMARA FRANK NOTARIAL SEAL STATE OF MONTANA

TAMARA FRANK
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
December 02, 2022

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

CITY OF
Billings
MAYOR'S OFFFICE

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

May 23, 2022

Harmony Meadows, LLC
2729 Aspen Way
Billings, MT 59106

Dear Applicant:

On May 23, 2022, the Billings City Council conditionally approved the preliminary plat of Harmony Meadows Subdivision, 3rd 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 any questions please contact Hunter Kelly at (406) 657-8613 or by email at kellyh@billingsmt.gov

Sincerely,

William A. Cole

William A. Cole, Mayor

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Harmony Meadows Subdivision, 3rd Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property is currently vacant. Perimeter ditches and drains shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities.

2. Effect on local services

a. **Utilities** – Water service will be provided by the City of Billings. The Subdivision will be served by connecting to the existing 12-inch water main located within Dodger Lane, a public road. The installed water line will meet all requirements of the City of Billings Engineering Department upon development of future lots.

   Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains. existing 12-inch sanitary sewer main located within Dodger Lane, a public road. At the time of development, the lot owner shall install a sanitary sewer service connection to the line in Dodger Lane. All new services shall be installed in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, B, Sanitary Sewer.

   Private Utilities will be provided from existing facilities to the subdivision. No additional easements on the lot frontage have been requested.

   Stormwater – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes. These and all other 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 Department.

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

c. **Streets** – The subdivision is adjacent to Elysian Road, Dodger Lane, and Interstate Avenue. All three of these roads are developed rights of way and no

additional street improvements are anticipated at this time. All internal access roads and site improvements within the subdivision shall be installed in accordance with the City of Billings' street standards. Subdivider will execute a private contract to construct public streets, and curb and gutter within the Subdivision. Street improvements are included in the Waiver of Right to Protest Future Special Improvement Districts.

The sidewalks will be installed by the respective lot owner on a lot-by-lot basis, as lots develop. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet. The developer will also install all ADA required ramps at the intersections within the proposed subdivision. This information is all in the SIA under the heading Transportation.

d. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 24th St W and Stillwater Drive. (Station #5).

e. **Schools** –School District #2 provides educational services to elementary through high school students. Schools serving these students are Elysian School and West High School. At the time of the writing of this staff report West High School was shown as being over capacity.

f. **Parks and Recreation** – This subdivision does not have any parkland requirements.

g. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required as were installed for the previous filings of this subdivision. The developer will need to coordinate mailbox locations with the postal service. **(Condition #1)**

3. Effect on the natural environment

The subject property is currently vacant land with the proposed use of large housing developments being place on the parcels. The property is not located within any floodplain. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the public health, safety and welfare

There will 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 23-302.H.1.]

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

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]

1. City of Billings 2016 Growth Policy

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

> **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels. (p.8)
>
> **Home Base (healthy, safe and diverse housing options)** A mix of housing types that meet the needs of a diverse population is important. (p.9) Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

2. 2018 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

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

The proposed subdivision is within the jurisdiction of the Billings Area Bikeways and Trail Master Plan. The Trail Plan indicates a multi-use path along the south side of Elysian Road, which has already been constructed. No additional improvements of this nature are anticipated.

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

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

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is located within N2 (Mid-Century Neighborhood) and NO (Neighborhood Office) zoning. The lot frontages conform to the requirements of this zone. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

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

The subdivider will provide utility easements as requested by private utility companies on the face of the plat.

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

Legal and physical access is provided via Elysian Road, Dodger Lane, and Interstate Avenue.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Harmony Meadows, 3rd 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 or Bikeway/Trail Plans.
- 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

Staff recommends to City Council that the preliminary plat of Harmony Meadows, 3rd Filing be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, May 23, 2022

William A. Cole

William A. Cole, Mayor

City Council Regular

Date:	10/24/2022
Title:	Payment of Claims for week of September 19, 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 $1,002,307.66 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

Payment Approval Process

Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.).
Each invoice goes through a multi-step approval process depending upon the amount of the payment.

First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment.

Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached.

If the payment is greater than $1,000, then it must be approved by the Finance Director or designee.
If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator.

Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

- No other alternatives were analyzed

FISCAL EFFECTS

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

Attachments

CouncilMemo wk of 09192022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/19/2022	855483	Asco Pacific Supply	General	$ 3,708.77	rectangle lot marker for Mountview cemetery
09/19/2022	855483	Asco Pacific Supply	General	$ 136.55	rectangle lot marker for Mountview cemetery
09/19/2022	855484	Astromatic	Transit	$ 7,150.90	Bus wash parts including gearboxes and all retrofit parts
09/19/2022	855488	Billings Clinic	Public Safety	$ 600.00	SANE 2022040
09/19/2022	855488	Billings Clinic	Public Safety	$ 600.00	SANE 2022052
09/19/2022	855488	Billings Clinic	Public Safety	$ 600.00	SANE 2022054
09/19/2022	855488	Billings Clinic	Public Safety	$ 600.00	SANE 2022056
09/19/2022	855488	Billings Clinic	Public Safety	$ 600.00	SANE 2022056
09/19/2022	855488	Billings Clinic	Public Safety	$ 600.00	SANE 2022060
09/19/2022	855488	Billings Clinic	Public Safety	$ 600.00	SANE 2022061
09/19/2022	855488	Billings Clinic	Public Safety	$ 600.00	SANE 2022062
09/19/2022	855488	Billings Clinic	Public Safety	$ 600.00	SANE 2022065
09/19/2022	855488	Billings Clinic	Public Safety	$ 600.00	SANE 2022071
09/19/2022	855488	Billings Clinic	Public Safety	$ 600.00	SANE 2022105
09/19/2022	855490	Billings Depot	Engineering	$ 15,257.22	Depot Rent October
09/19/2022	855492	Bobcat Of Big Sky	Capital Replace	$ 44,130.00	Compact track excavator mini-x
09/19/2022	855501	CompuNet Inc	Library	$ 1,627.06	186664 balance of original projector screen invoice less restock fee
09/19/2022	855501	CompuNet Inc	Library	$ 2,556.86	193923 second correct projector screen
09/19/2022	855506	Dakota Supply Group	Street/Traffic	$ 97.17	bolt kit/gasket
09/19/2022	855506	Dakota Supply Group	Street/Traffic	$ 507.82	star 14" flange adapter
09/19/2022	855506	Dakota Supply Group	Street/Traffic	$ 1,109.17	water valve risers for paving
09/19/2022	855506	Dakota Supply Group	Street/Traffic	$ 671.60	water valve risers
09/19/2022	855506	Dakota Supply Group	Wastewater	$ 727.78	Lee Enterprises 102-60129575
09/19/2022	855506	Dakota Supply Group	Water	$ 60.66	1" X 100' POLY PIPE - SDR9 CTS 250#
09/19/2022	855506	Dakota Supply Group	Water	$ 777.73	3/4" EXTENDED CURB VALVE - 10" EXTENSION
09/19/2022	855506	Dakota Supply Group	Water	$ 8,192.00	3/4" METER LOOPS AKA YOKE - (7433MM33471)
09/19/2022	855506	Dakota Supply Group	Water	$ 6,922.51	7' FIRE HYDRANT - PUSH ON
09/19/2022	855506	Dakota Supply Group	Water	$ 885.00	8" X 20" CI-FC REPAIR CLAMP - F1-939 X20-SH
09/19/2022	855507	Dell Computer	IT Resources	$ 1,240.99	Precision 3650 Tower to replace SSF received in order due to over heating
09/19/2022	855507	Dell Computer	P.W. Admin	$ 1,823.66	Optiplex 5000 SFF, i5 processor,16GB RAM,256GB SSD S. Morris, M Martin
09/19/2022	855511	Dixie Petro-Chem	Water	$ 17,707.20	BULK CHLORINE
09/19/2022	855512	DOWL	Water	$ 32,746.39	WO 23-01 2023 Water and Sewer Main Replacement - Water; Payment 2
09/19/2022	855514	Downtown Blgs BID	Downtown BID	$ 4,144.73	BID Assessment; Paid August Distributed September 2022
09/19/2022	855522	Fisher Sand & Gravel	Street/Traffic	$ 6,023.93	asphalt

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/19/2022	855523	Fisher's Technology	Transit	$ 8,300.00	ImageRunner Advance DX C5840i Color Copier
09/19/2022	ACH	Galles Filter Service	Fleet	$ 33.96	P1-16752.01 PO NUM 314643
09/19/2022	ACH	Galles Filter Service	Fleet	$ 691.97	P1-17181.01 PO NUM 314643
09/19/2022	ACH	Galles Filter Service	Fleet	$ 147.03	P1-17254.01 PO NUM 314643
09/19/2022	ACH	Galles Filter Service	Fleet	$ 85.95	P1-17360.01 PO NUM 314643
09/19/2022	ACH	Galles Filter Service	Fleet	$ 19.52	P1-17410.01 PO NUM 314643
09/19/2022	ACH	Galles Filter Service	Fleet	$ 315.54	P1-17524.01 PO NUM 314643
09/19/2022	ACH	Galles Filter Service	Fleet	$ 62.42	P1-17601.01 PO NUM 314643
09/19/2022	ACH	Galles Filter Service	Fleet	$ 110.30	P1-17705.01 PO NUM 314643
09/19/2022	ACH	Galles Filter Service	Fleet	$ (8.02)	U-03716 PO NUM 314643
09/19/2022	ACH	Galles Filter Service	Fleet	$ 6.10	U-03954 PO NUM 314643
09/19/2022	ACH	Galles Filter Service	Solid Waste	$ 639.54	Outer Air Element: RS3700XP - 5; RS3512 - 2
09/19/2022	ACH	Galles Filter Service	Solid Waste	$ 19.39	P1-17337.01
09/19/2022	ACH	Galles Filter Service	Solid Waste	$ 435.66	RS3700: P533882 - 3
09/19/2022	ACH	Galles Filter Service	Solid Waste	$ 36.50	U-03858
09/19/2022	ACH	Galles Filter Service	Street/Traffic	$ 26.81	U-03686
09/19/2022	ACH	Galles Filter Service	Wastewater	$ 19.00	filters for plant WWTP
09/19/2022	ACH	Galles Filter Service	Wastewater	$ 38.00	flare filers WRF
09/19/2022	ACH	Galles Filter Service	Wastewater	$ 14.83	Windshield Washer Fluid
09/19/2022	ACH	Galles Filter Service	Water	$ 22.25	Windshield Washer Fluid
09/19/2022	855531	Guardian Security	Library	$ 10,818.88	921 August 2022 library security
09/19/2022	855532	Gunarama Wholesale	Public Safety	$ 7,215.00	(15) 85 Glock 17.
09/19/2022	855536	High Point Network	Library	$ 2,850.00	210952 Trend Micro through 7/2023
09/19/2022	855537	Highmark Traffic Service	Airport	$ 7,707.15	10L/28R Centerline on Runway Painting
09/19/2022	855541	Hydrotech	Water	$ 22,621.50	Temporary Water - PUD 2022-01 - N 19th St MT Ave to 4th Ave N
09/19/2022	855540	Hydro-tech	Water	$ 5,885.55	Staples 6 MG Reservoir Repair; Retainage Release
09/19/2022	855546	InfoSend	P.W. Admin	$ 14,474.94	fees for service from 08/01/22 to 08/30/
09/19/2022	855546	InfoSend	P.W. Admin	$ 3,989.73	fees for service from 08/01/22 to 08/30/
09/19/2022	855547	Ingram Library Service	Library	$ 17.10	71106424
09/19/2022	855547	Ingram Library Service	Library	$ 0.17	71106424
09/19/2022	855547	Ingram Library Service	Library	$ 221.17	71106424
09/19/2022	855547	Ingram Library Service	Library	$ 42.63	71106425
09/19/2022	855547	Ingram Library Service	Library	$ 36.23	71106425
09/19/2022	855547	Ingram Library Service	Library	$ 0.04	71106425

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/19/2022	855547	Ingram Library Service	Library	$ 1,417.14	71106426
09/19/2022	855547	Ingram Library Service	Library	$ 553.54	71106426
09/19/2022	855547	Ingram Library Service	Library	$ 2.24	71106426
09/19/2022	855547	Ingram Library Service	Library	$ 54.62	71106426
09/19/2022	855547	Ingram Library Service	Library	$ 934.41	71106426
09/19/2022	855547	Ingram Library Service	Library	$ 0.01	71106427
09/19/2022	855547	Ingram Library Service	Library	$ 15.93	71106427
09/19/2022	855547	Ingram Library Service	Library	$ 51.33	71106428
09/19/2022	855547	Ingram Library Service	Library	$ 0.04	71106428
09/19/2022	855547	Ingram Library Service	Library	$ 9.19	71180246
09/19/2022	855547	Ingram Library Service	Library	$ 52.94	71180246
09/19/2022	855547	Ingram Library Service	Library	$ 0.16	71180246
09/19/2022	855547	Ingram Library Service	Library	$ 31.18	71180246
09/19/2022	855547	Ingram Library Service	Library	$ 27.19	71180247
09/19/2022	855547	Ingram Library Service	Library	$ 0.04	71180247
09/19/2022	855547	Ingram Library Service	Library	$ 25.84	71180247
09/19/2022	855547	Ingram Library Service	Library	$ 528.35	71180248
09/19/2022	855547	Ingram Library Service	Library	$ 2.30	71180248
09/19/2022	855547	Ingram Library Service	Library	$ 205.05	71180248
09/19/2022	855547	Ingram Library Service	Library	$ 245.28	71180248
09/19/2022	855547	Ingram Library Service	Library	$ 100.23	71180248
09/19/2022	855547	Ingram Library Service	Library	$ 5.99	71180249
09/19/2022	855547	Ingram Library Service	Library	$ 4.12	71229749
09/19/2022	855547	Ingram Library Service	Library	$ 50.15	71229749
09/19/2022	855547	Ingram Library Service	Library	$ 0.08	71229749
09/19/2022	855547	Ingram Library Service	Library	$ 33.03	71229749
09/19/2022	855547	Ingram Library Service	Library	$ 0.04	71229750
09/19/2022	855547	Ingram Library Service	Library	$ 31.18	71229750
09/19/2022	855547	Ingram Library Service	Library	$ 17.10	71229751
09/19/2022	855547	Ingram Library Service	Library	$ 14.15	71229751
09/19/2022	855547	Ingram Library Service	Library	$ 64.29	71229751
09/19/2022	855547	Ingram Library Service	Library	$ 21.99	71229751
09/19/2022	855547	Ingram Library Service	Library	$ 0.09	71229751
09/19/2022	855547	Ingram Library Service	Library	$ 0.09	71229752

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/19/2022	855547	Ingram Library Service	Library	$ 62.34	71229752
09/19/2022	855547	Ingram Library Service	Library	$ 28.48	71229752
09/19/2022	855547	Ingram Library Service	Library	$ 2.13	71229753
09/19/2022	855547	Ingram Library Service	Library	$ 335.81	71229753
09/19/2022	855547	Ingram Library Service	Library	$ 84.25	71229753
09/19/2022	855547	Ingram Library Service	Library	$ 896.67	71229753
09/19/2022	855547	Ingram Library Service	Library	$ 602.77	71229753
09/19/2022	855547	Ingram Library Service	Library	$ 102.93	71229753
09/19/2022	855547	Ingram Library Service	Library	$ 27.75	71229754
09/19/2022	855547	Ingram Library Service	Library	$ 50.28	71229754
09/19/2022	855547	Ingram Library Service	Library	$ 0.07	71229754
09/19/2022	855547	Ingram Library Service	Library	$ 31.18	71337653
09/19/2022	855547	Ingram Library Service	Library	$ 0.33	71337653
09/19/2022	855547	Ingram Library Service	Library	$ 21.00	71337654
09/19/2022	855547	Ingram Library Service	Library	$ 0.21	71337654
09/19/2022	855547	Ingram Library Service	Library	$ 1.57	71337655
09/19/2022	855547	Ingram Library Service	Library	$ 7.79	71337655
09/19/2022	855547	Ingram Library Service	Library	$ 40.49	71337655
09/19/2022	855547	Ingram Library Service	Library	$ 10.59	71337655
09/19/2022	855547	Ingram Library Service	Library	$ 71.94	71337655
09/19/2022	855547	Ingram Library Service	Library	$ 0.59	71337656
09/19/2022	855547	Ingram Library Service	Library	$ 27.29	71337656
09/19/2022	855547	Ingram Library Service	Library	$ 10.61	71337656
09/19/2022	855547	Ingram Library Service	Library	$ 26.71	71337656
09/19/2022	855547	Ingram Library Service	Library	$ 23.98	71337657
09/19/2022	855547	Ingram Library Service	Library	$ 0.30	71337657
09/19/2022	855547	Ingram Library Service	Library	$ 19.64	71365669
09/19/2022	855547	Ingram Library Service	Library	$ 10.19	71365669
09/19/2022	855547	Ingram Library Service	Library	$ 10.19	71365669
09/19/2022	855547	Ingram Library Service	Library	$ 0.17	71365669
09/19/2022	855547	Ingram Library Service	Library	$ 0.07	71365670
09/19/2022	855547	Ingram Library Service	Library	$ 24.84	71365670
09/19/2022	855547	Ingram Library Service	Library	$ 2.76	71365671
09/19/2022	855547	Ingram Library Service	Library	$ 10.19	71365671

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/19/2022	855547	Ingram Library Service	Library	$ 22.17	71365671
09/19/2022	855547	Ingram Library Service	Library	$ 8.99	71365671
09/19/2022	855547	Ingram Library Service	Library	$ 175.96	71365671
09/19/2022	855547	Ingram Library Service	Library	$ 282.33	71365671
09/19/2022	855547	Ingram Library Service	Library	$ 0.21	71418909
09/19/2022	855547	Ingram Library Service	Library	$ 17.67	71418909
09/19/2022	855547	Ingram Library Service	Library	$ 136.24	71418910
09/19/2022	855547	Ingram Library Service	Library	$ 14.74	71418910
09/19/2022	855547	Ingram Library Service	Library	$ 1.13	71418910
09/19/2022	855547	Ingram Library Service	Library	$ 10.02	71418910
09/19/2022	855547	Ingram Library Service	Library	$ 68.47	71418911
09/19/2022	855547	Ingram Library Service	Library	$ 0.70	71418911
09/19/2022	855547	Ingram Library Service	Library	$ 35.98	71418911
09/19/2022	855547	Ingram Library Service	Library	$ 0.60	71418912
09/19/2022	855547	Ingram Library Service	Library	$ 69.31	71418912
09/19/2022	855547	Ingram Library Service	Library	$ 9.43	71418912
09/19/2022	855547	Ingram Library Service	Library	$ 15.93	71418912
09/19/2022	855547	Ingram Library Service	Library	$ 0.20	71418913
09/19/2022	855547	Ingram Library Service	Library	$ 33.03	71418913
09/19/2022	855547	Ingram Library Service	Library	$ 17.70	71418914
09/19/2022	855547	Ingram Library Service	Library	$ 0.16	71418914
09/19/2022	855547	Ingram Library Service	Library	$ 4.71	71180250 B&B Music Edition
09/19/2022	855550	Invoice Cloud	Building	$ 139.12	Billing for service period 08/01/2022 th
09/19/2022	855550	Invoice Cloud	City Ins Fund	$ 193.19	Billing for service period 08/01/2022 th
09/19/2022	855550	Invoice Cloud	Parking	$ 344.62	Billing for service period 08/01/2022 th
09/19/2022	855550	Invoice Cloud	Solid Waste	$ 10,889.85	Billing for service period 08/01/2022 th
09/19/2022	855550	Invoice Cloud	Wastewater	$ 10,641.92	Billing for service period 08/01/2022 th
09/19/2022	855550	Invoice Cloud	Water	$ 14,084.89	Billing for service period 08/01/2022 th
09/19/2022	855542	I-State Truck	Fleet	$ 973.32	C251339125.01 PO NUM 314990
09/19/2022	855542	I-State Truck	General	$ 936.95	C251339508.01
09/19/2022	855542	I-State Truck	General	$ (244.37)	C251339566.01
09/19/2022	855542	I-State Truck	Public Safety	$ 55.45	C251339150.01
09/19/2022	855542	I-State Truck	Solid Waste	$ 107.94	C251339100.01
09/19/2022	855542	I-State Truck	Solid Waste	$ 69.73	C251339374.01

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/19/2022	855542	I-State Truck	Solid Waste	$ 69.72	C251339379.01
09/19/2022	855542	I-State Truck	Solid Waste	$ 30.60	C251339471.01
09/19/2022	855542	I-State Truck	Solid Waste	$ 6.23	C251339565.01
09/19/2022	855542	I-State Truck	Street/Traffic	$ 533.19	C251338579.01
09/19/2022	855542	I-State Truck	Street/Traffic	$ 352.41	C251338932.01
09/19/2022	855542	I-State Truck	Wastewater	$ 10.63	C251338864.01
09/19/2022	855552	Jacobs Engineering	Gas Tax	$ 681.73	Asset Management Program Project; Payment 28
09/19/2022	855552	Jacobs Engineering	Light Maint	$ 681.73	Asset Management Program Project; Payment 28
09/19/2022	855552	Jacobs Engineering	Storm Sewer	$ 1,397.56	Asset Management Program Project; Payment 28
09/19/2022	855552	Jacobs Engineering	Street/Traffic	$ 2,045.21	Asset Management Program Project; Payment 28
09/19/2022	855552	Jacobs Engineering	Wastewater	$ 4,567.63	Asset Management Program Project; Payment 28
09/19/2022	855552	Jacobs Engineering	Water	$ 4,572.07	Asset Management Program Project; Payment 28
09/19/2022	855560	Laurel Ford	Property Ins	$ 54,727.24	2022 Ford F-150 series, Supercrew oxford white
09/19/2022	855561	Lee Newspaper	P.W. Admin	$ 12,275.00	Public Works Department Media Marketing
09/19/2022	855564	MaCon Supply	Street/Traffic	$ 20.79	concrete desolver
09/19/2022	855564	MaCon Supply	Street/Traffic	$ 3,366.00	concrete mixer
09/19/2022	855568	MT Peterbilt	Fleet	$ 848.16	50982B PO NUM 315000
09/19/2022	855568	MT Peterbilt	Fleet	$ 132.00	51494B
09/19/2022	855568	MT Peterbilt	Fleet	$ 124.26	51494B PO NUM 315000
09/19/2022	855568	MT Peterbilt	Fleet	$ 579.48	52137B PO NUM 315000
09/19/2022	855568	MT Peterbilt	Fleet	$ (132.00)	CM1494B
09/19/2022	855568	MT Peterbilt	Solid Waste	$ 211.38	51324B
09/19/2022	855568	MT Peterbilt	Solid Waste	$ 164.70	51728B
09/19/2022	855568	MT Peterbilt	Solid Waste	$ 762.08	51780B
09/19/2022	855568	MT Peterbilt	Solid Waste	$ 369.90	51947B
09/19/2022	855568	MT Peterbilt	Solid Waste	$ 501.85	52025B
09/19/2022	855568	MT Peterbilt	Solid Waste	$ 280.50	52082B
09/19/2022	855568	MT Peterbilt	Solid Waste	$ 221.66	52243B
09/19/2022	855579	NorthWestern Energy	Building	$ 19.39	1569631-3
09/19/2022	855579	NorthWestern Energy	Facilities	$ 6.00	3866815-8
09/19/2022	855579	NorthWestern Energy	Facilities	$ 109.21	3922089-2
09/19/2022	855579	NorthWestern Energy	General	$ 1,011.09	0712538-8
09/19/2022	855579	NorthWestern Energy	Park Dist 1	$ 22.76	0813489-2
09/19/2022	855579	NorthWestern Energy	Park Dist 1	$ 17.26	0978917-3

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/19/2022	855579	NorthWestern Energy	Park Dist 1	$ 6.00	1588262-4
09/19/2022	855579	NorthWestern Energy	Park Dist 1	$ 10.83	1849408-8
09/19/2022	855579	NorthWestern Energy	Park Dist 1	$ 20.86	1904944-4
09/19/2022	855579	NorthWestern Energy	Park Dist 1	$ 33.29	1941243-6
09/19/2022	855579	NorthWestern Energy	Park Dist 1	$ 6.00	3178260-0
09/19/2022	855579	NorthWestern Energy	Park Dist 1	$ 75.92	3241436-9
09/19/2022	855579	NorthWestern Energy	Parks Maint	$ 7.12	0881455-0
09/19/2022	855579	NorthWestern Energy	Parks Maint	$ 0.24	1029192-0
09/19/2022	855579	NorthWestern Energy	Parks Maint	$ 70.03	1045813-1
09/19/2022	855579	NorthWestern Energy	Parks Maint	$ 1.17	1265177-4
09/19/2022	855579	NorthWestern Energy	Parks Maint	$ 7.12	1514388-6
09/19/2022	855579	NorthWestern Energy	Parks Maint	$ 1.07	1948667-9
09/19/2022	855579	NorthWestern Energy	Parks Maint	$ 12.98	3707234-5
09/19/2022	855579	NorthWestern Energy	Parks Maint	$ 26.31	3707235-2
09/19/2022	855579	NorthWestern Energy	Parks Maint	$ 33.98	3707236-0
09/19/2022	855579	NorthWestern Energy	Public Safety	$ 441.65	0100477-9 FIRE 6 ELECTRIC SERVICE, FY2023
09/19/2022	855579	NorthWestern Energy	Public Safety	$ 8.12	0712532-1
09/19/2022	855579	NorthWestern Energy	Public Safety	$ 533.58	0720817-6
09/19/2022	855579	NorthWestern Energy	Public Safety	$ 1,790.61	1183483-5
09/19/2022	855579	NorthWestern Energy	Street/Traffic	$ 7.37	0855404-0
09/19/2022	855579	NorthWestern Energy	Street/Traffic	$ 27.97	1045820-6
09/19/2022	855579	NorthWestern Energy	Street/Traffic	$ 135.90	3088038-9
09/19/2022	855579	NorthWestern Energy	Street/Traffic	$ 0.83	3590004-2
09/19/2022	855579	NorthWestern Energy	Street/Traffic	$ 36.65	3648861-7
09/19/2022	855579	NorthWestern Energy	Transit	$ 2,357.08	0100473-8. Monad Road. September 2022
09/19/2022	855579	NorthWestern Energy	Water	$ 12.01	1867265-9
09/19/2022	855579	NorthWestern Energy	Water	$ 638.54	Polydyne 1671292
09/19/2022	855586	Public Agency Training	Public Safety	$ 8,900.00	Basic Criminal Investigations for Patrol and New Criminal Investigators
09/19/2022	855587	Public Utilities	Park Dist 1	$ 1,169.13	180092
09/19/2022	855587	Public Utilities	Parks Maint	$ 196.07	102418
09/19/2022	855587	Public Utilities	Parks Maint	$ 1,106.85	136082
09/19/2022	855587	Public Utilities	Parks Maint	$ 2,270.69	136087
09/19/2022	855587	Public Utilities	Parks Maint	$ 4,231.15	136090
09/19/2022	855587	Public Utilities	Parks Maint	$ 7,558.81	136091

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/19/2022	855587	Public Utilities	Parks Maint	$ 19,253.88	136092
09/19/2022	855587	Public Utilities	Parks Maint	$ 3,938.12	136093
09/19/2022	855587	Public Utilities	Parks Maint	$ 6,666.32	136095
09/19/2022	855587	Public Utilities	Parks Maint	$ 4,325.08	136096
09/19/2022	855587	Public Utilities	Parks Maint	$ 344.03	136098
09/19/2022	855587	Public Utilities	Parks Maint	$ 1,552.73	136099
09/19/2022	855587	Public Utilities	Parks Maint	$ 10.85	136100
09/19/2022	855587	Public Utilities	Parks Maint	$ 689.27	136101
09/19/2022	855587	Public Utilities	Parks Maint	$ 14,952.92	136103
09/19/2022	855587	Public Utilities	Parks Maint	$ 3,421.41	136108
09/19/2022	855587	Public Utilities	Parks Maint	$ 43.73	136111
09/19/2022	855587	Public Utilities	Parks Maint	$ 54.69	136115
09/19/2022	855587	Public Utilities	Parks Maint	$ 1,210.97	148074
09/19/2022	855587	Public Utilities	Parks Maint	$ 4,401.80	148398
09/19/2022	855587	Public Utilities	Parks Maint	$ 465.69	148423
09/19/2022	855587	Public Utilities	Parks Maint	$ 1,739.05	148654
09/19/2022	855587	Public Utilities	Parks Maint	$ 37.15	148702
09/19/2022	855587	Public Utilities	Parks Maint	$ 1,419.21	158252
09/19/2022	855587	Public Utilities	Parks Maint	$ 6,630.86	163614
09/19/2022	855587	Public Utilities	Parks Maint	$ 146.75	163944
09/19/2022	855587	Public Utilities	Parks Maint	$ 6,387.68	164211
09/19/2022	855587	Public Utilities	Parks Maint	$ 10,059.28	164212
09/19/2022	855587	Public Utilities	Parks Maint	$ 3,777.61	166674
09/19/2022	855587	Public Utilities	Parks Maint	$ 12.85	168362
09/19/2022	855587	Public Utilities	Parks Maint	$ 4,029.69	175850
09/19/2022	855587	Public Utilities	Parks Maint	$ 547.89	176577
09/19/2022	855587	Public Utilities	Parks Maint	$ 120.45	177710
09/19/2022	855587	Public Utilities	Parks Maint	$ 20.71	179987
09/19/2022	855587	Public Utilities	Parks Maint	$ 2,153.53	180090
09/19/2022	855587	Public Utilities	Parks Maint	$ 404.31	180091
09/19/2022	855587	Public Utilities	Parks Maint	$ 130.31	187900
09/19/2022	855587	Public Utilities	Parks Maint	$ 772.57	192352
09/19/2022	855587	Public Utilities	Parks Maint	$ 398.83	201942
09/19/2022	855587	Public Utilities	Parks Maint	$ 11,587.36	236250

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/19/2022	855587	Public Utilities	Parks Maint	$ 5,980.57	242652
09/19/2022	855587	Public Utilities	Parks Maint	$ 9.75	260404
09/19/2022	855587	Public Utilities	Street/Traffic	$ 6,110.26	168593
09/19/2022	855587	Public Utilities	Street/Traffic	$ 561.93	178621
09/19/2022	855587	Public Utilities	Street/Traffic	$ 395.15	180331
09/19/2022	855587	Public Utilities	Street/Traffic	$ 6,329.99	180332
09/19/2022	855587	Public Utilities	Street/Traffic	$ 624.78	180333
09/19/2022	855587	Public Utilities	Street/Traffic	$ 11.55	180334
09/19/2022	855587	Public Utilities	Street/Traffic	$ 3,162.55	180335
09/19/2022	855587	Public Utilities	Street/Traffic	$ 2,082.99	180336
09/19/2022	855587	Public Utilities	Street/Traffic	$ 97.23	180337
09/19/2022	855587	Public Utilities	Street/Traffic	$ 787.71	180338
09/19/2022	855587	Public Utilities	Street/Traffic	$ 9.55	180339
09/19/2022	855587	Public Utilities	Street/Traffic	$ 8.45	180396
09/19/2022	855587	Public Utilities	Street/Traffic	$ 11.55	181505
09/19/2022	855587	Public Utilities	Street/Traffic	$ 4,170.87	184751
09/19/2022	855587	Public Utilities	Street/Traffic	$ 3,085.83	185688
09/19/2022	855587	Public Utilities	Street/Traffic	$ 2,296.71	185689
09/19/2022	855587	Public Utilities	Street/Traffic	$ 11.55	185690
09/19/2022	855587	Public Utilities	Street/Traffic	$ 5,338.11	185691
09/19/2022	855587	Public Utilities	Street/Traffic	$ 4,981.91	191161
09/19/2022	855587	Public Utilities	Street/Traffic	$ 2,263.83	191162
09/19/2022	855587	Public Utilities	Street/Traffic	$ 178.33	241853
09/19/2022	855587	Public Utilities	Street/Traffic	$ 227.65	243345
09/19/2022	855587	Public Utilities	Street/Traffic	$ 194.77	243346
09/19/2022	855587	Public Utilities	Street/Traffic	$ 227.65	243891
09/19/2022	855587	Public Utilities	Street/Traffic	$ 1,701.77	248978
09/19/2022	855587	Public Utilities	Street/Traffic	$ 347.13	259589
09/19/2022	855587	Public Utilities	Street/Traffic	$ 1,032.13	259590
09/19/2022	855587	Public Utilities	Street/Traffic	$ 12.57	259591
09/19/2022	855587	Public Utilities	Street/Traffic	$ 3,271.54	261854
09/21/2022	855633	Public Utilities	Street/Traffic	$ 3,158.80	271609
09/19/2022	855590	Rimrock Foundation	Court Grants	$ 2,190.00	Ancillary 22 August Rimrock
09/19/2022	855590	Rimrock Foundation	Court Grants	$ 6,224.03	Other 22 August Rimrock

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/19/2022	855590	Rimrock Foundation	Court Grants	$ 374.52	Psycho. Ther. Lack 22 August Rimrock
09/19/2022	855590	Rimrock Foundation	Court Grants	$ 100.00	Screenings 22 August Rimrock
09/19/2022	855593	Rocky Mt Health Network	City Ins Fund	$ 15,000.00	Inv. 47333 Biometric Screening -375 screenings
09/19/2022	855600	Solid Waste System	Fleet	$ 236.52	146318 PO NUM 315006
09/19/2022	855600	Solid Waste System	Fleet	$ 1,217.14	146319 PO NUM 315006
09/19/2022	855600	Solid Waste System	Solid Waste	$ 3,440.23	146334
09/19/2022	855602	St V Occupation Health	City Ins Fund	$ 960.75	Drug Testing, On-site nurse, DOT Physicals, Respiratory Medical Questions
09/19/2022	855602	St V Occupation Health	Fleet	$ 95.00	Drug Testing, On-site nurse, DOT Physicals, Respiratory Medical Questions
09/19/2022	855602	St V Occupation Health	General	$ 2,825.00	Drug Testing, On-site nurse, DOT Physicals, Respiratory Medical Questions
09/19/2022	855602	St V Occupation Health	Library	$ 95.00	Drug Testing, On-site nurse, DOT Physicals, Respiratory Medical Questions
09/19/2022	855602	St V Occupation Health	Park Dist 1	$ 95.00	Drug Testing, On-site nurse, DOT Physicals, Respiratory Medical Questions
09/19/2022	855602	St V Occupation Health	Public Safety	$ 40.00	Drug Testing, On-site nurse, DOT Physicals, Respiratory Medical Questions
09/19/2022	855602	St V Occupation Health	Public Safety	$ 95.00	Drug Testing, On-site nurse, DOT Physicals, Respiratory Medical Questions
09/19/2022	855602	St V Occupation Health	Solid Waste	$ 285.00	Drug Testing, On-site nurse, DOT Physicals, Respiratory Medical Questions
09/19/2022	855602	St V Occupation Health	Street/Traffic	$ 550.00	Drug Testing, On-site nurse, DOT Physicals, Respiratory Medical Questions
09/19/2022	855602	St V Occupation Health	Transit	$ 95.00	Drug Testing, On-site nurse, DOT Physicals, Respiratory Medical Questions
09/19/2022	855602	St V Occupation Health	Transit	$ 380.00	Drug Testing, On-site nurse, DOT Physicals, Respiratory Medical Questions
09/19/2022	855602	St V Occupation Health	Wastewater	$ 260.00	Drug Testing, On-site nurse, DOT Physicals, Respiratory Medical Questions
09/19/2022	855602	St V Occupation Health	Wastewater	$ 96.00	Drug Testing, On-site nurse, DOT Physicals, Respiratory Medical Questions
09/19/2022	855602	St V Occupation Health	Water	$ 144.00	Drug Testing, On-site nurse, DOT Physicals, Respiratory Medical Questions
09/21/2022	855634	Summit Structures MT	Public Safety	$ 5,000.00	CA-17034, 10x12 shed
09/21/2022	855634	Summit Structures MT	Public Safety	$ 7,000.00	FE-17033, 10x16 utility shed
09/19/2022	855608	TC Sales & Service	Water	$ 1,586.00	COUPLING ROD 862959 - MODEL NETZSCH
09/19/2022	855608	TC Sales & Service	Water	$ 196.00	GASKET 171-112-2 BUNA
09/19/2022	855608	TC Sales & Service	Water	$ 1,543.00	GEAR JOINT INTERNAL NE60
09/19/2022	855608	TC Sales & Service	Water	$ 80.00	GEAR JOINT KEY NE60 B6-4- - 14 # 470034
09/19/2022	855608	TC Sales & Service	Water	$ 434.00	GEAR JOINT SEAL NE60/70 S - M VI # 875978
09/19/2022	855608	TC Sales & Service	Water	$ 1,016.00	GEAR JOINT SHELL # 880284
09/19/2022	855608	TC Sales & Service	Water	$ 724.00	HEAD RING NE60 1.4571
09/19/2022	855608	TC Sales & Service	Water	$ 54.00	NUT HEX M20 W/TAPPED HOLE FOR SET SCREW
09/19/2022	855608	TC Sales & Service	Water	$ 50.00	O-RING 125-4 NB70 D3770 - 516401
09/19/2022	855608	TC Sales & Service	Water	$ 196.00	O-RING 71-3 NB D3770
09/19/2022	855608	TC Sales & Service	Water	$ 64.00	PLUG DRAIN GEAR JOINT A4 - M8 X 1.25
09/19/2022	855608	TC Sales & Service	Water	$ 3,889.00	ROTOR # 4964884 - MODEL NETZSCH ND70A

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/19/2022	855608	TC Sales & Service	Water	$ 88.00	SCREW SOCKET HEAD CLAMP - M5 X 10 D912 A4 316SS
09/19/2022	855608	TC Sales & Service	Water	$ 22.00	SCREW SOCKET HEAD SET POINTED M5X6 DP14 45H
09/19/2022	855608	TC Sales & Service	Water	$ 54.00	WASHER/DISK 502152 - (502152)
09/19/2022	855609	Tel Net Systems	Airport	$ 9,642.60	Gate 16 Fiber Optic Cable Installation Project
09/19/2022	855609	Tel Net Systems	Facilities	$ 238.50	Labor to troubleshoot Stanley Pac at BOC
09/19/2022	855611	Thorn Run Partners	General	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract.; Payment 2
09/19/2022	855611	Thorn Run Partners	P.W. Admin	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract.; Payment 2
09/19/2022	ACH	Town & Country Supply	Fleet	$ 28,322.15	430131 PO NUM 314987
09/19/2022	ACH	Town & Country Supply	Fleet	$ 33,656.81	430789 PO NUM 314981
09/19/2022	855615	TriTech Software	Public Safety	$ 2,646.00	crimemapping annual subscription OCT2022-OCT2023
09/19/2022	855616	Uniforms2gear	Public Safety	$ 30.80	2022070567, neckties
09/19/2022	855616	Uniforms2gear	Public Safety	$ 186.51	2022080467, class B pants
09/19/2022	855616	Uniforms2gear	Public Safety	$ 103.00	2022080675, shoes
09/19/2022	855616	Uniforms2gear	Public Safety	$ 616.68	2022080789, ballistics carrier
09/19/2022	855616	Uniforms2gear	Public Safety	$ 4,193.26	2022080796, class B shirts and pants
09/19/2022	855616	Uniforms2gear	Public Safety	$ 150.32	2022080864, class B shirts
09/19/2022	855616	Uniforms2gear	Public Safety	$ 1,759.38	2022080955, carriers and plates
09/19/2022	855616	Uniforms2gear	Public Safety	$ 531.54	2022090010, class B pants
09/19/2022	855616	Uniforms2gear	Public Safety	$ 2,296.14	2022090116, outer carriers
09/19/2022	855620	Verizon Wireless	Airport	$ 51.67	Airport
09/19/2022	855620	Verizon Wireless	Engineering	$ 136.60	PW-Engineering
09/19/2022	855620	Verizon Wireless	Fleet	$ 107.33	Motor Pool
09/19/2022	855620	Verizon Wireless	General	$ 168.26	City Administrator
09/19/2022	855620	Verizon Wireless	General	$ 40.01	Tina Hoeger Laptop
09/19/2022	855620	Verizon Wireless	General	$ 27.32	Victoria Hill -Laptop
09/19/2022	855620	Verizon Wireless	Park Dist 1	$ 52.38	PRPL-PARKS
09/19/2022	855620	Verizon Wireless	Parking	$ (20.26)	Parking
09/19/2022	855620	Verizon Wireless	Parking	$ 52.57	PRKING Enforcement (Parking)
09/19/2022	855620	Verizon Wireless	PD Program	$ 374.13	CCSIU Cell/PTT
09/19/2022	855620	Verizon Wireless	PD Program	$ (19.38)	CCSIU MDT
09/19/2022	855620	Verizon Wireless	PD Program	$ 80.02	CCSIU RAVEN
09/19/2022	855620	Verizon Wireless	Public Safety	$ 268.32	Fire MDT
09/19/2022	855620	Verizon Wireless	Public Safety	$ 520.13	MDT Toughbooks
09/19/2022	855620	Verizon Wireless	Public Safety	$ (3.94)	Police

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/19/2022	855620	Verizon Wireless	Public Safety	$ 80.02	Police iPads
09/19/2022	855620	Verizon Wireless	Public Safety	$ 40.01	Police MiFi
09/19/2022	855620	Verizon Wireless	Public Safety	$ 41.57	Police
09/19/2022	855620	Verizon Wireless	Solid Waste	$ (20.26)	PW Dozer Trimble Dozer
09/19/2022	855620	Verizon Wireless	Solid Waste	$ 109.28	PW-Solid Waste
09/19/2022	855620	Verizon Wireless	Solid Waste	$ 207.39	PW-SW-ON CALL Solid Waste On Call
09/19/2022	855620	Verizon Wireless	Solid Waste	$ 23.98	PW-SW-ON CALL Solid Waste On Call
09/19/2022	855620	Verizon Wireless	Solid Waste	$ 524.52	Solid Waste Tablets -Routware
09/19/2022	855620	Verizon Wireless	Street/Traffic	$ 174.67	PW-Streets iPads
09/19/2022	855620	Verizon Wireless	Street/Traffic	$ 121.63	PW-Streets City Works
09/19/2022	855620	Verizon Wireless	Street/Traffic	$ 196.85	PW-STRT TRFC Streets
09/19/2022	855620	Verizon Wireless	Transit	$ 309.02	MET AVL
09/19/2022	855620	Verizon Wireless	Transit	$ 2,090.54	MET Max Transit
09/19/2022	855620	Verizon Wireless	Wastewater	$ 400.10	MET Tablets
09/19/2022	855620	Verizon Wireless	Wastewater	$ -	PW-DIS-COLL Cityworks 60/40
09/19/2022	855620	Verizon Wireless	Water	$ 27.32	PW Belknap Meter Shop
09/19/2022	855620	Verizon Wireless	Water	$ 27.32	PWBLKNP Water Treatment
09/19/2022	855620	Verizon Wireless	Water	$ 40.03	PWBLNP Comm-Meter CityWorks/Neptune
09/19/2022	855620	Verizon Wireless	Water	$ 74.41	PWBLNP Comm-Meter CityWorks/Neptune
09/19/2022	855622	Warren Transport	Park Dist 1	$ 130,604.32	added change order #1 & 2 9/14 to increase missed first time
09/19/2022	855625	Western Electrical	Facilities	$ 46,805.12	electrical bus duct system at the Stillwater Building
09/19/2022	855628	Wilbur Ellis Co	Park Dist 1	$ 340.00	chemicals -15298585
09/19/2022	855628	Wilbur Ellis Co	Park Dist 1	$ 1,085.00	chemicals -15298629
09/19/2022	855628	Wilbur Ellis Co	Park Dist 1	$ 45.00	chemicals -15306614
09/19/2022	855628	Wilbur Ellis Co	Park Dist 1	$ 1,311.25	chemicals -15312900
09/19/2022	855628	Wilbur Ellis Co	Park Dist 1	$ 360.00	chemicals -15320067
09/19/2022	855628	Wilbur Ellis Co	Park Dist 1	$ 2,975.00	chemicals -15329007
09/19/2022	855629	World Book	Library	$ 3,447.15	0001642338 Online package

City Council Regular

Date:	10/24/2022
Title:	Payment of Claims for week of September 26, 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 $4,209,508.63 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 09262022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/26/2022	ACH	A & I Distributors	Airport	$ 2,276.06	Invoice #3831527. Diesel Engine Oil 15W40
09/26/2022	ACH	A & I Distributors	Airport	$ 1,321.38	Invoice #3836309. Grease and 15W40 Motor Oil
09/26/2022	ACH	A & I Distributors	Fleet	$ 4,354.11	3823183 PO NUM 314639
09/26/2022	ACH	A & I Distributors	Fleet	$ 2,884.40	3825607 PO NUM 314639
09/26/2022	ACH	A & I Distributors	Fleet	$ 1,652.06	3828476 PO NUM 314639
09/26/2022	ACH	A & I Distributors	Fleet	$ 1,696.58	3831447 PO NUM 314639
09/26/2022	ACH	A & I Distributors	Fleet	$ 1,608.26	3833318 PO NUM 314639
09/26/2022	ACH	A & I Distributors	Fleet	$ 100.80	3834967 PO NUM 314639
09/26/2022	ACH	A & I Distributors	Fleet	$ 456.52	3835759 PO NUM 314639
09/26/2022	ACH	A & I Distributors	Fleet	$ 647.26	3836995 PO NUM 314639
09/26/2022	ACH	A & I Distributors	Fleet	$ 2,126.44	3836995 PO NUM 314639
09/26/2022	ACH	A & I Distributors	Public Safety	$ 53.63	3836995
09/26/2022	ACH	A & I Distributors	Public Safety	$ 137.50	FIRE 1: 55- GALLONS DEF DELIVERED
09/26/2022	ACH	A & I Distributors	Solid Waste	$ 54.36	3836995
09/26/2022	ACH	A & I Distributors	Solid Waste	$ 825.00	330 GAL DEF Tote. Collections.
09/26/2022	ACH	A & I Distributors	Solid Waste	$ 825.00	330 GAL DEF Tote. Landfill.
09/26/2022	ACH	A & I Distributors	Solid Waste	$ 1,650.00	330GAL DEF TOTE. Collections.
09/26/2022	ACH	A & I Distributors	Solid Waste	$ 825.00	330GAL DEF TOTE. Landfill.
09/26/2022	ACH	A & I Distributors	Street/Traffic	$ 53.65	3836995
09/26/2022	ACH	A & I Distributors	Transit	$ 1,650.00	3831986 PO NUM 314639. 2640 Qts DEF
09/26/2022	855642	Advance Eng & Enviro	Water	$ 5,273.25	WO 22-45 Willett and Christensen Pump Station Improvements
09/26/2022	855643	Advance Traffic Prod	Street/Traffic	$ 9,152.80	red, yellow & green LED signal balls
09/26/2022	855645	Alpha Overhead Door	Public Safety	$ 936.00	FIRE 2: Replaced springs on front left overhead door
09/26/2022	855645	Alpha Overhead Door	Public Safety	$ 175.00	FIRE 5: Srvice call door not working
09/26/2022	855645	Alpha Overhead Door	Transit	$ 1,494.00	Overhead Door Repair
09/26/2022	855651	Askin Construction	Water	$ 363,493.38	WO 22-01 Water and Sewer Main Replacement; Payment 3
09/26/2022	855652	AssetWorks	Fleet	$ 2,562.50	AssetWorks Fleet management software
09/26/2022	855653	AT & T Corp	Airport	$ 759.47	Airport-
09/26/2022	855653	AT & T Corp	Airport	$ 25.13	MET Transit Tablets
09/26/2022	855653	AT & T Corp	Building	$ 650.44	PW-Building Cell Phones
09/26/2022	855653	AT & T Corp	Building	$ 386.10	PW-Building Surfaces
09/26/2022	855653	AT & T Corp	CDBG	$ 145.71	Comm Dev
09/26/2022	855653	AT & T Corp	Court Grants	$ 166.70	Muni Court DC
09/26/2022	855653	AT & T Corp	Engineering	$ 34.84	Engineering Tablets

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/26/2022	855653	AT & T Corp	Engineering	$ 109.36	Engineering Tablets
09/26/2022	855653	AT & T Corp	Engineering	$ 219.65	PW-Engineering Cell Phones and MiFi
09/26/2022	855653	AT & T Corp	Facilities	$ 4.52	Facilities BOC
09/26/2022	855653	AT & T Corp	Facilities	$ 90.42	Facilities BOC
09/26/2022	855653	AT & T Corp	Facilities	$ 90.42	Facilities BOC/CH & iPad
09/26/2022	855653	AT & T Corp	Facilities	$ 34.84	Facilities BOC/CH & iPad
09/26/2022	855653	AT & T Corp	Facilities	$ 85.90	Facilities City Hall
09/26/2022	855653	AT & T Corp	Facilities	$ 160.47	Facilities Managers
09/26/2022	855653	AT & T Corp	General	$ 95.77	City Attorney -Legal
09/26/2022	855653	AT & T Corp	General	$ 484.36	Code Enforcement
09/26/2022	855653	AT & T Corp	General	$ 25.02	Human Resources
09/26/2022	855653	AT & T Corp	General	$ 135.94	Legal Dept -Domestic Violence
09/26/2022	855653	AT & T Corp	General	$ 87.55	Parks Seasonal
09/26/2022	855653	AT & T Corp	General	$ 255.33	PRPL - Recreation Division
09/26/2022	855653	AT & T Corp	General	$ 104.52	Rec Tablets
09/26/2022	855653	AT & T Corp	IT Resources	$ 50.25	IT Department -On call Phone
09/26/2022	855653	AT & T Corp	Library	$ 224.80	Library
09/26/2022	855653	AT & T Corp	Library	$ 107.33	Library Out Reach
09/26/2022	855653	AT & T Corp	P.W. Admin	$ 39.10	PWBLKNP OFFICE -60/40
09/26/2022	855653	AT & T Corp	P.W. Admin	$ 26.07	PWBLKNP OFFICE -60/40
09/26/2022	855653	AT & T Corp	Park Dist 1	$ 538.36	Parks Dept -Cemetery
09/26/2022	855653	AT & T Corp	Park Dist 1	$ 20.25	Parks Dept -Cemetery
09/26/2022	855653	AT & T Corp	Park Dist 1	$ 70.04	Parks Seasonal
09/26/2022	855653	AT & T Corp	Park Dist 1	$ 235.54	PRPL Parks Tablets
09/26/2022	855653	AT & T Corp	Park Dist 1	$ 452.92	PRPL Parks Tablets
09/26/2022	855653	AT & T Corp	Parking	$ 77.63	Parking Division Meter Maintenance
09/26/2022	855653	AT & T Corp	Parking	$ 226.05	Parking Phones and scanner
09/26/2022	855653	AT & T Corp	Parking	$ 226.05	Parking Phones and scanner
09/26/2022	855653	AT & T Corp	PD Program	$ 160.56	CCSIU Toughbook
09/26/2022	855653	AT & T Corp	PD Program	$ 45.52	Domestic Violence
09/26/2022	855653	AT & T Corp	Phone System	$ 65.02	IT iPads
09/26/2022	855653	AT & T Corp	Phone System	$ 3.46	Metro Cell
09/26/2022	855653	AT & T Corp	Phone System	$ 67.76	TeleComm Manager
09/26/2022	855653	AT & T Corp	Planning	$ 62.72	PLANNING

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09/26/2022	855653	AT & T Corp	Public Safety	$ 272.81	Animal Control Cell Phones
09/26/2022	855653	AT & T Corp	Public Safety	$ 240.84	Animal Control -MDT
09/26/2022	855653	AT & T Corp	Public Safety	$ 288.77	Comm. Center 9-1-1
09/26/2022	855653	AT & T Corp	Public Safety	$ 40.14	Detective Chartier -Toughbook
09/26/2022	855653	AT & T Corp	Public Safety	$ 50.25	Fire Department Cell Phones
09/26/2022	855653	AT & T Corp	Public Safety	$ 1,212.98	Fire Department Cell Phones
09/26/2022	855653	AT & T Corp	Public Safety	$ (2,075.00)	Fire iPads -Assistant chiefs new iPads
09/26/2022	855653	AT & T Corp	Public Safety	$ 799.46	Fire iPads -Assistant chiefs new iPads
09/26/2022	855653	AT & T Corp	Public Safety	$ 487.76	Fire iPads -Assistant chiefs new iPads
09/26/2022	855653	AT & T Corp	Public Safety	$ 174.20	Fire iPads -Assistant chiefs new iPads
09/26/2022	855653	AT & T Corp	Public Safety	$ 170.16	Fire iPads -Assistant chiefs new iPads
09/26/2022	855653	AT & T Corp	Public Safety	$ 85.66	ICAC -Campbell and Spare
09/26/2022	855653	AT & T Corp	Public Safety	$ 1,375.54	MDT Fire
09/26/2022	855653	AT & T Corp	Public Safety	$ 3,490.15	Police Department Cell Phone
09/26/2022	855653	AT & T Corp	Public Safety	$ 401.40	Police MDT Toughbooks and Loaner MDT's
09/26/2022	855653	AT & T Corp	Public Safety	$ 3,692.88	Police MDT Toughbooks and Loaner MDT's
09/26/2022	855653	AT & T Corp	Public Safety	$ 272.84	Police -Resource Officers
09/26/2022	855653	AT & T Corp	Public Safety	$ 287.20	Yellowstone County Cellular Charges -Three cradlepoints -Fire Dept
09/26/2022	855653	AT & T Corp	Solid Waste	$ 134.29	SOLID WASTE SUPERINTENDANT
09/26/2022	855653	AT & T Corp	Solid Waste	$ 87.81	SOLID WASTE SUPERINTENDANT
09/26/2022	855653	AT & T Corp	Street/Traffic	$ 372.55	School Flashers
09/26/2022	855653	AT & T Corp	Street/Traffic	$ 656.48	Street Traffic iPads
09/26/2022	855653	AT & T Corp	Street/Traffic	$ 43.34	Street Traffic iPads
09/26/2022	855653	AT & T Corp	Transit	$ 101.16	MET Supervisor Cell Phones
09/26/2022	855653	AT & T Corp	Transit	$ 100.10	MET Supervisor Cell Phones
09/26/2022	855653	AT & T Corp	Transit	$ 50.07	MET Supervisor Cell Phones
09/26/2022	855653	AT & T Corp	Transit	$ 10.10	MET Supervisor Cell Phones
09/26/2022	855653	AT & T Corp	Transit	$ 40.07	MET Supervisor Cell Phones
09/26/2022	855653	AT & T Corp	Transit	$ 445.38	MET Transit Tablets
09/26/2022	855653	AT & T Corp	Transit	$ 645.35	MET Transit Tablets
09/26/2022	855653	AT & T Corp	Transit	$ 25.12	MET Transit Tablets
09/26/2022	855653	AT & T Corp	Wastewater	$ 180.84	PW Environmental
09/26/2022	855653	AT & T Corp	Wastewater	$ 336.12	PWBELKNAP-DIST COLL CELL PHONES 60/40
09/26/2022	855653	AT & T Corp	Wastewater	$ 475.30	PWBLKNP Electricians -Phones

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09/26/2022	855653	AT & T Corp	Wastewater	$ 27.67	PWBLKNP STORES -75/25
09/26/2022	855653	AT & T Corp	Wastewater	$ 909.83	PWBLNP-WWTRMNT1 Wastewater Treatment Plant
09/26/2022	855653	AT & T Corp	Wastewater	$ 299.32	PW-Distribution Collection Tablets 60/40
09/26/2022	855653	AT & T Corp	Wastewater	$ 69.68	PW-Environmental
09/26/2022	855653	AT & T Corp	Water	$ -	Mikayla Nielsen -WTP -Moved to acct #6503
09/26/2022	855653	AT & T Corp	Water	$ 504.18	PWBELKNAP-DIST COLL CELL PHONES 60/40
09/26/2022	855653	AT & T Corp	Water	$ 1,093.57	PWBELKNAP-WT Water Treatment
09/26/2022	855653	AT & T Corp	Water	$ (200.00)	PWBELKNAP-WT Water Treatment
09/26/2022	855653	AT & T Corp	Water	$ 475.75	PWBLKNP COMM-METER CityWorks/Neptune
09/26/2022	855653	AT & T Corp	Water	$ 197.72	PWBLKNP MTRSHOP CELL PHONE AND IPADS
09/26/2022	855653	AT & T Corp	Water	$ 201.83	PWBLKNP MTRSHOP CELL PHONE AND IPADS
09/26/2022	855653	AT & T Corp	Water	$ 83.01	PWBLKNP STORES -75/25
09/26/2022	855653	AT & T Corp	Water	$ 448.98	PW-Distribution Collection Tablets 60/40
09/26/2022	855658	Blgs Area Chamber	General	$ 2,850.00	Registration for DEII Classes
09/26/2022	855658	Blgs Area Chamber	General	$ 1,450.00	Registration for DEII Classes
09/26/2022	855658	Blgs Area Chamber	General	$ 1,250.00	Registration for DEII Classes
09/26/2022	855658	Blgs Area Chamber	General	$ 1,250.00	Registration for DEII Classes
09/26/2022	855664	Blgs Precast Enterp	Wastewater	$ 1,460.00	Manhole job # PBS033
09/26/2022	855664	Blgs Precast Enterp	Wastewater	$ 2,150.00	manhole parts for Mountain View Project
09/26/2022	855664	Blgs Precast Enterp	Wastewater	$ 6,065.00	manhole parts for Mountain view project
09/26/2022	855667	Border States	Wastewater	$ 19,266.30	Thinmanager Software for 12 Terminals at WRF
09/26/2022	855667	Border States	Wastewater	$ 54.23	Cable ties for control cabinets
09/26/2022	855667	Border States	Wastewater	$ 142.55	Electrical supplies for WRF-3/4 snap, wa
09/26/2022	855667	Border States	Wastewater	$ 102.58	Lable Cart for Wire/Electrical Labeling
09/26/2022	855667	Border States	Wastewater	$ 55.78	QCR BKR for lift station at WRF by secon
09/26/2022	855667	Border States	Wastewater	$ 2,519.49	Reversing contact for macerator function
09/26/2022	855667	Border States	Wastewater	$ 196.77	Thin Client mounting brackets
09/26/2022	855667	Border States	Wastewater	$ 313.85	Wire and FIsh tape for pulling wire
09/26/2022	855667	Border States	Wastewater	$ 208.87	Wire for WRF
09/26/2022	855667	Border States	Water	$ 10.47	4 square box for electrical work at Voel
09/26/2022	855667	Border States	Water	$ 54.23	Cable ties for control cabinets
09/26/2022	855667	Border States	Water	$ 26.86	cap / electrical supplies
09/26/2022	855667	Border States	Water	$ 316.69	electrical supplies
09/26/2022	855667	Border States	Water	$ 105.07	electrical supplies for strobe project

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09/26/2022	855667	Border States	Water	$ 25.00	Ring Term for Hoist Fix
09/26/2022	855667	Border States	Water	$ 1,420.50	SUpplies for Horn and Strobe project at
09/26/2022	855667	Border States	Water	$ 314.61	supplies for radio work
09/26/2022	855669	Brenntag Pacific	Wastewater	$ 6,282.50	Chemicals
09/26/2022	ACH	Burns&McDonnell Eng	Water	$ 310,175.60	WO 19-42 West End Water Treatment Plant Project; Payment 26
09/26/2022	855681	Chessen Ph.D	Public Safety	$ 5,500.00	PSYCH EVALS/TESTING: NEW HIRES 08/22/2022
09/26/2022	855684	Clean Earth Enviro	Solid Waste	$ 8,214.00	Transportation-Aerosols Bulk Paint. Pesticides. Bulk oil. Fluorescent tubes
09/26/2022	855684	Clean Earth Enviro	Solid Waste	$ 680.00	Chemist. Landfill.
09/26/2022	855684	Clean Earth Enviro	Solid Waste	$ 680.00	Environmental Tech. Landfill.
09/26/2022	855684	Clean Earth Enviro	Solid Waste	$ 425.00	Environmental Tech. Landfill.
09/26/2022	855684	Clean Earth Enviro	Solid Waste	$ 340.00	Environmental tech. Landfill.
09/26/2022	855684	Clean Earth Enviro	Solid Waste	$ 765.00	Environmental Tech. Landfill.
09/26/2022	855694	Dakota Supply Group	Water	$ 83.82	1" X 100' POLY PIPE - SDR9 CTS 250#
09/26/2022	855694	Dakota Supply Group	Water	$ 6,408.00	3/4" METER LOOPS AKA YOKE
09/26/2022	855694	Dakota Supply Group	Water	$ 50.73	3/4" X 100' POLY PIPE - SDR9 CTS 250#
09/26/2022	855694	Dakota Supply Group	Water	$ 36.71	3/4" X 100' POLY PIPE - SDR9 CTS 250#
09/26/2022	855695	Dell Computer	IT Resources	$ 1,181.13	Credit Risser PC- old one got fixed, will give this one to new PC Support
09/26/2022	855695	Dell Computer	IT Resources	$ 2,318.36	15", i7, 16GB RAM, 256GB SSD, Dock, 2-24" monitors, sound bar
09/26/2022	855695	Dell Computer	Public Safety	$ 2,312.68	Qty.2 Dell Latitude 5430, i5 Processor, 16GB RAM, 256GB SSD -Fire EMS
09/26/2022	855695	Dell Computer	Wastewater	$ 1,576.14	TRP Monitors for WRF Thin CLients
09/26/2022	855695	Dell Computer	Water	$ (1,181.13)	Credit Risser PC- old one got fixed, will give this one to new PC Support
09/26/2022	855698	DOWL	Planning	$ 5,450.00	Billings ByPass Corridor Study
09/26/2022	855698	DOWL	Wastewater	$ 43,643.45	WO 22-01 Schedules 1 & 2: Water & Sanitary Sewer Main Replacement
09/26/2022	855698	DOWL	Water	$ 37,798.30	WO 22-01 Schedules 1 & 2: Water & Sanitary Sewer Main Replacement
09/26/2022	855698	DOWL	Water	$ 32,812.71	WO 22-44 Zone 1 Water Storage Improvement
09/26/2022	855700	Dykman Electric	Water	$ 3,901.47	communication modules for VFD
09/26/2022	855703	E. OR Communicate	Wastewater	$ 3,696.00	450 Radios
09/26/2022	855703	E. OR Communicate	Water	$ 3,696.00	450 Radios
09/26/2022	855702	Earth Movers Exc	Gas Tax	$ 41,645.18	WO 22-24 Park PL Retaining Wall; Payment 2
09/26/2022	855705	Ecoverse	Solid Waste	$ 9,602.50	2207273
09/26/2022	855708	EnvisionWare	Library	$ 725.00	INV-US-60374 Annual Maintenance
09/26/2022	855708	EnvisionWare	Library	$ 3,561.02	INV-US-61264 Annual Maintenance RFID pads
09/26/2022	855712	Fischer Comm Floor	Public Safety	$ 1,971.25	01041: FIRE 1 ADMIN/HALL - FLOORING INSTALLED
09/26/2022	855712	Fischer Comm Floor	Public Safety	$ 5,093.55	FIRE 1 - ADMIN MAIN RECEPTION AREA

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09/26/2022	855713	Fisher Sand & Gravel	Street/Traffic	$ 3,379.43	asphalt
09/26/2022	855713	Fisher Sand & Gravel	Water	$ 1,760.00	Flow Fill for Montana Ave Services
09/26/2022	855713	Fisher Sand & Gravel	Water	$ 880.00	Flow Fill for Services on Montana
09/26/2022	855713	Fisher Sand & Gravel	Water	$ 1,860.00	Flow Fill for svcs on Montana
09/26/2022	855713	Fisher Sand & Gravel	Water	$ 2,324.61	River Bank Repair
09/26/2022	855714	Grainger Parts	Street/Traffic	$ 135.83	winch for unit 1109
09/26/2022	855714	Grainger Parts	Wastewater	$ 135.76	air filter rolls for drvies at WRF
09/26/2022	855714	Grainger Parts	Wastewater	$ 985.13	Process Meter for Chris Rush
09/26/2022	855714	Grainger Parts	Wastewater	$ 3,206.65	strobes for WRF
09/26/2022	855714	Grainger Parts	Wastewater	$ 1,651.98	strobes for WRF future project and WTP P
09/26/2022	855714	Grainger Parts	Water	$ 17.14	Brush for brazing/welding for grounding
09/26/2022	855714	Grainger Parts	Water	$ 1,049.86	job box for secure tool stroage
09/26/2022	855714	Grainger Parts	Water	$ 735.40	mixer building, pump
09/26/2022	855714	Grainger Parts	Water	$ 985.12	Process Meter for Chris Rush
09/26/2022	855714	Grainger Parts	Water	$ 1,078.30	scratch brush, flammable safety cabinet,
09/26/2022	855714	Grainger Parts	Water	$ 351.73	spring return hose reel for shop compre
09/26/2022	855714	Grainger Parts	Water	$ 1,660.96	strobes
09/26/2022	855714	Grainger Parts	Water	$ 1,651.97	strobes for WRF future project and WTP P
09/26/2022	855714	Grainger Parts	Water	$ 131.78	Tool Tray for basket work
09/26/2022	855714	Grainger Parts	Water	$ 42.02	welding jacket for tacking strut and ele
09/26/2022	855714	Grainger Parts	Water	$ 31.41	welding wire for tacking strut and elect
09/26/2022	855714	Grainger Parts	Water	$ 3,282.30	wet location fixture for WTP
09/26/2022	855714	Grainger Parts	Water	$ 55.68	wheels for grounding
09/26/2022	855714	Grainger Parts	Water	$ 5.78	wire brush for smoothing out cad welds a
09/26/2022	855715	Hach Company	Water	$ 3,137.48	Anion QS-A1, Anion Guard
09/26/2022	855715	Hach Company	Water	$ 2,814.00	Instrument service support
09/26/2022	855716	Hample Excav	Airport	$ 155,458.90	West Utilities & Road Improvement - Amendment #27
09/26/2022	855718	Hardrives Const	Gas Tax	$ 118,465.25	WO 22-03 Chip Seal Contract 2; Payment 5
09/26/2022	855719	Hawkins	Water	$ 29,847.47	AQUA HAWK COAGULANT
09/26/2022	ACH	HDR, Inc.	Wastewater	$ 8,098.06	WO 20-44 WRF Nutrient Recovery Improvements Project; Payment 26
09/26/2022	ACH	HDR, Inc.	Water	$ 113,649.60	WO 19-12 West End Reservoir; Payment 41
09/26/2022	855724	Iaff	Payroll Clearing	$ 5,108.30	Payroll Summary
09/26/2022	855725	IMEG Corp	Public Safety	$ 4,471.00	Construction documents-professional Services
09/26/2022	855725	IMEG Corp	Public Safety	$ -	ENG Services for Fire 1- 911 Center parking lot

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09/26/2022	855728	Jacobs Eng	Solid Waste	$ 4,102.25	Landfill Gas Emissions Compliance, Professional Services Contract
09/26/2022	855729	JC Billion	Building	$ 54,316.00	truck for inspector
09/26/2022	855731	Joe Johnson Equip	Street/Traffic	$ 2,779.68	rear brooms for sweepers
09/26/2022	855731	Joe Johnson Equip	Wastewater	$ (60.00)	CREDIT. UNIT 7917
09/26/2022	855735	Kingsley Company	Library	$ 4,899.00	Book drop for Heights Book Locker
09/26/2022	855736	Knife River	Airport	$ 162,723.10	West Taxilane Extension - Eligible for Reimbursement
09/26/2022	855736	Knife River	Airport	$ 18,080.35	West Taxilane Extension - Ineligible Costs
09/26/2022	855736	Knife River	Arterial Streets	$ 361,397.25	WO 22-03 Contract No. 1 City Overlay; payment 3
09/26/2022	855736	Knife River	Gas Tax	$ 15,501.20	WO 22-03 Contract No. 1 City Overlay; payment 3
09/26/2022	855736	Knife River	Street/Traffic	$ 826.72	1 1/2" crushed base
09/26/2022	855736	Knife River	Street/Traffic	$ 628.79	1 1/2" crushed base
09/26/2022	855745	Life-Assist	Public Safety	$ 68.40	3M COBAN SELF-ADHERENT WRAP, 2" 1582
09/26/2022	855745	Life-Assist	Public Safety	$ 319.50	3M RED DOT ELECTRODE W/STICKY GEL EL2575A 2570-5
09/26/2022	855745	Life-Assist	Public Safety	$ 70.00	ACCU-CHEK SAFE-T-PRO PLUS LANCETS GU40079
09/26/2022	855745	Life-Assist	Public Safety	$ 293.70	ADSCOPE 603 STETHOSCOPE, METALLIC RASPBERRY
09/26/2022	855745	Life-Assist	Public Safety	$ 15.40	AMBU SPUR II BAG MASK RESUSCITATOR, INFANT OM 5400 540 212 000
09/26/2022	855745	Life-Assist	Public Safety	$ 60.00	AMBU SPUR II BAG, MASK RESUSCITATOR, ADULT 520211 000 OM5200
09/26/2022	855745	Life-Assist	Public Safety	$ 450.00	CALCIUM GLUCONATE 1GM/10ML VIAL 63323-360-19
09/26/2022	855745	Life-Assist	Public Safety	$ 288.00	DIGITAL FINGERTIP OLSE OXIMETER PO 2100
09/26/2022	855745	Life-Assist	Public Safety	$ 204.80	DR 3316-00 EPINEPHRINE 1:10,000 1MG, 10ML LUER-JET SYRINGE
09/26/2022	855745	Life-Assist	Public Safety	$ 5.10	ENDOTRACHEAL TUBE, UNCUFFED, 5.0
09/26/2022	855745	Life-Assist	Public Safety	$ 15.00	INSTA-GLUCOSE, 31GM TUBE MD63
09/26/2022	855745	Life-Assist	Public Safety	$ 2.00	MED SOURCE ENDOTRACHEAL TUBE, 3.5 AE1135MS-23135
09/26/2022	855745	Life-Assist	Public Safety	$ 1.25	MED SOURCE ENDOTRACHEAL TUBE, CUFFED 5.0
09/26/2022	855745	Life-Assist	Public Safety	$ 12.50	MED SOURCE ENDOTRACHEAL TUBE, CUFFED, 6.5 MS-23265
09/26/2022	855745	Life-Assist	Public Safety	$ 2.34	MEDSOURCE ENDOTRACHEAL TUBE, UNCUFFED, 4.0
09/26/2022	855745	Life-Assist	Public Safety	$ 2.34	MEDSOURCE ENDOTRACHEAL TUBE, UNCUFFED, 4.5
09/26/2022	855745	Life-Assist	Public Safety	$ 1,849.68	NALOXONE, 2MG, 2ML LUER-JET SYRINGE, DR3369-00
09/26/2022	855745	Life-Assist	Public Safety	$ 143.84	NITROGLYCERIN TABLETS, 0.4MG DR0436-11
09/26/2022	855745	Life-Assist	Public Safety	$ 75.84	OXYGEN REGULATOR W/KNOB, 2 DISS/LETER FLOW OG8725KNOB
09/26/2022	855745	Life-Assist	Public Safety	$ 12.30	PARAMEDIC SHEARS, 7-1/4" RED 4185
09/26/2022	855745	Life-Assist	Public Safety	$ 32.80	PRESSURE INFUSER BAG, 1000CC IP411111010, SUN MEDICAL 950194310
09/26/2022	855745	Life-Assist	Public Safety	$ -	QUOTE #Q95549, EMS SUPPLIES, CUSTOMER #59101BFD
09/26/2022	855745	Life-Assist	Public Safety	$ 7.77	ROBERTAZZI NASOPHARYNGEAL AIRWAY, 32FR AB43962

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09/26/2022	855745	Life-Assist	Public Safety	$ 142.24	SG3000PROSPHYG 775 BP UNIT, ADULT
09/26/2022	855745	Life-Assist	Public Safety	$ 5.00	SMALL NYLON WRENCH FOR 02 CYLINDERS OT83
09/26/2022	855745	Life-Assist	Public Safety	$ 375.00	SOLU-MEDROL (METHOLPREDNISOLONE) 0009-0047-22, DR0047-22
09/26/2022	855745	Life-Assist	Public Safety	$ 8,175.00	SUPRENO NITRILE GLOVES ASST SIZES: XL,, M, L
09/26/2022	855745	Life-Assist	Public Safety	$ 81.00	TEST STRIPS CHI R3H01P-450
09/26/2022	855745	Life-Assist	Public Safety	$ 67.50	TRUE METRIX PRO BLOOD GLUCOMETER GU8489 5088489
09/26/2022	855751	Marketing Specialties	P.W. Admin	$ 86.26	SC FUEL PUMP REPAIR
09/26/2022	855751	Marketing Specialties	Public Safety	$ 22,649.32	FIRE 7-provide & install above ground storage tank
09/26/2022	855751	Marketing Specialties	Wastewater	$ 86.26	SC FUEL PUMP REPAIR
09/26/2022	855751	Marketing Specialties	Wastewater	$ 34.50	SC FUEL PUMP REPAIR
09/26/2022	855751	Marketing Specialties	Water	$ 51.76	SC FUEL PUMP REPAIR
09/26/2022	855751	Marketing Specialties	Water	$ 86.26	SC FUEL PUMP REPAIR
09/26/2022	855751	Marketing Specialties	Water	$ 86.26	SC FUEL PUMP REPAIR
09/26/2022	855757	MFPE	Payroll Clearing	$ 2,779.40	Payroll Summary
09/26/2022	855761	Morrison Maierle	Airport	$ 1,613.83	Amendment #5 Terminal Expansion Project-Terminal Security-CA-Federal Share
09/26/2022	855761	Morrison Maierle	Airport	$ 136.53	Amendment #5 Terminal Expansion Project-Terminal Security-CA-Local Share
09/26/2022	855761	Morrison Maierle	Airport	$ 5,889.45	Amendment 32 Westend Taxilane Extension Project - Federal Share
09/26/2022	855761	Morrison Maierle	Airport	$ 654.38	Amendment 32 Westend Taxilane Extension Project - Local Share
09/26/2022	855761	Morrison Maierle	Airport	$ 387.03	Passenger Boarding Jet Bridges - Eligible Local Share
09/26/2022	855761	Morrison Maierle	Airport	$ 32.74	Passenger Boarding Jet Bridges - Ineligible Share
09/26/2022	855761	Morrison Maierle	Airport	$ 580.52	RFP TSA Relocation FY2022 Construction - Federal Share (92.2%)
09/26/2022	855761	Morrison Maierle	Airport	$ 49.11	RFP TSA Relocation FY2022 Construction - Local Share (7.8%)
09/26/2022	855761	Morrison Maierle	Airport	$ 5,214.70	Water Tower Painting Design and Construction
09/26/2022	855761	Morrison Maierle	Airport	$ 21,058.40	Westend Utilities & Road Project Construction
09/26/2022	855761	Morrison Maierle	Wastewater	$ 17,431.17	WO 20-01 Water/Sewer Replacement Project; Payment 31
09/26/2022	855761	Morrison Maierle	Wastewater	$ 9,355.74	WO 22-10 Alkali Creek Water and Sewer Extension
09/26/2022	855761	Morrison Maierle	Water	$ 11,434.80	WO 22-10 Alkali Creek Water and Sewer Extension
09/26/2022	855763	Moulton Bellingham	General	$ 7,772.50	Inv. #148817 Houser WWFF
09/26/2022	855763	Moulton Bellingham	General	$ 2,337.50	Inv. #148819 McDaniel vs COB
09/26/2022	855764	MP Enviro Service	Wastewater	$ 331,082.08	WO 22-17 Primary Digester Cleaning; Payment 2 Final
09/26/2022	855765	MPPA	Payroll Clearing	$ 3,933.23	Payroll Summary
09/26/2022	855754	MT CSED	Payroll Clearing	$ 4,220.59	Payroll Summary
09/26/2022	855755	MT Dakota Utilities	Airport	$ 185.83	129 573 1000 1. Mud Wash. September 2022
09/26/2022	855755	MT Dakota Utilities	Airport	$ 24.37	160 723 3573 6. USDA. September 2022

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09/26/2022	855755	MT Dakota Utilities	Airport	$ 159.83	179 053 7751 5. New Terminal. September 2022
09/26/2022	855755	MT Dakota Utilities	Airport	$ 24.37	185 580 1000 7. TSA. September 2022
09/26/2022	855755	MT Dakota Utilities	Airport	$ 26.58	229 573 1000 0. Detail Bay 1 Hertz. September 2022
09/26/2022	855755	MT Dakota Utilities	Airport	$ 27.62	283 116 0655 3. Alpine Maintenance. September 2022
09/26/2022	855755	MT Dakota Utilities	Airport	$ 207.49	285 580 1000 6
09/26/2022	855755	MT Dakota Utilities	Airport	$ 24.37	295 580 1000 4. Aero Interiors. September 2022
09/26/2022	855755	MT Dakota Utilities	Airport	$ 28.79	329 573 1000 9. Detail Bay 3 Enterprise. September 2022
09/26/2022	855755	MT Dakota Utilities	Airport	$ 32.04	429 573 1000 8. Detail Bay 4 Avis/Budget. September 2022
09/26/2022	855755	MT Dakota Utilities	Airport	$ 27.62	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. September 2022
09/26/2022	855755	MT Dakota Utilities	Airport	$ 2,597.18	595 580 1000 1
09/26/2022	855755	MT Dakota Utilities	Airport	$ 30.87	629 573 1000 6. Detail Bay 2 National/Alamo. September 2022
09/26/2022	855755	MT Dakota Utilities	Airport	$ 141.40	706 580 1000 7
09/26/2022	855755	MT Dakota Utilities	Airport	$ 24.37	846 093 3091 9. East Terminal Rooftops. September 2022
09/26/2022	855755	MT Dakota Utilities	Airport	$ 135.99	88 689 5644 8. Concourse Kitchen. September 2022
09/26/2022	855755	MT Dakota Utilities	Airport	$ 73.27	889 373 1000 6. Car Wash. September 2022
09/26/2022	855755	MT Dakota Utilities	Park Dist 1	$ 24.65	501 473 1000 2
09/26/2022	855755	MT Dakota Utilities	Wastewater	$ 73.27	596 733 1000 5
09/26/2022	855755	MT Dakota Utilities	Wastewater	$ 72.11	713 064 3190 0
09/26/2022	855755	MT Dakota Utilities	Wastewater	$ 72.08	843 879 2205 1
09/26/2022	855755	MT Dakota Utilities	Water	$ 13.81	373 580 1000 9
09/26/2022	855755	MT Dakota Utilities	Water	$ 13.81	373 580 1000 9
09/26/2022	855755	MT Dakota Utilities	Water	$ 24.37	541 380 1000 1
09/26/2022	855755	MT Dakota Utilities	Water	$ 71.08	921 580 1000 6
09/26/2022	855759	MT Lines	Arterial Streets	$ 127,909.91	WO 22-29 24th St West Signal Conduit Upgrade; Payment 2
09/26/2022	855760	MT State Firemen	Payroll Clearing	$ 4,538.89	Payroll Summary
09/26/2022	855769	NewFields Co	Wastewater	$ 3,760.00	MS4 Audit Review
09/26/2022	855770	NorMont Equip	Street/Traffic	$ 2,137.50	emulsion for road patcher
09/26/2022	855770	NorMont Equip	Street/Traffic	$ 1,615.00	gutter wire for sweepers
09/26/2022	855771	North Coast Electric	Street/Traffic	$ 1,467.45	cable for signals
09/26/2022	855771	North Coast Electric	Street/Traffic	$ 220.00	power supply for signals
09/26/2022	855771	North Coast Electric	Street/Traffic	$ 694.80	S011972600.001 PO NUM 314968
09/26/2022	855771	North Coast Electric	Street/Traffic	$ 1,251.60	S011986028.001 PO NUM 314967
09/26/2022	855771	North Coast Electric	Street/Traffic	$ 1,575.77	S011992411.001 PO NUM 315018
09/26/2022	855771	North Coast Electric	Street/Traffic	$ 248.32	S012019791.001 PO NUM 315021

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09/26/2022	855771	North Coast Electric	Street/Traffic	$ 12.50	S012040179.001
09/26/2022	855771	North Coast Electric	Street/Traffic	$ 201.74	S012040179.001 PO NUM 315020
09/26/2022	855773	Northwest Pipe	Street/Traffic	$ 1,686.90	pump for grand peaks lift station
09/26/2022	855773	Northwest Pipe	Wastewater	$ 304.66	air fittings for testing spool pieces
09/26/2022	855773	Northwest Pipe	Wastewater	$ 530.20	bolt-pak sets
09/26/2022	855773	Northwest Pipe	Wastewater	$ 209.15	Flanges for Digester Spool Project
09/26/2022	855773	Northwest Pipe	Wastewater	$ 46.93	PD Gas piping
09/26/2022	855773	Northwest Pipe	Wastewater	$ 1,142.07	PVC for Drain Lines
09/26/2022	855773	Northwest Pipe	Wastewater	$ 172.50	SHOP INVENTORY
09/26/2022	855773	Northwest Pipe	Wastewater	$ 193.55	slip on flange for gas line
09/26/2022	855773	Northwest Pipe	Wastewater	$ 328.92	tee & bushing
09/26/2022	855773	Northwest Pipe	Wastewater	$ 311.16	weld nipple and ball valve
09/26/2022	855773	Northwest Pipe	Wastewater	$ 895.41	WRF, meter valve cover, gasket screw,was
09/26/2022	855773	Northwest Pipe	Water	$ 3,178.00	1" CURB VALVE - COMPRESSION
09/26/2022	855773	Northwest Pipe	Water	$ 505.82	2" TD METER FLANGES OVAL CI
09/26/2022	855773	Northwest Pipe	Water	$ 1,019.05	274-26.400D SMITH BLAIR BELL JOINT LEAK CLAMP
09/26/2022	855773	Northwest Pipe	Water	$ 538.23	3/4" COUPLING CTS X FLARE P/N: 2108791
09/26/2022	855773	Northwest Pipe	Water	$ 1,087.50	3/4" CURB VALVE - COMPRESSION-MINNEAPOLIS
09/26/2022	855773	Northwest Pipe	Water	$ 151.80	BLACK NIPPLE 1-1/4" X 7"
09/26/2022	855773	Northwest Pipe	Water	$ 571.72	DRAIN VALVE K1130 - K-11 HYDRANT
09/26/2022	855773	Northwest Pipe	Water	$ 95.00	METER SEAL PINS
09/26/2022	855773	Northwest Pipe	Water	$ 102.73	PBD - 031 Brass Plugs
09/26/2022	855773	Northwest Pipe	Water	$ 90.95	PW Water Plant Chemical Bldg
09/26/2022	855773	Northwest Pipe	Water	$ 315.74	PW Water Plant Filter Building
09/26/2022	855773	Northwest Pipe	Water	$ 39,642.00	R-900 ENHANCED WALL RR - MIU 13341-200
09/26/2022	855773	Northwest Pipe	Water	$ 433.50	Terrace Estates Cla Vsl Repair Kit
09/26/2022	855774	NorthWestern Energy	Airport	$ 2,015.49	0100483-7. Runway Lights. September 2022
09/26/2022	855774	NorthWestern Energy	Airport	$ 1,505.03	0100484-5. ARFF Facility. September 2022
09/26/2022	855774	NorthWestern Energy	Airport	$ 29.61	1647695-4. De Icer. September 2022
09/26/2022	855774	NorthWestern Energy	Airport	$ 739.92	1669567-8. TSA. September 2022
09/26/2022	855774	NorthWestern Energy	Airport	$ 1,383.08	1993430-6. Car Wash. September 2022
09/26/2022	855774	NorthWestern Energy	Airport	$ 227.91	2001846-1. Mud Wash. September 2022
09/26/2022	855774	NorthWestern Energy	Airport	$ 210.62	2001848-7. Detail Bay 1 Hertz. September 2022
09/26/2022	855774	NorthWestern Energy	Airport	$ 189.26	2001855-2. Detail Bay 2 National/Alamo. September 2022

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09/26/2022	855774	NorthWestern Energy	Airport	$ 41.79	2001862-8. Detail Bay 3 Enterprise. September 2022
09/26/2022	855774	NorthWestern Energy	Airport	$ 133.60	2001865-1. Detail Bay 4 Avis/Budget. September 2022
09/26/2022	855774	NorthWestern Energy	Airport	$ 42.28	2001867-7. Detail Bay 5 Thrifty/Dollar. September 2022
09/26/2022	855774	NorthWestern Energy	Airport	$ 57.14	3085107-5. New Employee Parking. September 2022
09/26/2022	855774	NorthWestern Energy	Airport	$ 262.13	3446396-8. USDA. September 2022
09/26/2022	855774	NorthWestern Energy	Airport	$ 857.36	3477231-9. Parking Zone. September 2022
09/26/2022	855774	NorthWestern Energy	Airport	$ 10.69	3733186-5. Airport Storage. September 2022
09/26/2022	855774	NorthWestern Energy	Facilities	$ 2,005.95	0975808-7
09/26/2022	855774	NorthWestern Energy	Facilities	$ 1,152.57	1160802-3
09/26/2022	855774	NorthWestern Energy	Facilities	$ 1,316.34	1160804-9
09/26/2022	855774	NorthWestern Energy	Facilities	$ 3,261.15	1269391-7
09/26/2022	855774	NorthWestern Energy	General	$ 36.11	0712387-0
09/26/2022	855774	NorthWestern Energy	General	$ 50.29	0712536-2
09/26/2022	855774	NorthWestern Energy	General	$ 67.79	0720818-4
09/26/2022	855774	NorthWestern Energy	General	$ 2,190.80	0720821-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,042.74	SILMD 10 Acct# 0712546-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,946.98	SILMD 100 Acct# 0712559-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,646.64	SILMD 107 Acct# 0712560-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 4,129.67	SILMD 109 Acct# 0712561-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 194.16	SILMD 113 Acct# 0712562-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 888.67	SILMD 114 Acct# 0712563-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 209.11	SILMD 115 Acct# 0712564-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 548.88	SILMD 116 Acct# 0712565-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 2,985.97	SILMD 117 Acct# 0712566-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 191.46	SILMD 118 Acct# 0712567-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 116.61	SILMD 119 Acct# 0712568-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 2,352.33	SILMD 121 Acct# 0712570-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 176.39	SILMD 122 Acct# 0712571-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 313.66	SILMD 123 Acct# 0712572-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 914.81	SILMD 124 Acct# 0712573-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 365.90	SILMD 125 Acct# 0712574-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 182.96	SILMD 126 Acct# 0712575-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 661.40	SILMD 127 Acct# 0712576-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 462.99	SILMD 128 Acct# 0712577-6

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09/26/2022	855775	NorthWestern Energy	Light Maint	$ 313.66	SILMD 129 Acct# 0712578-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 4,313.09	SILMD 13 Acct# 0721276-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 112.05	SILMD 130 Acct# 0712579-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 810.24	SILMD 131 Acct# 0712580-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 208.08	SILMD 133 Acct# 0712581-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 480.20	SILMD 134 Acct# 0712582-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 485.03	SILMD 135 Acct# 0712583-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 444.32	SILMD 136 Acct# 0712584-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 349.44	SILMD 137 Acct# 0712585-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 705.70	SILMD 138 Acct# 0712586-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 235.23	SILMD 139 Acct# 0712587-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 2,164.13	SILMD 14 Acct# 0721277-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 548.88	SILMD 143 Acct# 0712588-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 26.11	SILMD 144 Acct# 0712589-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 440.94	SILMD 145 Acct# 0712590-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 339.77	SILMD 146 Acct# 0712591-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 412.65	SILMD 147 Acct# 0712592-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,447.21	SILMD 149 Acct# 0712593-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 705.51	SILMD 150 Acct# 0712594-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 601.15	SILMD 151 Acct# 0712595-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 4,056.88	SILMD 152 Acct# 0712596-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 507.08	SILMD 153 Acct# 0712597-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,146.46	SILMD 154 Acct# 0712598-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 470.47	SILMD 155 Acct# 0712599-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 859.84	SILMD 157 Acct# 0712600-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 757.97	SILMD 158 Acct# 0712601-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 910.85	SILMD 159 Acct# 0712602-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 679.57	SILMD 160 Acct# 0712603-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 992.14	SILMD 161 Acct# 0712604-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 44.50	SILMD 162 Acct# 0712605-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 702.33	SILMD 163 Acct# 0712606-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 352.75	SILMD 164 Acct# 0712607-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 836.39	SILMD 165 Acct# 0712608-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 220.47	SILMD 167 Acct# 0712609-7

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09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,084.75	SILMD 17 Acct# 0712553-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 529.13	SILMD 171 Acct# 0712610-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 480.20	SILMD 172 Acct# 0712611-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,102.34	SILMD 173 Acct# 0712612-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 925.97	SILMD 174 Acct# 0712613-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 308.64	SILMD 175 Acct# 0712614-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 31.79	SILMD 176 Acct# 0712615-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 242.52	SILMD 178 Acct# 0712616-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 485.03	SILMD 179 Acct# 0712617-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 94.79	SILMD 18 Acct# 0712554-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 330.72	SILMD 180 Acct# 0712618-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,594.36	SILMD 181 Acct# 0712619-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 551.19	SILMD 182 Acct# 0712620-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,102.34	SILMD 183 Acct# 0712621-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 352.75	SILMD 184 Acct# 0712622-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 132.29	SILMD 185 Acct# 0712623-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 655.33	SILMD 186 Acct# 0712624-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 220.47	SILMD 187 Acct# 0712625-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 264.58	SILMD 188 Acct# 0712626-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 220.47	SILMD 189 Acct# 0712627-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,146.46	SILMD 190 Acct# 0712628-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 393.49	SILMD 191 Acct# 0712629-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 286.60	SILMD 192 Acct# 0712630-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 705.51	SILMD 193 Acct# 0712631-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 287.43	SILMD 194 Acct# 0712632-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 229.95	SILMD 195 Acct# 0712633-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 73.44	SILMD 196 Acct# 0712634-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 73.44	SILMD 197 Acct# 0712635-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 110.24	SILMD 198 Acct# 0712636-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 80.51	SILMD 200 Acct# 0712637-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 462.99	SILMD 201 Acct# 0712638-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 610.46	SILMD 202 Acct# 0712639-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 19.58	SILMD 203 Acct# 0712640-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 378.58	SILMD 204 Acct# 0712641-0

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09/26/2022	855775	NorthWestern Energy	Light Maint	$ 25.43	SILMD 205 Acct# 0712642-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 308.64	SILMD 206 Acct# 0712643-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 352.75	SILMD 207 Acct# 0712644-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 221.03	SILMD 208 Acct# 0712645-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 507.08	SILMD 209 Acct# 0712646-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 88.13	SILMD 210 Acct# 0712647-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 48.97	SILMD 211 Acct# 0712648-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 48.97	SILMD 212 Acct# 0712649-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 29.38	SILMD 213 Acct# 0712650-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 355.94	SILMD 214 Acct# 0712651-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 132.29	SILMD 216 Acct# 0712652-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 373.33	SILMD 217 Acct# 0712653-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 262.82	SILMD 220 Acct# 0712654-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 6.35	SILMD 221 Acct# 0712655-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 77.64	SILMD 222 Acct# 0712656-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 117.51	SILMD 223 Acct# 0712657-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,347.02	SILMD 224 Acct# 0712658-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 365.17	SILMD 225 Acct# 0712659-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 224.00	SILMD 226 Acct# 0712660-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 573.46	SILMD 227 Acct# 0712661-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 757.97	SILMD 228 Acct# 0712662-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 392.07	SILMD 229 Acct# 0712663-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 914.80	SILMD 230 Acct# 0712664-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 548.88	SILMD 231 Acct# 0712665-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 2,378.49	SILMD 232 Acct# 0712666-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 858.05	SILMD 233 Acct# 0712667-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 485.34	SILMD 234 Acct# 0712668-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 542.83	SILMD 235 Acct# 0712669-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 172.44	SILMD 236 Acct# 0712670-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 374.81	SILMD 237 Acct# 0712671-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 12.71	SILMD 238 Acct# 0712672-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 88.19	SILMD 239 Acct# 0712673-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 413.88	SILMD 240 Acct# 0712674-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 550.10	SILMD 241 Acct# 0712675-8

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09/26/2022	855775	NorthWestern Energy	Light Maint	$ 78.40	SILMD 242 Acct# 0712676-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 104.55	SILMD 244 Acct# 0712677-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 69.72	SILMD 245 Acct# 0712678-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 313.66	SILMD 246 Acct# 0712679-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 925.06	SILMD 247 Acct# 0712680-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 2,587.56	SILMD 249 Acct# 0718734-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 206.97	SILMD 250 Acct# 0719001-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 3,664.28	SILMD 251 Acct# 0718801-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 522.74	SILMD 252 Acct# 0719162-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,719.33	SILMD 253 Acct# 0719644-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 155.28	SILMD 254 Acct# 0719763-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 153.24	SILMD 255 Acct# 0720813-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 923.40	SILMD 257 Acct# 0720360-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 2,468.09	SILMD 258 Acct# 0720606-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,365.63	SILMD 259 Acct# 0720810-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 470.47	SILMD 261 Acct# 0720705-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 2,924.25	SILMD 262 Acct# 0720937-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 950.41	SILMD 263 Acct# 0720716-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 169.39	SILMD 264 Acct# 0721427-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 343.22	SILMD 265 Acct# 0721556-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 38.57	SILMD 266 Acct# 0721684-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 451.96	SILMD 270 Acct# 0906944-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 903.06	SILMD 271 Acct# 0995095-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 2,677.51	SILMD 272 Acct# 0905005-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 194.33	SILMD 273 Acct# 0926386-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 492.62	SILMD 276 Acct# 0961926-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 806.54	SILMD 277 Acct# 1058710-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 218.44	SILMD 278 Acct# 1087619-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 56.05	SILMD 279 Acct# 1124127-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 597.84	SILMD 280 Acct# 1045653-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 446.88	SILMD 283 Acct# 1172743-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 308.57	SILMD 285 Acct# 1206985-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 231.14	SILMD 286 Acct# 1296582-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,756.10	SILMD 288 Acct# 1303978-9

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09/26/2022	855775	NorthWestern Energy	Light Maint	$ 230.73	SILMD 289 Acct# 1685375-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 103.13	SILMD 290 Acct# 1433921-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 575.01	SILMD 292 Acct# 1481532-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 220.47	SILMD 293 Acct# 1481534-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 440.94	SILMD 294 Acct# 1481535-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 104.55	SILMD 295 Acct# 1481536-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,168.50	SILMD 296 Acct# 1481537-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 198.42	SILMD 297 Acct# 1481539-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 176.39	SILMD 298 Acct# 1481540-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 386.86	SILMD 300 Acct# 1662840-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 5,189.98	SILMD 301 Acct# 1687005-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 196.03	SILMD 302 Acct# 1607534-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 780.76	SILMD 305 Acct# 1695873-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 151.21	SILMD 306 Acct# 1740353-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 2,101.90	SILMD 307 Acct# 2049005-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 256.82	SILMD 308 Acct# 2072459-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 272.37	SILMD 309 Acct# 2001311-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 164.82	SILMD 310 Acct# 2060519-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 208.14	SILMD 311 Acct# 3014475-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 173.72	SILMD 312 Acct# 3146127-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 263.01	SILMD 315 Acct# 3305804-1
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,148.61	SILMD 316 Acct# 3291842-7
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 66.19	SILMD 317 Acct# 3253826-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 769.94	SILMD 318 Acct# 3372018-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 56.49	SILMD 320 Acct# 0712569-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 337.79	SILMD 321 Acct# 3338917-2
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 64.69	SILMD 322 Acct# 3402033-9
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 513.88	SILMD 323 Acct# 3597170-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 252.39	SILMD 324 Acct# 1246537-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 191.40	SILMD 325 Acct# 3587598-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 76.17	SILMD 326 Acct# 3840455-4
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 176.39	SILMD 327 Acct# 3810801-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 448.45	SILMD 328 Acct# 3894879-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 57.44	SILMD 329 Acct# 3939032-3

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09/26/2022	855775	NorthWestern Energy	Light Maint	$ 176.73	SILMD 330 Acct# 3951594-5
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 363.54	SILMD 8 Acct# 0712544-6
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 337.21	SILMD 9 Acct# 0712545-3
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 486.97	SILMD 95 Acct# 0712556-0
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 9,200.48	SILMD 97 Acct# 0712557-8
09/26/2022	855775	NorthWestern Energy	Light Maint	$ 1,037.89	SILMD 99 Acct# 0712558-6
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 6.00	0722237-5
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 6.12	0722247-4
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 334.70	0722251-6
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 84.56	0722255-7
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 65.60	0722263-1
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 37.64	0722266-4
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 15.38	0722269-8
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 1,378.12	0722287-0
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 10.07	0722292-0
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 19.31	0722293-8
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 16.62	0722905-7
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 273.33	0722933-9
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 224.10	0723035-2
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 7.51	0723036-0
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 174.48	0723037-8
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 40.89	0723042-8
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 1,051.23	0723045-1
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 102.31	0723048-5
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 453.10	0723050-1
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 822.87	0723054-3
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 6.25	0723055-0
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 46.65	0723056-8
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 7.51	0723057-6
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 31.39	0723058-4
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 6.00	0723162-4
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 21.13	0789437-1
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 265.25	0925496-2
09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 406.33	1191404-1

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09/26/2022	855774	NorthWestern Energy	Park Dist 1	$ 10.50	1836666-6
09/26/2022	855774	NorthWestern Energy	Parking	$ 134.23	3835890-9
09/26/2022	855774	NorthWestern Energy	Parks Maint	$ 5.35	2055817-7
09/26/2022	855774	NorthWestern Energy	Public Safety	$ 2,781.34	0100476-1 FIRE 1 ELECTRIC SERVICE, FY2023
09/26/2022	855774	NorthWestern Energy	Public Safety	$ 541.71	0871546-8
09/26/2022	855774	NorthWestern Energy	Radio	$ 171.97	0721580-9
09/26/2022	855774	NorthWestern Energy	Street/Traffic	$ 6.00	0723645-8
09/26/2022	855774	NorthWestern Energy	Street/Traffic	$ 0.36	1740357-7
09/26/2022	855774	NorthWestern Energy	Street/Traffic	$ 1.07	1748896-6
09/26/2022	855775	NorthWestern Energy	Street/Traffic	$ 10,712.10	Signal Bills; Signal Bills 09.19.22
09/26/2022	855774	NorthWestern Energy	Transit	$ 220.49	0719225-5
09/26/2022	855774	NorthWestern Energy	Wastewater	$ 67,771.75	0100591-7
09/26/2022	855774	NorthWestern Energy	Wastewater	$ 4,668.57	0100606-3
09/26/2022	855774	NorthWestern Energy	Wastewater	$ 137.88	389 62nd St Lift Entrance
09/26/2022	855774	NorthWestern Energy	Wastewater	$ 420.55	822 Shiloh Crossing BLVD Lift
09/26/2022	855774	NorthWestern Energy	Water	$ 1,456.55	0100485-2
09/26/2022	855774	NorthWestern Energy	Water	$ 12,319.26	0100540-4
09/26/2022	855774	NorthWestern Energy	Water	$ 354,811.09	0100606-3
09/26/2022	855774	NorthWestern Energy	Water	$ 14,005.70	0100606-3
09/26/2022	855774	NorthWestern Energy	Water	$ 16,514.34	0722264-9
09/26/2022	855774	NorthWestern Energy	Water	$ 12,271.90	0723040-2
09/26/2022	855774	NorthWestern Energy	Water	$ 6.00	0723059-2
09/26/2022	855774	NorthWestern Energy	Water	$ 999.85	1116452-2
09/26/2022	855774	NorthWestern Energy	Water	$ 130.88	1142253-2
09/26/2022	855774	NorthWestern Energy	Water	$ 766.31	5809 Canyonwoods Dr
09/26/2022	855780	Polydyne	Wastewater	$ 5,096.00	Flosperse 30S
09/26/2022	855783	PW-Administration	Water	$ 940.00	101434 PWU Engineering Permits - August
09/26/2022	855783	PW-Administration	Water	$ 2,250.00	101434 PWU Engineering Permits - August
09/26/2022	855788	Record Steel & Const	Wastewater	$ 218,025.17	WO 19-21: WRF Influent Lift Station; Payment 7
09/26/2022	ACH	Rexel USA	Wastewater	$ 1,135.75	Power Supplies for controls
09/26/2022	ACH	Rexel USA	Water	$ 127.78	Electrical Supplies for Strobe Project,
09/26/2022	ACH	Rexel USA	Water	$ 197.61	Falv Steel for STrobe Project
09/26/2022	ACH	Rexel USA	Water	$ 126.40	Fitting snd supplies for conduit run in
09/26/2022	ACH	Rexel USA	Water	$ 1,135.75	Power Supplies for controls

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09/26/2022	855790	Rimrock Foundation	General	$ 10,000.00	Executive Committee 2022 Contribution - SAC
09/26/2022	855792	Rolling Right Door	Public Safety	$ 3,980.00	FIRE 7- replace two worn out jackshaft openers
09/26/2022	855798	Solid Waste System	Solid Waste	$ 1,131.97	140021
09/26/2022	855798	Solid Waste System	Solid Waste	$ 7,367.65	141249
09/26/2022	855798	Solid Waste System	Solid Waste	$ 177.91	144695
09/26/2022	855799	SRF Consulting Group	Transit	$ 25,317.44	5 Year Transit Development Plan Consultant
09/26/2022	855795	St V Occupational	Public Safety	$ 843.73	ASH, CAMERON PRE-EMPLOYMENT PHYSICAL 08/18/2022
09/26/2022	855795	St V Occupational	Public Safety	$ 843.73	BRANDT, PRESTON PRE-EMPLOYMENT PHYSICAL 08/17/2022
09/26/2022	855795	St V Occupational	Public Safety	$ 843.73	DAYTOM, CONNOR PRE-EMPLOYMENT PHYSICAL 08/18/2022
09/26/2022	855795	St V Occupational	Public Safety	$ 843.73	DOLLARHIDE, LANCE PRE-EMPLOYMENT PHYSICAL 08/05/2022
09/26/2022	855795	St V Occupational	Public Safety	$ 843.73	FREHSE, RYAN PRE-EMPLOYMENT PHYSICAL 08/16/2022
09/26/2022	855795	St V Occupational	Public Safety	$ 808.73	KUEKER, WYATT PRE-EMPLOYMENT PHYSICAL 08/03/2022
09/26/2022	855795	St V Occupational	Public Safety	$ 808.73	LETENDRE, CORY PRE-EMPLOYMENT PHYSICAL 08/02/2022
09/26/2022	855795	St V Occupational	Public Safety	$ 853.73	MARTH, PETER PRE-EMPLOYMENT PHYSICAL 08/02/2022
09/26/2022	855795	St V Occupational	Public Safety	$ 252.00	OSTERDYK, ALSTON ANNUAL FIRE PHYSICAL 08/05/2022
09/26/2022	855795	St V Occupational	Public Safety	$ 843.73	PERRY, SHANE PRE-EMPLOYMENT PHYSICAL 08/16/2022
09/26/2022	855795	St V Occupational	Public Safety	$ 252.00	RAY, AUSTIN ANNUAL FIRE PHYSICAL 08/16/2022
09/26/2022	855795	St V Occupational	Public Safety	$ 873.73	SLUDER, PATRICK PRE-EMPLOYMENT PHYSICAL 08/15/2022
09/26/2022	855795	St V Occupational	Public Safety	$ 843.73	SULLIVAN, JACOB PRE-EMPLOYMENT PHYSICAL 08/15/2022
09/26/2022	855795	St V Occupational	Public Safety	$ 287.00	WAGNER, MATTHEW ANNUAL FIRE PHYSICAL 08/11/2022
09/26/2022	855800	Star Service	Wastewater	$ 2,970.00	WO 22-36 WRF Bioreactor Flowmeter; Payment 3 Final
09/26/2022	855807	Tetra Tech	Solid Waste	$ 8,969.79	performing surface emission, groundwater monitoring & reporting
09/26/2022	855807	Tetra Tech	Solid Waste	$ 877.97	performing surface emission, groundwater monitoring & reporting
09/26/2022	855809	Tire-Rama	Solid Waste	$ 4,112.45	Tire purchase and repair. Collections
09/26/2022	855809	Tire-Rama	Solid Waste	$ 1,607.50	Tire purchase. Collections.
09/26/2022	855809	Tire-Rama	Solid Waste	$ 3,215.00	Tire purchase. Collections.
09/26/2022	855809	Tire-Rama	Solid Waste	$ 43.08	Tire purchase. Collections.
09/26/2022	855809	Tire-Rama	Solid Waste	$ 4,822.50	Tire purchase. Collections.
09/26/2022	855809	Tire-Rama	Solid Waste	$ 2,890.00	Tire Purchase. Collections.
09/26/2022	855809	Tire-Rama	Solid Waste	$ 520.00	Tire Purchase. Collections.
09/26/2022	855809	Tire-Rama	Solid Waste	$ 3,468.00	Tire purchase. Collections.
09/26/2022	855809	Tire-Rama	Solid Waste	$ 1,173.88	Tire purchase. Landfill.
09/26/2022	855809	Tire-Rama	Solid Waste	$ 1,173.88	Tire purchase. Landfill.
09/26/2022	855809	Tire-Rama	Solid Waste	$ 2,195.00	Tire repair and purchase. Collections.

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09/26/2022	855809	Tire-Rama	Solid Waste	$ 4,769.50	Tire repair. Collections.
09/26/2022	855809	Tire-Rama	Solid Waste	$ 3,085.00	Tire repair. Collections.
09/26/2022	855809	Tire-Rama	Solid Waste	$ 4,670.00	Tire repair. Collections.
09/26/2022	855809	Tire-Rama	Solid Waste	$ 165.00	Tire repair. Landfill.
09/26/2022	855809	Tire-Rama	Solid Waste	$ 475.00	Tire Repair. Landfill.
09/26/2022	855809	Tire-Rama	Street/Traffic	$ 106.65	1050037034
09/26/2022	ACH	Town & Co Supply	Airport	$ 4,013.60	Invoice #431029. Burn Pit Fuel
09/26/2022	ACH	Town & Co Supply	Fleet	$ 38,714.40	4730802 PO NUM 315016
09/26/2022	ACH	Town & Co Supply	Public Safety	$ 1,204.08	431031 FIRE 1: DIESEL
09/26/2022	ACH	Town & Co Supply	Public Safety	$ 650.60	431031 FIRE 1: UNLEADED
09/26/2022	ACH	Town & Co Supply	Public Safety	$ 903.06	431031 FIRE 3 DIESEL
09/26/2022	ACH	Town & Co Supply	Public Safety	$ 1,064.48	431840 FIRE 3 DIESEL
09/26/2022	ACH	Town & Co Supply	Public Safety	$ 1,916.06	431841 FIRE 1 DIESEL
09/26/2022	ACH	Town & Co Supply	Public Safety	$ 957.40	431841 FIRE 1 UNLEADED
09/26/2022	ACH	Town & Co Supply	Public Safety	$ 1,277.37	431842 FIRE 6 DIESEL
09/26/2022	ACH	Town & Co Supply	Public Safety	$ 5,884.42	431843 FIRE 2 DIESEL
09/26/2022	ACH	Town & Co Supply	Public Safety	$ 1,626.20	431873 FIRE 5: DIESEL DELIVERED
09/26/2022	ACH	Town & Co Supply	Public Safety	$ 609.83	431874 FIRE 3 DIESEL DELIVERED
09/26/2022	ACH	Town & Co Supply	Public Safety	$ 1,605.87	431875 FIRE 1 DIESEL DELIVERED
09/26/2022	ACH	Town & Co Supply	Public Safety	$ 791.78	431875 FIRE 1 UNLEADED DELIVERED
09/26/2022	ACH	Town & Co Supply	Transit	$ 22,671.35	430807 PO NUM 315027. 6002 Gallons Dyed #2 Diesel
09/26/2022	ACH	Town & Co Supply	Transit	$ 6,757.85	431896 PO NUM 315015. 1972 Gallons Unleaded
09/26/2022	ACH	Tractor & Equip	Solid Waste	$ 59.64	BLWO0219094
09/26/2022	ACH	Tractor & Equip	Solid Waste	$ 852.00	BLWO0219094
09/26/2022	ACH	Tractor & Equip	Solid Waste	$ 572.21	Jumper Cables. Plug A. Landfill.
09/26/2022	ACH	Tractor & Equip	Street/Traffic	$ 398.80	BLCS0788006
09/26/2022	ACH	Tractor & Equip	Street/Traffic	$ 233.37	BLCS0788285
09/26/2022	ACH	Tractor & Equip	Street/Traffic	$ 2,967.01	BLW00218417
09/26/2022	855819	Viking Painting	Airport	$ 155,628.00	Water Tower/Reservoir Painting
09/26/2022	855820	Voegele Acquisition	Street/Traffic	$ 3,391.70	fertilizing per don's request
09/26/2022	855823	Western Electrical	Facilities	$ 5,200.57	Non-destructive thermography testing & reports for electrical bus duct system
09/26/2022	855825	Wilbur Ellis	Park Dist 1	$ 3,760.00	chemicals - 15344373
09/26/2022	855825	Wilbur Ellis	Park Dist 1	$ 1,485.00	herbicide - 15351205
09/26/2022	855827	Wilson Bros Const	Water	$ 194,526.32	2021 Water Replacement Project; Payment 7

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/26/2022	855828	Ylwstn Co Finance	Building	$ 6,990.97	Miller Building: Building Division; October Rent
09/26/2022	855828	Ylwstn Co Finance	CDBG	$ 5,437.13	Miller Building: Community Development; October Rent
09/26/2022	855828	Ylwstn Co Finance	General	$ 2,175.48	Miller Building; Code Enforcement; October Rent
09/26/2022	855828	Ylwstn Co Finance	Planning	$ 4,657.35	Miller Building: Planning Dept; October Rent
09/26/2022	855831	Ylwstn Valley Elec	Light Maint	$ 364.67	SILMD 299 Vintage Estates; 4179014
09/26/2022	855831	Ylwstn Valley Elec	Light Maint	$ 665.82	SILMD 313 Vintage Estates Sub Phase II; 4179017
09/26/2022	855831	Ylwstn Valley Elec	Public Safety	$ 627.23	4179013 FIRE 7 (PD3) ELECTRIC SERVICES, FY2023
09/26/2022	855831	Ylwstn Valley Elec	Radio	$ 141.11	4179002 LANDFILL Mhz RADIO TOWERS ELECTIC SERVICE FY 2023
09/26/2022	855831	Ylwstn Valley Elec	Street/Traffic	$ 48.87	54th St W & Grand Signal; 4179019
09/26/2022	855831	Ylwstn Valley Elec	Street/Traffic	$ 75.96	54th St W & Rimrock; 4179019
09/26/2022	855831	Ylwstn Valley Elec	Street/Traffic	$ 49.10	Alkali Cr Rd & Interbelt Loop lights; 4179018
09/26/2022	855831	Ylwstn Valley Elec	Street/Traffic	$ 31.58	Ben Steele School - 56th St W; 4179020
09/26/2022	855831	Ylwstn Valley Elec	Wastewater	$ 218.10	2229 Blue Creek Rd Sewer Lift Station
09/26/2022	855831	Ylwstn Valley Elec	Wastewater	$ 142.82	4523 Iron Horse Trl Sewer Lift
09/26/2022	855831	Ylwstn Valley Elec	Wastewater	$ 228.96	54th St W/Dovetail Ave Lift Station
09/26/2022	855831	Ylwstn Valley Elec	Wastewater	$ 174.91	Pivot, 3002 Cattle Dr
09/26/2022	855831	Ylwstn Valley Elec	Wastewater	$ 1,278.92	Rehberg Aeration Ponds, 3002 Cattle Dr
09/26/2022	855831	Ylwstn Valley Elec	Wastewater	$ 19.00	Winchester TRL/Rod & Gun Club Scada Syst
09/26/2022	855831	Ylwstn Valley Elec	Water	$ 3,259.62	2085 Santiago BLVD Thomas Pump Station

City Council Regular

Date:	10/24/2022
Title:	City Zone Change 1018 - 2110, 2116, 2130 Bench Blvd.- NX1 to NX1 & CX First Reading
Presented by:	Karen Husman
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

The City Zoning Commission is forwarding a recommendation of approval based on the findings of the 10 criteria for Zone Change 1018.

REQUEST

City Zone Change 1018 -- 2110/2116/2130 Bench Blvd -- NX1 to NX1 and CX - A zone change request from Mixed Residential 1 (NX1 -- 1 to 4 unit buildings) to NX1 and Heavy Commercial (CX), on Lot 9A of Amended Holling Ranch Sub and Parcel A (less 815 sf for Bench ROW) of C/S 451, a 2.91 acre parcel of land. A pre-application neighborhood meeting was held on August 11, 2022, at Medicine Crow Middle School. Tax IDs: D05197A, D05198

APPLICATION DATA

OWNER: Old Hickory Shed, LLC and Randy Miller
AGENT: IMEG Corp.- Shawn Thorson
LEGAL DESCRIPTION: Lot 9A of Amended Holling Ranch Sub and Parcel A (less 815 sf for Bench ROW) of C/S 451
ADDRESS: 2110, 2116, 2130 Bench Blvd
CURRENT ZONING: NX1
EXISTING LAND USE: Residential
PROPOSED USE: Residential and commercial
SIZE OF PARCEL: 2.91 acres

CONCURRENT APPLICATIONS

None

SURROUNDING LAND USE & ZONING

NORTH: Zoning: CMU1
Land Use: Pet daycare and grooming
SOUTH: Zoning: NX1
Land Use: Residential
EAST: Zoning: N2
Land Use: Residential
WEST: Zoning: CX
Land Use: Commercial

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

A zone change request from Mixed Residential 1 (NX1 -- 1 to 4 unit buildings) to NX1 and Heavy Commercial (CX), on Lot 9A of Amended Holling Ranch Sub and Parcel A (less 815 sf for Bench ROW) of C/S 451, a 2.91 acre parcel of land. A pre-application neighborhood meeting was held on August 11, 2022, at Medicine Crow Middle School. The intent, if approved, is to relocate the zoning to align with the proposed change area and allow the existing business to the west to acquire 1.93 acres of the subject property to continue using it for its business. There are currently three single family dwellings on the easterly portion of the properties adjacent to Bench Blvd. Approval of the zone change may trigger a requirement for the CX zoned property to install a landscaping buffer along the new property line on the westerly side of the NX1 zone parcel per section 27-1204 (bufferyards required). The bufferyard would only be triggered by any building additions or expansion of the existing business, the zone change alone will not trigger the improvement.

The applicant has indicated in their statement a "grandfathered use", however there is no "grandfathered use" on the property. Currently, and in recent history, the Shed Company has been storing sheds on the property that is currently zoned NX1, this is a "non-conforming" use. It is not known or documented how long the business has been utilizing the property for storage for the business, and it is not considered a use that can continue without the benefit of a zone

change. In this case the zone change is necessary for the business to continue using the property for commercial business storage.

STAKEHOLDERS

The applicant conducted a pre-application meeting at the subject property on August 11, 2022. There were six members of the public in attendance. The synopsis of the meeting and the attendance list are attached to this report.

The Zoning Commission conducted a public hearing on October 4, 2022, and received the staff recommendation of approval and testimony from the applicant and agent. One member of the public spoke in opposition of the zone change. Kristi Johnson, lives in the residential subdivision across Bench Blvd. She voiced concerns that the zone change to CX would encourage the Hickory Shed business to continue using Bench Blvd. for access to the business that is on the Main Street side of the properties. She said that she felt the zone change to CX was incompatible and inconsistent with the surrounding residential neighborhood.

Commissioner Dan Brooks asked if the access on bench was an allowed driveway access for the shed business. Staff clarified that Bench Blvd. is a principal arterial street in Billings and the property owners can use the driveway off of Bench Blvd to access their property. The subject property is owned by the shed company so there is not a restriction from using the driveway to access Bench Blvd.

Commissioners discussed the possibility of requiring a sight obscuring fence along with landscaping to buffer the residential property. Nicole Cromwell, said the new zone of CX has a requirement for landscaping buffer between residentially zoned properties, however the improvements would be triggered by any building additions or expansion of business on the Hickory Shed business portion of the property, the zone change itself would not require them to add a landscape buffer or a fence. Commissioner McCall asked for clarification of the previous zoning. Staff clarified that the zoning on the parcels west of Bench and East of Main were all Highway Commercial (HC) under the old code, and the new code was changed to CX along Main to encompass the commercial uses and NX along Bench to encompass the most appropriate zone for the residential uses.

Commission Vice chair Greg McCall closed the public hearing. Commissioner Trina White made a motion to recommend approval and adoption of the proposed findings of the 10 review criteria for Zone Change 1018. The motion was seconded by Commissioner Dan Brooks and was approved on a 5-0 vote.

ALTERNATIVES

The City Council may:

- Recommend Approval of the Zone Change and adopt the findings of the 10 review criteria; or,
- Recommend Denial of the Zone Change and adopt different findings of the 10 review criteria; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the application.

FISCAL EFFECTS

Approval or denial of the proposed zone change should not have an effect on the Planning Division budget.

SUMMARY

Prior to any decision the City Council shall consider the following:

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

The proposed zone change is most consistent with the following guidelines of the 2016 Growth Policy:
Prosperity (promoting equal opportunity and economic advancement)

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

The proposed zoning would allow an existing business to expand. The current business of the "Old Hickory Shed" center abuts Main Street to the west of Bench Blvd. The applicant is requesting the zone change to allow the residential use to remain along Bench Boulevard and allow an expansion of storage area for the shed sale business adjacent to the west. The Growth Policy encourages prosperity in promoting equal opportunity and economic advancement. The Policy also states support for retaining and supporting existing businesses helps sustain a healthy

economy. Approval of the zone change will allow an existing business a possible compliant expanded storage area as well as the NX1 to remain along Bench Blvd. buffering the residential district east of Bench Blvd.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning (Heavy Commercial) requires minimum setbacks, open and landscaped areas and building separations which creates security from fire and other dangers. The new zoning, as do all zoning districts, provides adequate building separations. This is an already constructed and established business location, and it appears to meet the separation requirements for the district. The existing single family dwellings appear to be constructed in compliance with these separation requirements. Approval of the zone change coupled with future business expansion will trigger a requirement for the CX zoned property to install a landscaping buffer along the new property line on the westerly side of the NX1 zone parcel per section 27-1204 (bufferyards required). The nearest fire hydrant is approximately 360 feet from the subject property and serviced by the City of Billings Fire Department.

3. Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety are promoted by the proposed zoning. This is not a unique to the CX zone, but instead is promoted by all adopted zoning districts within the City of Billings. The site and structure regulations found in 27-400-6 in the CX district promote the minimum standards to ensure public healthy and safety and promote general welfare. The proposed zoning of CX would allow the owners to expand the existing business operation at this location. If expanded it would ensure the residential uses are buffered from the commercial use with the requirement of landscaping buffer yard. The approval of the zone change should not have negative affects on the public health, safety and welfare given the existing conditions and site requirements.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: The proposed zoning itself will not increase the traffic at this location. The residential use along Bench Blvd. will not increase, so the traffic should continue to be consistent with existing conditions. The existing commercial use has access along Main Street, a principal arterial, a street designed to handle high volumes of traffic. It is with business expansion traffic can increase, but the amount is largely unknown as it will depend on the business itself and the amount of increased production and delivery it provides.
Water and Sewer: Water is provided by the Heights Water District and sewer is provided by the City of Billings. There are no anticipated impacts related to these services for the expansion of an existing business in an already established service area.
Schools and Parks: Schools and parks should not be negatively affected by the proposed zoning. These uses are impacted through additional residential development. This is a commercial development therefore there are no identified concerns for parks and schools.
Fire and Police: The subject property is served by city public safety services. The Police and Fire Departments were consulted and had no concerns with the zone change.

5. Will the new zoning provide adequate light and air?
Similar to criteria 2 and 3, the proposed CX zone, like all zones, requires minimum setbacks to allow for adequate separation between structures and adequate light and air. The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air. The existing buildings are sited in a way which also provides adequate light and air.

6. Will the new zoning effect motorized and non-motorized transportation?
Traffic generation for the existing residential uses will remain the same. The existing commercial business is accessed from Main Street. There is likely to be an increase in traffic with any commercial business expansion, but there are no concerns given the property is accessed from Main Street which is a principal arterial. Principal arterials even with high volumes of traffic are designed to carry the maximum traffic. Traffic counts in this area are estimated to be 18,140 at the intersection of Main Street and Wicks. This subject property is north of this intersection. With the businesses being existing, any increase to this principal arterial would be negligible.

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. Existing CX zones are located immediately west. Additionally, if the business is expanded, site and landscape requirements of the CX district will promote compatibility specifically by requiring a landscaped buffer to residential zones.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
This is a suitable use for this parcel of land and the zoning is appropriate in this situation. The shed company had been storing sheds on their property that is NX1, City Code Enforcement received a complaint about it and it was resolved by letting them put the sheds on the back side of the property near the CX zone. Therefore, the expansion of the CX zone would bring the property into compliance. The proposed zoning is identical to the zoning west of the

subject property and is an appropriate zone with the adjacent businesses and arterial street.

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. Due to the existing businesses and established zones at the west of this location the similarity in use should not affect value of adjacent or neighboring properties. There has been no evidence to support the zone change will negatively affect the surrounding property and existing buildings.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
As collectively mentioned in above criteria, the proposed zoning will encourage an appropriate commercial use, and maintain the existing residential use on this property.

Attachments

Zoning Map & Site Photos
Application & Applicant Letter
Neighborhood Meeting Information
History

Zoning Map & Site Photos

Existing Zoning

Proposed Zoning

Subject Property Looking West from Bench Blvd.

Looking North on Bench

Looking South on Bench

East across Bench

DocuSign Envelope ID: FA91BE9F-0DDF-4D18-B87A-5D63A1C2F8DB

APPLICATION FORM

PZX - 22-00214

CITY ZONE CHANGE **Billings Zone Change #** 1018 **- Project #**

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: NX1- Mixed Residential 1

Proposed Zoning: CX- Heavy Commercial

TAX ID# D05197A; D05198 CITY ELECTION WARD 2

Legal Description of Property: Lot 9A of Amd (13) Holling Ranch Sub. and Parcel A (less 815sf Bench ROW) COS 451 both in Sec 15, T1N, R26 E

Address or General Location (If unknown, contact City Engineering): 2110, 2116, and 2130 Bench Blvd.

Size of Parcel (Area & Dimensions): 2.91 ac total

Present Land-Use: Storage of Manufactured Sheds and Residential

Proposed Land-Use: Storage of Manufactured Sheds

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): Old Hickory Shed, LLC and Randy Miller
(Recorded Owner)
PO Box 331973, Murfreesboro, TN 37133
(Address)
615-890-8075 406-561-9026 michael.hazlett@oldhickorybuildings.com
(Phone Number) (email) rnrservices264@yahoo.com

Agent(s): IMEG CORP
(Name)
175 N27th St. Ste 1312, Billings, MT 59101
(Address)
406-248-9000 shawn.m.thorson@imegcorp.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. 8/30/2022

Signature: DocuSigned by: Randy Miller DocuSigned by: Michael Hazlett Date: 8/29/2022

Michael Hazlett, SVP
Old Hickory Shed, LLC

RECEIVED
SEP 01 2022
PLANNING & COMMUNITY SERVICES DEPARTMENT

TITLE 10 Zone Change Criteria:

Below is a list of Title 10 Zone Change Criteria with each criteria addressed in **bold**

1. Whether the new zoning is designed in accordance with the growth policy;
   The new zoning of the parcels is in accordance with the City of Billings Growth Policy. The City of Billings Growth Policy states for prosperity in promoting equal opportunity and economic advancement. The Growth Policy also states support for retaining and supporting existing businesses helps sustain a health economy. By allowing for the requested rezone of CX the property will continue to be used for storage of sheds (a grandfathered use) and allow for possible expansion of commercial use. Additionally, the rezone allows for NX1 to remain adjacent to Bench Blvd. This will also allow for a buffer from the residential in the area and promote community wellbeing by promoting a strong neighborhood.
2. Whether the new zoning is designed to secure from fire and other dangers;
   City of Billings zoning is design with setbacks and public safety in mind. The property is within the City of Billings. The property will continue to be approximately 360 feet from the closest fire hydrant and serviced by City of Billings Fire Department. The new zoning will be secure from fire and other dangers.
3. Whether the new zoning will promote public health, public safety, and general welfare;
   City of Billings zoning is design with setbacks and public safety, public health and general welfare in mind. The new zoning of Heavy Commercial has been selected for the property due to the continuation of use for the grandfathered parcel and the adjacent property. Considering that the grandfathered use is 1.93 acres and the requested zoning of CX will zone approximately 1.93 acres to CX, the overall amount of acreage that will be aliquoted to the new zoning of CX will remain the same. Therefore, public health, public safety and general welfare will continue being unaffected. The applicants have additionally provided for approximately .98 acres of the lots to remain NX1 which further protects the public health, public safety, and general welfare of the Billings community.
4. Whether the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
   The new zoning will facilitate the adequate provision of transportation, water, sewerage and public requirements. The new zoning requested is CX, heavy commercial. CX zoning currently exists on adjacent properties to the west. The property that is addressed as 2130 and 2116 Bench Blvd is grandfathered into a use aligned with CX, heavy commercial. As with all development and future development of property within the City of Billings adequate water and sewerage are a requirement. Additionally, the requested heavy commercial zoning will have a positive effect on parks and schools in the community. Commercial zoning typically pays higher taxes and does not use these types of facilities providing a benefit for the community.
5. Whether the new zoning will provide adequate light and air;
   The zoning will allow for adequate light and air by having required setbacks and building standards associated with the zoning.
6. Whether the new zoning will effect motorized and nonmotorized transportation;
   The new zoning will not have an effect on motorized and nonmotorized transportation. The new zoning will be in a sense a reallocation of the current

allowed uses on the property. The new zoning does not accompany any building permit or subdivision request. This new zoning request will therefore have no effect on the motorized and nonmotorized transportation.

7. Whether the new zoning will promote compatible urban growth;
   The new zoning is adjacent to zoning that is similar to the request. The new zoning request would be for CX on the western part of the parcel with NX1 on the eastern side of the parcel. Both requested zonings have other parcels zoned the same adjacent. Additionally, the property currently allows for a grandfathered use of CX through storage of buildings on 1.93 acres currently zoned NX1. The new zoning requests that the storage of buildings be on the western side of both parcels which totals to 1.93 acres of land zoned as CX. The new zoning also requests that the eastern side of both parcels totaling to .98 acres be zoned NX1. This NX1 zoning is currently what the property is zoned. This zoning allows for 107-175' of NX1 zoning between Bench Blvd and the CX zoning. This alignment allows for compatible urban growth.
8. Whether the new zoning considers the character of the district and the peculiar suitability of the property for particular uses;
   The new zoning is adjacent to zoning that is similar to the request taking the character of the district into mind. The new zoning request would be for CX on the western part of the parcel with NX1 on the eastern side of the parcel. Both requested zonings have other parcels zoned the same adjacent. Additionally, the property currently allows for a grandfathered use of CX through storage of buildings on 1.93 acres currently zoned NX1. The new zoning requests that the storage of buildings be on the western side of both parcels which totals to 1.93 acres of land zoned as CX. The new zoning also requests that the eastern side of both parcels totaling to .98 acres be zoned NX1. This NX1 zoning is currently what the property is zoned. This zoning allows for 107-175' of NX1 zoning between Bench Blvd and the CX zoning taking the character of the district into mind.
9. Whether the new zoning will conserve the value of the buildings;
   The new zoning is adjacent to zoning that is similar to the request and is an existing use on one of the properties and should have no effect on the value of the buildings. The new zoning request would be for CX on the western part of the parcel with NX1 on the eastern side of the parcel. Both requested zonings have other parcels zoned the same adjacent. Additionally, the property currently allows for a grandfathered use of CX through storage of buildings on 1.93 acres currently zoned NX1. The new zoning requests that the storage of buildings be on the western side of both parcels which totals to 1.93 acres of land zoned as CX. The new zoning also requests that the eastern side of both parcels totaling to .98 acres be zoned NX1. This NX1 zoning is currently what the property is zoned. This zoning allows for 107-175' of NX1 zoning between Bench Blvd and the CX zoning. This new zoning should have no effect on the value of the buildings.
10. Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings
    The new zoning is adjacent to zoning that is similar to the request and is an existing use on one of the properties. The new zoning request would be for CX on the western part of the parcel with NX1 on the eastern side of the parcel. Both requested zonings have other parcels zoned the same adjacent. Additionally, the property currently allows for a grandfathered use of CX through storage of

buildings on 1.93 acres currently zoned NX1. The new zoning requests that the storage of buildings be on the western side of both parcels which totals to 1.93 acres of land zoned as CX. The new zoning also requests that the eastern side of both parcels totaling to .98 acres be zoned NX1. This NX1 zoning is currently what the property is zoned. This zoning allows for 107-175' of NX1 zoning between Bench Blvd and the CX zoning. This new zoning is a reallocation of zoning on the properties. This will allow to align the use with the zoning for the parcel owners, promote economic prosperity, and allow for a buffer between adjacent residential which correlates to neighborhood requests from the neighborhood meeting. This new zoning is the most appropriate use for the property owners and the land as it's currently used in the City of Billings today.

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**: NX1- Mixed Residential 1

2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

3. **Subject Property Map**: please attach to this form

4. **Legal Description of Property**:

   Lot 9A of AMD (13) Holling Ranch Subd. located in S15, T1N, R26 E.
   Parcel A (Less 815SF Bench ROW) (15) of COS 451 located in S15, T1N, R26E

5. **Neighborhood Task Force Area**: (Yes) /// No . If Yes, Name of Task Force and mailing address of Chairperson:

   Heights Task Force, Ming Cabrera, billingsheightstaskforce@gmail.com 1734 Poly Dr. Billings, MT 59102

6. **Roster of persons who attended the pre-application neighborhood meeting**: please attach to this form

7. **A copy of the meeting notice.** please attach to this form

8. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form

9. **The undersigned affirm the following:**

   1) The pre-application neighborhood meeting was held on the 11th, day of August, 2022

   2) The zone change application is based on materials presented at the meeting.

Owner (s): Old Hickory Shed, LLC and Randy Miller Telephone: 615-890-8075; 406-561-9026

Address: PO box 331973 Murfreesboro, TN 37133 Email: michael.hazlett@oldhickorybuildings.com rnrservices264@yahoo.com

Agent (s): IMEG Corp Telephone: 406-248-9000

Address: 175 N 27th St. Ste 1312 Billings, MT 59101 Email: shawn.m.thorson@imegcorp.com

Shawn Thorson, P.E.
Civil Project Engineer
IMEG[imegcorp.com]
IMEG Corp.
175 N 27th Street | Suite 1312 | Billings, MT 59101
(406) 414-7768 | single reach
(307) 620-0130 | mobile
Shawn.M.Thorson@imegcorp.com

ZONE CHANGE PRE-APPLICATION NEIGHBORHOOD MEETING MINUTES

Hazlett Old Hickory Buildings & Sheds City Rezone

IMEG #2205347
Wednesday, August 10, 2022
5:30 P.M.
Location: Medicine Crow Middle School

MEETING DATE:	August 10, 2022
LOCATION:	Medicine Crow Middle School
PRESENT:	An attendance list is attached.

ITEMS DISCUSSED:

1. Introduction:
   a. Shawn Thorson (IMEG) presented the overall project and discussed Old Hickory Shed, LLC (OHS) purchased the parcel at 2130 Bench Blvd and is in the process of purchasing the connecting parcel to the south. OHS is now pursuing a rezone. The rezone is requesting to change the parcel from Neighborhood Mixed Residential (NX1) to Heavy Commercial (CX).

2. General Information:
   a. Shawn discussed the general information on the Zone Change Request. He explained the rezone process and how OHS already owns the neighboring property to the West and wants to use the new parcels to store the sheds they manufacture. Legally storing the manufactured sheds is OHS's main goal.

3. Questions: The following questions were asked by the attendees as follows:
   - Dale Smith:
     - They just want to store sheds? What about the existing houses on the properties?
       - Shawn answered that the existing houses could be used as office buildings, but with a CX zoning, residential living is not permitted.
   - Lorne Armer:
     - He expressed concern that OHS would level the trees, clearing out the parcels and set up a store front if they wanted to if the zoning changed to CX. He was also concerned about right lights and semis driving right in front of the residential properties. What is heavy commercial?
       - Anna explained that there are rules regarding setbacks from the road and anything they did on the parcels would not be directly on the street in front

of the residential properties. She explained that Bench Blvd is a public street, and we don't have the ability to restrict them from driving there. She also read and explained the heavy commercial designation and what was allowed.

- James and Kristy Johnson:
    - Expressed concern for OHS's current practices. Said that they weren't good neighbors – they have a lot of trucks going in and out, they make a lot of noise at all hours of the day, and they are worried about their grandchildren playing on the street across from the heavy truck traffic.
        - Shawn and Anna explained to the attendees that operations on 2130 Bench Blvd are grandfathered into the previous zoning, so they are not doing anything that it isn't already zoned for.
- Lorne Armer:
    - He expressed concern for his rental property and doesn't want a commercial property across the street to affect his property taxes/appraisal value to be decreased. What will happen in 10 years if the current owns sell and it becomes something junky?
        - Anna explained that the surrounding properties won't affect the appraisal value, that is based off of the value of the building and the value of the land.
        - Anna and Shawn answered that they have no way of knowing what OHS will do with the land in the future and they have the right to sell it if they want.
- Shawn Thorson:
    - What do you not like about the zoning CX? Is there anything that it allows for that you would like to not see on the parcels?
        - Lorne Armer: He would like certain requirements placed and restrictions. Required to have a 20 ft landscape buffer and no truck access off Bench. Also, hard to know what is going to happen in the area because of changes to the intersection North of the parcels.
- James and Kristy Johnson:
    - Hard no for both because there is no enforcement of the regulations in place now and OHS hasn't been a good neighbor for the past year. They have been pushing the boundaries for the past year, how many more are they going to push when the zoning changes?
        - Shawn and Anna thanked them for their input.
- Lorne Armer:
    - He stated that he would be okay with CX if there was a landscape buffer, no entrance on bench, and if OHS kept the area clean and safe for kids. He would be okay with them storing their sheds there.
        - Shawn and Anna thanked them for their input.
- Dale Smith: He expressed that the truck traffic loves Bench because they don't have to fight with Main Street and the median.

    - Anna and Shawn said that they will bring the input back to the client and see if there can be something stated where the parcel isn't accessed from Bench.
- Shawn wrapped up the meeting by informing the attendees that we would be bringing their input back to OHS to find a solution that would work for all parties. He thanked everything for being there and their input towards the zoning change request.

The foregoing constitutes our understanding of the matters discussed during the meeting.

Prepared by: Amber E. Long, E.I.

SMT/hsc
\\files\Active\Projects\2022\22005347.00\Design\Civil\CC07 PLANNING\Rezoning Application\Neighborhood Meeting\20220810 Neighborhood Meeting Minutes.docx

cc: All Present

NEIGHBORHOOD MEETING ATTENDANCE RECORD

IMEG #: 22005347

Project: Hazlett Old Hickory Buildings & Sheds City Rezone

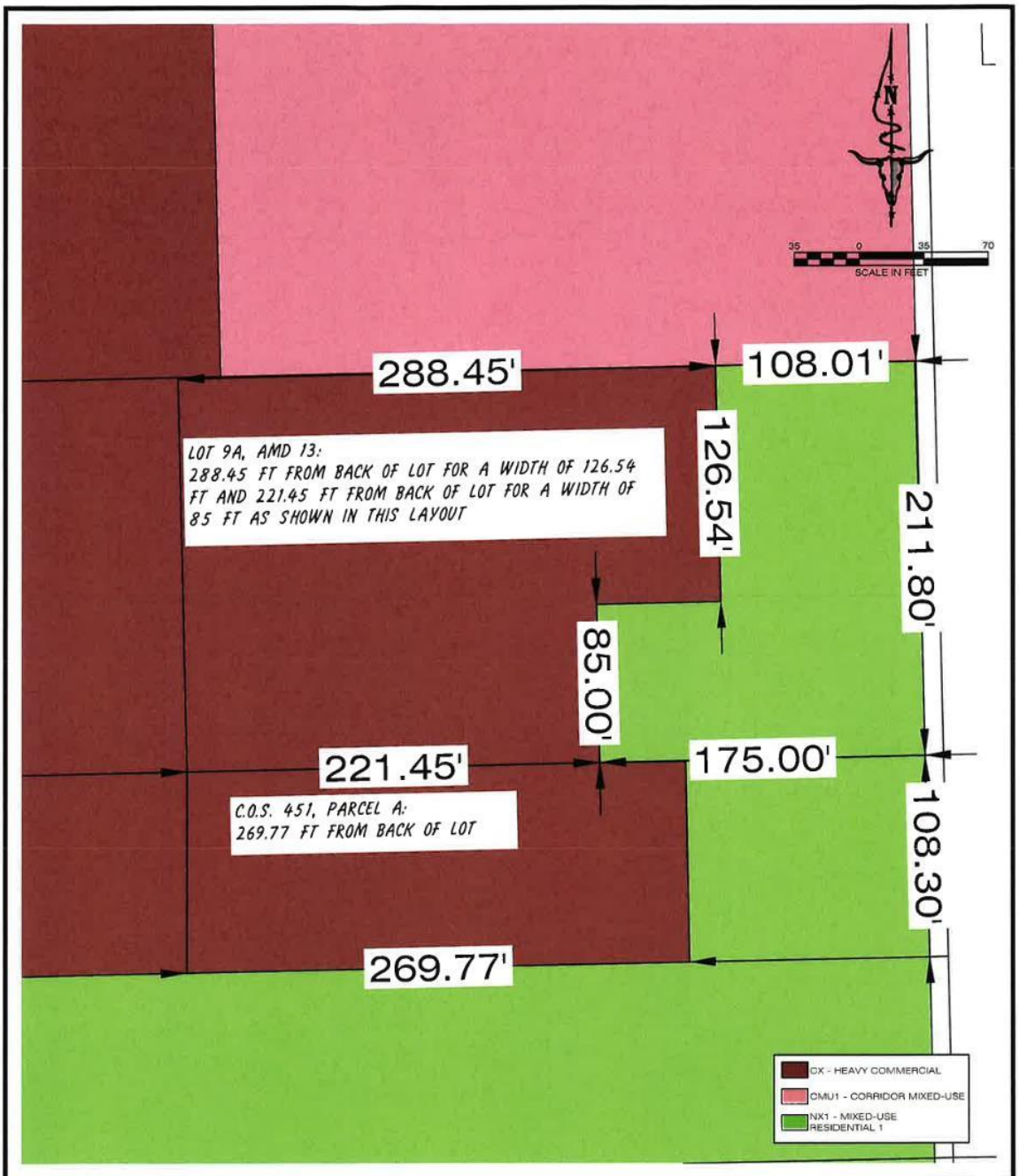
Meeting Description: Zone Change Neighborhood Meeting

Date: 8/10/2022 Time: 5:30 PM

Place: Medicine Crow Middle School

ATTENDEE NAME	ADDRESS	PHONE #	E-MAIL
Shawn Thorson	175 N 27th St, Ste 1312, Billings, MT 59101	(406) 248-9000	shawn.m.thorson@imegcorp.com
Anna Vickers	175 N 27th St, Ste 1312, Billings, MT 59101	(406) 248-9000	anna.m.vickers@imegcorp.com
Amber Long	175 N 27th St, Ste 1312, Billings, MT 59101	(406) 248-9000	amber.e.long@imegcorp.com
Dale Smith	2145 Bench Blvd, Billings, MT 59105		smithsmetalworks@bresnan.net
James and Kristy Johnson	802 Kale Dr, Billings, MT 59105		str8pipes4ever@msn.com
Lorne Armer	801 Kale Dr/2119 Bench Blvd Billings, MT 59105		ldarmer@gmail.com

175 N 27th Street, Suite 1312, Billings, MT 59101
› 406.256.1141 › Fax: 406.721.5224 › imegcorp.com



IMEG
175 N. 27TH ST., STE 1312
BILLINGS, MT
59101
PH: 406.545.6420
FAX: 406.256.1191
www.imegcorp.com

SITE MAP
ZONE CHANGE DIMENSIONS
S15, T01 N, R26 E
LOT 9A AND C.O.S. 451
CITY OF BILLINGS

PROJECT#: 22005347
TAB: ZONING
DRAFTER: AL
DATE: AUGUST 2022
SHEET 3 OF 3

PLOT DATE: 9/20/2022 11:07 AM
DWG LOCATION: G:\2022\22005347.00\DESIGN\CIVIL\C3D\EXHIBIT\CONCEPT\D-22005347 ZONING MAP.DWG

August 2, 2022

City of Billings Planning Division
2825 3rd Avenue North 4th Floor
Billings, MT 59101

RE: **Pre-Application Neighborhood Meeting** – City Zoning Change on properties located at Section 15, Township 01 North, Range 26 East, Lot 9A, AMD (13) & Section 31, Township 01 North, Range 26 East, C.O.S. 451, Parcel A (Less 815 SF Bench Row) (15)

To Whom It May Concern:

The purpose of this notification is to inform you of a Pre-Application Neighborhood Meeting on Wednesday, August 10th at 5:30 p.m. The meeting will be held in the Cafeteria/Commons at Medicine Crow Middle School, which is located at 900 Barrett Rd, Billings, MT 59105.

This meeting will address questions and comments regarding a proposed zoning change for the parcel located at 2130/2116 Bench Blvd and the connecting southern parcel, 2110 Bench Blvd. The subject properties are legally described as Section 15, Township 01 North, Range 26 East, Lot 9A, AMD (13) and Section 31, Township 01 North, Range 26 East, C.O.S. 451, Parcel A (Less 815 SF Bench Row) (15). The properties are a total of 2.91 acres in size and are currently zoned NX1 – First Neighborhood. The proposed zoning after the rezone would be CX – Heavy Commercial. The property owner is Old Hickory Shed LLC.

An exhibit has been included with this letter which depicts the two properties for rezoning and the surround properties with their zone designations. The owner intends to store sheds that are manufactured on the neighboring property to the west.

We look forward to seeing you at the meeting. If you are unable to attend, please feel free to send your questions and/or comments to amber.e.long@imegcorp.com or mail them to the address found at the bottom of this page.

Sincerely,
IMEG

Amber Long, E.I.T.
Civil Designer

Enclosures: As noted in text above.
CC: File

\\files\Active\Projects\2022\22005347.00\Design\Civil\CC07 PLANNING\Rezoning Application\Neighborhood Meeting\20220728 Neighborhood Meeting Notice OHS LLC.docx

175 North 27th Street, Suite 1312, Billings, MT 59101
› 406.545.6420 › Fax: 406.256.1191 › imegcorp.com

UNITED STATES POSTAL SERVICE®

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IMEG
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U.S. POSTAGE PAID
BILLINGS, MT
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$10.50
R2305K131185-07

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1	BROADSWORD GROUP INC 1530 OKLAHOMA STAR TRL W BILLINGS MT 59105-5501				
	MICHAEL & LEA HAALAND FAMILY TRUST 1852 THREE BARS TRL BILLINGS MT 59105-5539				
	HATVELDT, ART 2104 BENCH BLVD BILLINGS MT 59105-4128				
	DOLAN, LEONARD W & MARIA G 815 MOSSMAN DR BILLINGS MT 59105-4141				
	ANGEL, DARRICK M & AMY M 4092 US HIGHWAY 87 S ROUNDUP MT 59072-6616				

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5	21

Postmaster, per (name of receiving employee)

C Spieler

Affix Stamp Here
Postmark with Date of Receipt.

BILLINGS STATION 59102 MT

USPS® Tracking Number	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
ARMER, LORNE D & DARIAN L 2744 DOSS LN BILLINGS MT 59105-6014					
DEINES REVOCABLE FAMILY TRUST 814 KALE DR BILLINGS MT 59105-4158					
KAUFMAN, AUSTIN L 2111 MAIN ST BILLINGS MT 59105-4027					
OLD HICKORY SHED LLC PO BOX 331973 MURFREESBORO TN 37133-1973					
LANE, RUTH I & 2104 BENCH BLVD BILLINGS MT 59105-4128					

See Reverse for Instructions

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	Postmaster, per *(name of receiving employee)* CSpieler		

USPS® Tracking Number	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
	SMITH, DALE G & FELICIA M 2145 BENCH BLVD BILLINGS MT 59105-4191				
	SATROM, BRYCE O 814 MOSSMAN DR BILLINGS MT 59105-4142				
	JOHNSON, JAMES R & KRISTY L 802 KALE DR BILLINGS MT 59105-4158				
	WOODARD, AMBER M & JUDITH DAHL 807 BETSY DR BILLINGS MT 59105-4122				
	KAUFMAN, LARRY K & JANICE EGAN 1817 DOVER RD BILLINGS MT 59105-5522				

SUBJECT PROPERTY	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
None					
SURROUNDING PROPERTY	**Zone Change**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
2204 Bench Blvd					
2347 Main St	2 (County)	4/1/74	R96-CC	Y	
514 Laurie Lane	137 (County)	9/19/77	R72-CC	Y	
2244 Main St	171 (County)	2/28/78	RMH-HC	Y	
1931 Main St	267 (County)	12/31/79	R60-HC	Y	
2050 Main St	313 (County)	10/1981	RMH-HC	Y	
1602 Main St	314 (County)	3/18/82	NC-HC	Y	
8068 Laurie Lane	454	1/28/85	NC-HC	Y	
1710 Main St	597	7/10/95	NC-HC	Y	
2202 Main St	602	10/10/95	RMH-HC	Y	
636Pemberton &2318Main	639	10/13/98	RMH-HC	Y	
525 Jerrie Lane	726	3/8/04	RMH-HC	Y	
2200 Main St	760	8/8/05	RMH-HC	Y	
2302 Lake Elmo	770	12/12/05	RMH-R60	Y	
406 Roxy Lane	772	1/23/06	RMH-R60	Y	
2100 Main St	859	12/21/09	RMH-HC	Y	

City Council Regular

Date:	10/24/2022
Title:	Joint Public Hearing and Resolution- Annexation 22-07
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council hold a public hearing. In this case, a joint public hearing that considers both the annexation and associated zone change. Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

NOTE: Though a joint hearing is being held, individual action will need to be taken on each item.

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

Sanderson Stewart on behalf of Seve Michelotti submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located South of Avenue D and East of Tiburon Lane. The land being annexed is described as being Tract 2B, Certificate of Survey No. 2974, Amended Tract 2, recorded November 26th, 2012, under Document No. 3647208; also Including all Right-Of-Way of Avenue D within proposed Michelotti Subdivision. Said annexation containing 7.000 gross and net acres, more or less.

The property is zoned Rural Residential 3 (RR3). This is not a zoning district recognized by the City. The accompanying zoning application proposes to change the property to Mixed Residential 1 (NX1) a district that allows 1-4 unit structures and Mixed Residential 3 (NX3) a district that requires at least 5-units per structure. Zone Change 1020 is an accompanying application that the Council will review. A joint public hearing to consider both the annexation and zone change will be held on October 24, 2022.

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:** The property is confirmed to be in the red area, see attached 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:** The Subdivision Improvement Agreement (conditional approval) is the binding contractual agreement that identifies requirements of the City and the Developer to ensure services are provided in a mutually agreed to time. The SIA will be considered at a subsequent City Council meeting with its accompanying preliminary plat. The developer is required to meet this condition within 45 days.
3. **Existing or proposed public improvements within the area to be annexed will meet City standards:** The existing property is vacant therefore and planned infrastructure will be new and is required to meet the City's regulations. The SIA which is a condition of approval will outline public improvements required of the developer as part of subdividing the property. The only way this property could be developed in the city not according to adopted policies and regulations would require action from City Council or the Board of Adjustment to grant variances allowing deviations from adopted codes. It is required and standard practice that prior to the issuance of any building permit, the building and site plans will undergo planning review to confirm it is designed in accordance with zoning regulations.
4. **All property owners within the area to be annexed must sign a Waiver of Right to Protest future Special Improvement Districts:** A standalone waiver is required as a condition of approval for this annexation. This waiver is good in perpetuity and is not subject to the 20-year limitation as identified in the Montana Subdivision and Platting Act.
5. **All residential property owners within the area to be annexed must create or join an existing park maintenance district:** This criteria is not applicable, as confirmed by the Parks Department as there is not a park maintenance district governing the area, nor is there a parkland dedication requirement at this time. The property is being subdivided, however, per the Montana Subdivision and Platting Act divisions of land that are First Minor Subdivisions are not subject to park dedication requirements.
6. **Residential densities planned for development within the area to be annexed must meet an overall average density of at least 4-7 dwelling units per acre:** The zone districts of NX1 and NX5 ensures a

minimum of 4-7 units per acre. NX1 requires 1-4 unit buildings and NX3 requires a minimum of 5 units. The criteria is intended to be a minimum standard. At this time there is no site plan available for the development to identify a specific number of dwelling units, however, easy assumptions are made based on the requirements of the NX districts identified in BMCC, 27-300.6 and 37-300.7. The number of units is generated based on lot frontage, therefore the street network will govern the allowable units.

7. **The proposed land use within the area to be annexed must conform to the goals of the Adopted City of Billings Growth Policy:** Chapter 2 of the 2016 City of Billings Growth Policy outlines 7 growth guidelines. Essential Investments, Place Making, Community Fabric, Strong Neighborhoods, Home Base, Mobility and Access and Prosperity. Particularly this parcel with the proposed zoning is most in line with the following:

Strong Neighborhoods:

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, goodwill and social interaction
- Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale streetlights, street trees and walkable access to public spaces
- Neighborhoods that are safe and attractive and provide essential services are much desired
- Implementation of the Infill Policy is important to encourage development of underutilized properties

Home Base:

- A mix of housing types that meet the needs of a diverse population is important
- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe
- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings
- Public safety and emergency service response are critical to the well-being of Billings' residents
- Homes that are safe and sound support a healthy community

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and 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 required to extend an 8-inch sanitary sewer along Avenue D. Further, the Developer is required to extend a 8-inch water main located at the along Avenue D.
- Storm water: Any development is required to be compliant with the adopted Stormwater Management Manual. This is a requirement of the SIA.
- Transportation: The Developer Tract will be accessed from Avenue D. The Public Right-of-way along Avenue D 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 #7, located at 1504 54th ST W, approximately 2.49 road miles or 5 minutes driving time to the subject property.
- Parks: No Parkland or Trails will be required as part of this annexation.
- School facilities: Portions of the proposed property will be used for residential development. With residential growth comes demand on the school system. The School district has noted west end schools are currently over capacity. The School District has recently indicated it may undergo a redistricting process to handle over-crowding issues. The School District is not in opposition of this annexation.

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 serviced by a MET Route. The nearest route, 5A/5B-Grand, currently operates through the intersection of Grand and Zimmerman traveling east and west, which is the nearest accessible point to the property. This intersection is approximately 0.64 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 the criteria of the annexation policy has been met. Further, coordination with other departments does not raise concerns that cannot be mitigated. 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 September 7, 2022, the annexation petition was submitted to the Planning Division by the owner's agent. On October 24, 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

Annexation Resolution
Limits of Annexation Map

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:

A tract of Land situated in the SW 1/4 of Section 34, T.1N., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Tract 2B, Certificate of Survey No. 2974, Amended Tract 2, recorded November 26th, 2012, under Document No. 3647208.

Including all Right-Of-Way of Avenue D within proposed Michelotti Subdivision.

Said annexation containing 7.000 gross and net acres, more or less.

(# 22-07) 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 Subdivision Improvement Agreement shall be approved as part of a Preliminary Plat approval for MIchelotti Subdivision.

- Within 14 working days, a standalone Waiver of Right to Protest, granted in perpetuity, shall be signed by the developer and filed with the Yellowstone County Clerk and Recorder upon the City's approval of the annexation.

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 24th day of October, 2022.

CITY OF BILLINGS:

BY: _____

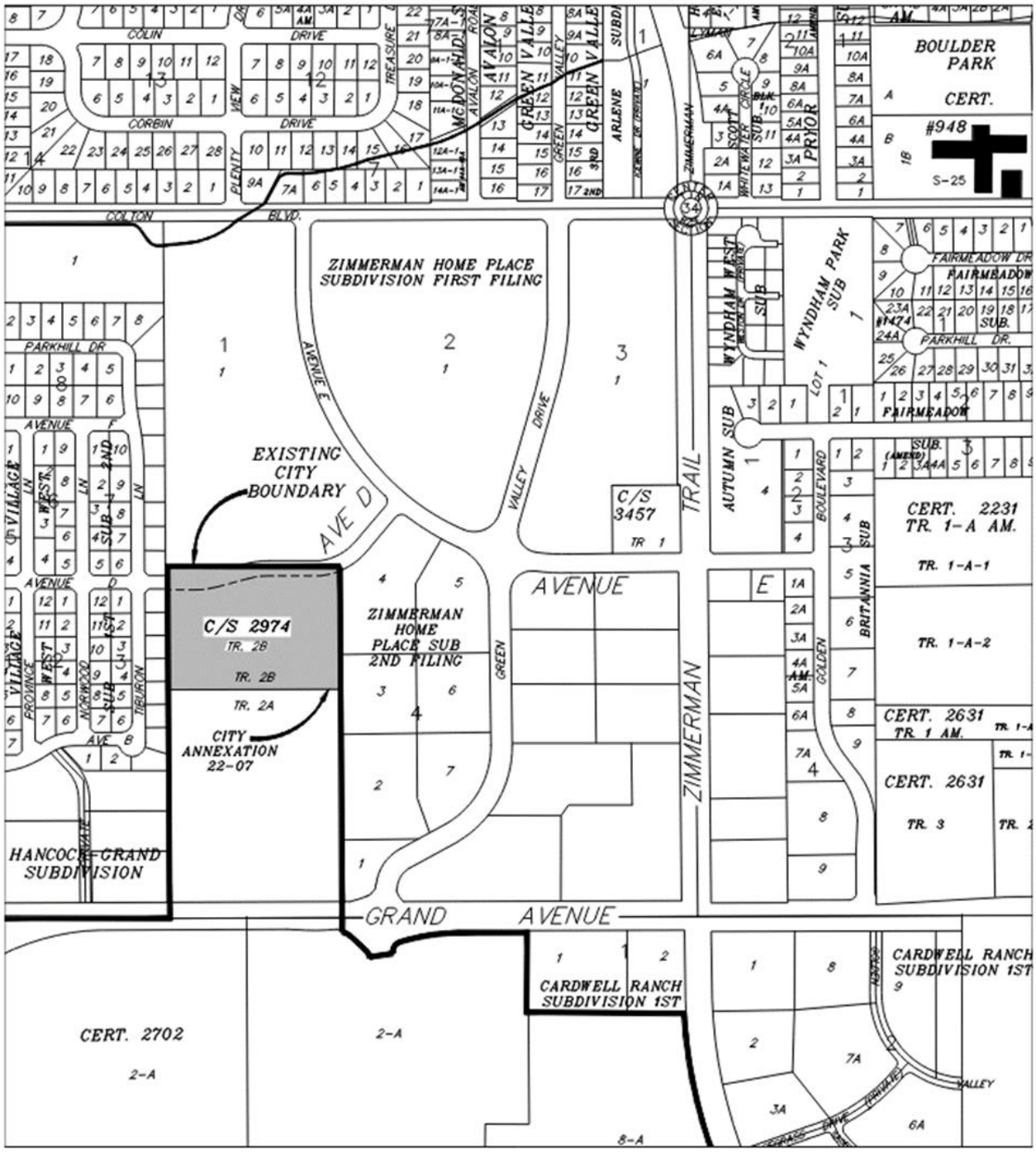
William A. Cole, Mayor

ATTEST:

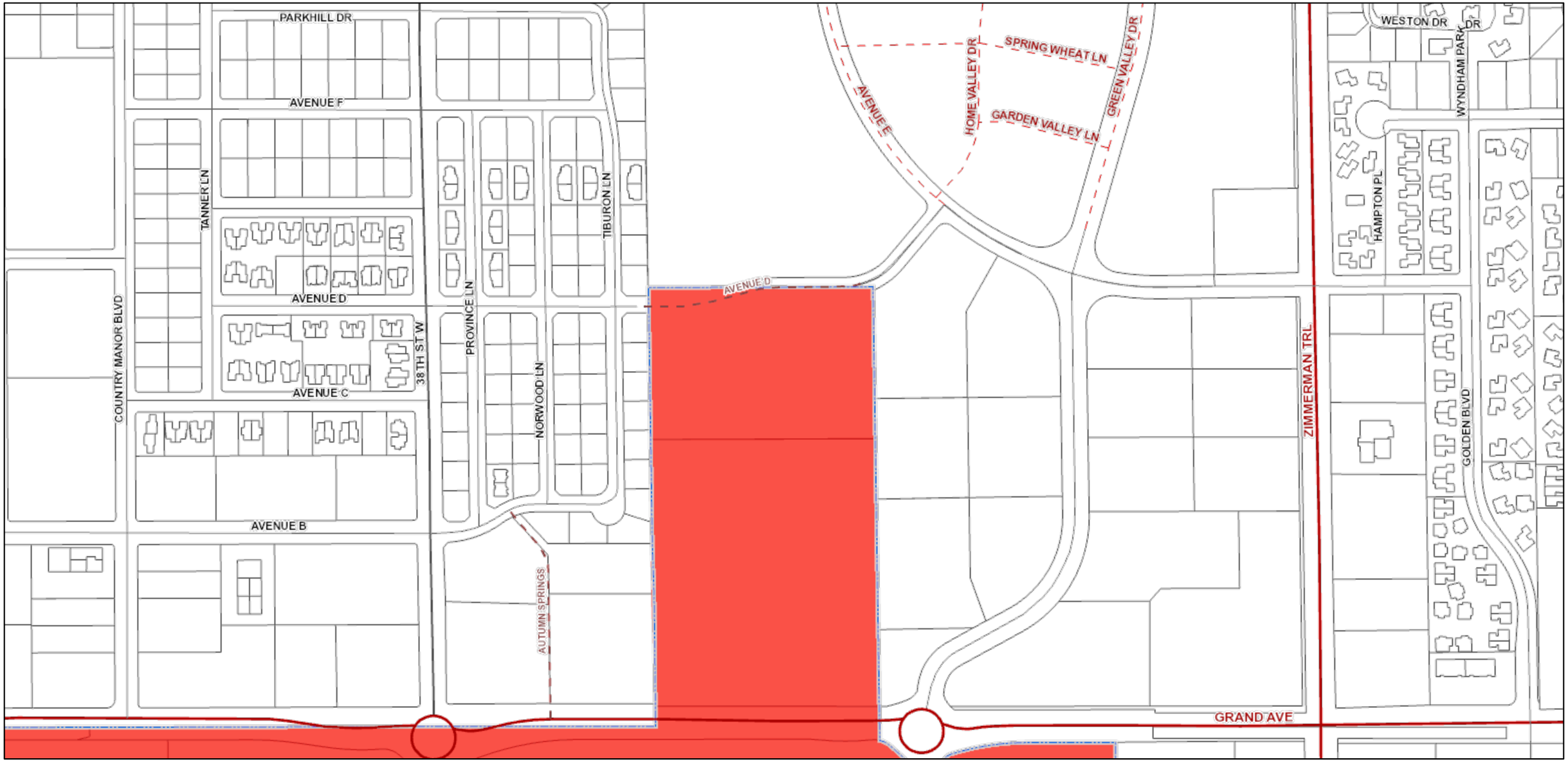
BY: _____

Denise R. Bohlman, City Clerk
(# 22-07)

EXHIBIT "A"


COLIN
DRIVE
CORBIN
DRIVE
TREASURE
VIEW
PLENTY
McDONALD ST.
AVALON
ROAD
AVALON
GREEN VALLEY
GREEN VALLEY
SUBD.
1
ARLENE
3RD
2ND
ZIMMERMAN
SCOTT
WHITE WATER SUB
CIRCLE
PRYOR
BOULDER PARK
CERT.
#948
S-25
COLTON
BLVD.
ZIMMERMAN HOME PLACE SUBDIVISION FIRST FILING
WYNDHAM WEST
SUB
WYNDHAM PARK
SUB
1
LOT 1
FAIRMEADOW DR.
FAIRMEADOW
SUB.
#1474
PARKHILL DR.
PARKHILL DR
AVENUE E
VALLEY DRIVE
EXISTING CITY BOUNDARY
AVE D
C/S 3457
TR 1
TRAIL
AUTUMN SUB
1
BOULEVARD
SUB.
(AMEND)
CERT. 2231
TR. 1-A AM.
TR. 1-A-1
TR. 1-A-2
BRITANNIA
SUB
CERT. 2631
TR 1 AM.
CERT. 2631
TR. 3
AVENUE
E
GOLDEN
GREEN
ZIMMERMAN
AVENUE
VILLAGE
WEST
1ST
SUB
2ND
SUB
AVE B
PROVINCE
NORWOOD
TIBURON
C/S 2974
TR. 2B
TR. 2B
TR. 2A
CITY ANNEXATION 22-07
ZIMMERMAN HOME PLACE SUB 2ND FILING
HANCOCK-GRAND SUBDIVISION
GRAND AVENUE
CERT. 2702
2-A
2-A
CARDWELL RANCH SUBDIVISION 1ST
8-A
CARDWELL RANCH SUBDIVISION 1ST
HARRIS
VALLEY
DRIVE
TIMBALIER

ArcGIS Web Map



9/30/2022, 10:00:11 AM

1:5,040

0 0.04 0.08 0.16 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
- 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

City Council Regular

Date:	10/24/2022
Title:	Zone Change 1020 - Michelotti Sawyers & Nordquist - Avenue D - RR3 to NX1 & NX3
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 review criteria for Zone Change 1020.

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

This is a zone change request for a property for annexation to the city limits of less than 10 acres in area. The requirement to submit a Planned Neighborhood Development (PND) is not triggered unless the property is 10 acres or larger. The current zoning in the County is Rural Residential 3. This zone requires lots to be at least 3 acres in area. The proposed zoning is Mixed Residential 1 (NX1) a district that allows 1-4 unit structures and Mixed Residential 3 (NX3) a district that requires at least 5-unit per structure. The NX1 zone requires a maximum height of 2.5 stories or 27 feet and the NX3 zone requires a minimum height of 2 stories, a maximum height of 4 stories for multi-unit structures. Side-by-side unit structures have a maximum height in the NX3 zone of 3 stories. The property is legally described as C/S 2974, Parcel 2B amended and is 6.99 acres in area.

APPLICATION DATA

OWNER: Michelotti Sawyers & Nordquist Mortuary, Inc
AGENT: Steward Land Company, and Sanderson Stewart
LEGAL DESCRIPTION: C/S 2974, Parcel 2B Amended
CURRENT ZONING: RR3 (County)
PROPOSED ZONING: NX1 and NX3 (City)
EXISTING LAND USE: Agriculture
PROPOSED USE: Mixed Residential development with 1-4 unit structures and apartments
SIZE OF PARCEL: 6.99 acres

CONCURRENT APPLICATIONS:

Petition for Annexation 22-07

SURROUNDING ZONING AND LAND USE:

NORTH:
Zoning: NX1
Land Use: Agriculture/vacant annexed land
SOUTH:
Zoning: Public 2 (P2)
Land Use: Yellowstone Valley Memorial Park
EAST:
Zoning: Neighborhood Mixed Use (NMU) and Corridor Mixed Use 1 (CMU1)
Land Use: Vacant
WEST:
Zoning: N2
Land Use: 1 and 2 family dwellings

This area of Billings has been developing over the past 10 to 15 years following the connection of Zimmerman Trail through the Yegen Family Grand Avenue Farm and the major reconstruction of Shiloh Road, another major north/south connection. In 2017, Town Pump bought all the commercially zoned property on the northwest corner of Grand and Zimmerman Trail and put in a new gas station, convenience food store, liquor store and casino. The northern lots of the Zimmerman Home Place subdivision were purchased by a local development company and an annexation and zone change to adjust boundaries was submitted in early 2022. This project was approved and new apartment buildings are under construction to the north and east of the subject property.

The subject property boundary line was amended in 2012 after the County Board of Adjustment approved a reduced lot area for the previous zoning of Agriculture Open-Space (A-1). The lot was reduced from 10 acres to 7 acres through a lot line adjustment. The Yellowstone Valley Memorial Gardens, Tract A of C/S 2974, to the south was increased in lot area as a result. When the County updated its zoning code in 2020, the new zoning for each parcel reflected the area and use of each one. Tract A for the cemetery was updated to Public 2 (P2) to reflect the use as a cemetery. It was also previously zoned A-1. The subject parcel was updated to Rural Residential 3 (RR3). Both parcels are currently outside the city limits. This zone change was accompanied by a petition to annex the property for the provision of city services.

Village West Subdivision (west of the subject parcel) began building out in 2005. These lots were updated to the N2 zoning when the city updated all zone districts in 2021. The subdivisions to the north - Zimmerman Home Place Subdivision - is a newer subdivision and most of the neighborhood zoning has not yet started development. The parcel to the north is an 18-acre parcel zoned NX1. To the south is the 12.5-acre cemetery zone P2 and to the east are two parcels owned by Town Pump zoned Neighborhood Mixed Use (NMU). The proposed zoning of NX1 for the west ~180 feet and NX3 for the eastern ~487 feet, is compatible with these surrounding zoning districts. Avenue D - an incomplete right-of-way will be completed and connect through to 38th Street West to the west and Zimmerman Trail to the east via the road network in the Zimmerman Home Place Subdivision. Currently, the 133-acre neighborhood to the west has no access to the east. All paths into and out of this neighborhood are to the south and west.

Housing demand reached a high level in 2021 and the trend continues into 2022. Supply of all types of housing choices has not kept up with the demand. At least two decades ago, local planning and growth policy documents indicated a need for independent living units for aging residents who want to "downsize" from a maintenance heavy single family dwelling on a large lot to unit ownership or townhomes as well as rental apartments. The 2010 Census indicated Billings, like many other urban areas, saw a reduction in average household size to 2.3 persons. Smaller households, aging residents and the higher costs of all housing has driven the demand for apartments, townhomes, and smaller multi-family dwellings (studios and 1-bedroom units). Developers have made robust investments in multi-family dwelling choices in west Billings but less so in northwest Billings. There have been more new residential developments south of Broadwater Avenue than this area to the north. The most recent multi-family dwelling development in this area is the Zimmerman Home Place apartments - just started this past summer. Prior to Zimmerman Home Place, new apartments were developed at 41st St West and Avenue C - Wheatbaker Patio Homes in 2016. Prior to 2016, only a handful of multi-family dwellings have been built (Grand Peaks and Falcon Ridge) north of Broadwater. There is a significant deficit of this type of housing choice in this area of West Billings.

There are challenges to an area of urban development that is on an infill property with existing development around it. This is not meant to ensure homogenous development patterns between neighborhoods, but the development plan should include similar and compatible zone districts, connectivity where and when needed, and recognition of similar goals for both types of property. The 2016 Billings Growth Policy and the 2001 West Billings Neighborhood Plan goals and policies support the proposed adjustment to the zone district boundaries. The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The proposed zone change supports these goals. The 2016 Billings Growth Policy supports a broad range of housing choices, encourages more walkable neighborhoods with connectivity to other transportation options, and building the community fabric through urban designed public spaces. The proposed zone change supports these goals as well.

STAKEHOLDERS

The applicant conducted a pre-application neighborhood meeting on August 17, 2022, at the Church of the Good Shepherd on 24th St. W. The requirement of annexation stipulates a 1/4-mile notification area for surrounding owners. Over 250 individual property owners were notified of the proposed zone change. The pre-application meeting synopsis is attached to this report. Five surrounding property owners signed the attendance sheet for the meeting. The Planning staff has not received any emails, letters or phone calls concerning the application at the time of this report.

The Zoning Commission conducted a public hearing on October 4, 2022, and received the staff recommendation of approval and testimony from the applicant and agent. No other testimony was received and there were no questions from Commission members.

Commission Vice Chair Greg McCall closed the public hearing. Commission member David Goss made a motion to recommend approval and adoption of the proposed findings of the 10 review criteria for Zone Change 1020. The motion was seconded by Commission member Trina white and was approved on a 4 to 0 vote.

ALTERNATIVES

The City Council may:

- Approve and adopt the findings of the ten review criteria as recommended by the Zoning Commission for Zone Change 1020; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1020; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the zone change request.

FISCAL EFFECTS

Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

SUMMARY

Before making a decision on the zone change, the City Council, shall consider the Zoning Commission's recommended findings of the ten mandatory review criteria. The review criteria are enumerated in the local regulations at Sec. 27-1628.D and are the same review criteria as listed in state law at MCA, Sec. 76-2-304 (1 and 2):

1) Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy and the West Billings Neighborhood Plan (2001):

The **West Billings Neighborhood Plan** goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The West Billings Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed adjustment to the current zone districts and boundaries is consistent with the following adopted Policies of Planned Growth Goal 1: Establish Development Patterns that Use Land More Efficiently

- Policy A "Promote efficient utilization of land within the West Billings planning area by promoting well-designed, more pedestrian friendly, urban development patterns with a mix of uses and an efficient, creative use of land."
- Policy K "Increase residential densities within the West Billings planning area by approving requests for residential zoning that are consistent with this plan."
- Policy M "Development in the West Billings planning area shall provide for a variety of residential types and densities."
- Policy N "Medium and high-density residential development(including elderly and disabled housing) should be located nearby and within walking distance to commercial centers, medical facilities, parks, and recreational amenities."
- Policy R "Encourage innovative land-use planning techniques to be used in building higher density and mixed-use developments as well as infill developments."

The proposed zoning is compatible with goals of the West Billings Neighborhood Plan. The proposed zone change and street layout will accommodate uses that are compatible in a new mixed residential neighborhood. The proposed development will also have good access to outdoor activities and is in proximity to commercial centers and transportation options. The proposed zoning and development will provide for a variety of housing choices that are not abundant in this area of West Billings. The property is within walking distance to a commercial center, medical facilities, parks and a multi-use trail system.

The proposed amendment is also in line with the adopted **2016 Growth Policy** goals for:

Strong Neighborhoods:

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, goodwill and social interaction
- Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale streetlights, street trees and walkable access to public spaces
- Neighborhoods that are safe and attractive and provide essential services are much desired
- Implementation of the Infill Policy is important to encourage development of underutilized properties

Home Base:
A mix of housing types that meet the needs of a diverse population is important

- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development

- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe
- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings
- Public safety and emergency service response are critical to the well-being of Billings' residents
- Homes that are safe and sound support a healthy community

The proposed zoning will allow the lower density housing type and style to be adjacent to and to the rear of the existing homes in the Village West Subdivision, west of the subject property. NX1 is considered to be more compatible with the Neighborhood zone districts and is typically found in mid-block or block-end locations throughout Billings. The higher density housing in the NX3 zone will be located further to the east and across from the NX1 zoned parcel to the north and the NMU parcels to the east. The NX1 zone allows 1-4 unit structures while the NX3 requires a minimum of 5 units in a structure. There are no minimum or maximum lot area requirements however each structure in the NX1 zone with 1 or 2 units must have 20 feet of street frontage (public or private) and each unit with 3-4 units must have 50 feet of street frontage. In the NX3 zone, each multi-unit structure requires at least 50 feet of street frontage. There similar siting and building standards for both NX zones.

2) Is the new zoning designed to secure from fire and other dangers?
The proposed zoning of NX1 and NX3 requires minimum setbacks, open and landscaped areas and building separations which creates security for fire and other dangers. Street frontage - public or private - will be required as well as street frontage landscaping, perimeter landscaping and screening based on the adjacent zoning and use, off-street parking and adequate pathways and driving aisles throughout to ensure public safety.

3) Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety are promoted by the proposed zoning. This is not a unique to the NX zones, but instead is promoted by all adopted zoning districts within the City of Billings. The site and structure regulations found in 27-300.6&7 in the NX districts promote the minimum standards to ensure public healthy and safety and promote general welfare. Annexation and provision of public health and safety services from the city will promote the general welfare of the area. The completion of Avenue D to the Village West Subdivision and 38th Street West to the west and the internal street network to the east will promote public safety and the general welfare by ensuring a traffic connection to the east and west of the subject property.

4) Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

- **Transportation**: The applicant will need to do a traffic impact study if the development will create 500 or more new trips per day. It is likely a study will be required. Each single family dwelling generates about 10-13 daily traffic trips while apartments and townhomes generate between 7-10 trips per day. The study and scope will be coordinated with the city Engineering Division. The traffic study will analyze each of the nearby street intersections and determine if mitigation or improvements are needed to accommodate the additional traffic. City Engineering will determine the required improvements. The concurrent annexation and Development Agreement may also include requirements for site development.
- **Water and Sewer**: The City will provide water and sewer to the property. There will be no additional impacts to the system from the proposed changes.
- **Schools and Parks**: Schools and parks may be effected by the proposed zone change and development of a new city neighborhood. SD #2 did not provide any comments.
- **Fire and Police**: The subject property will be served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5) Will the new zoning provide adequate light and air?
Similar to criteria 2 and 3, the proposed NX zones, like all zones, requires minimum setbacks to allow for adequate separation between structures and adequate light and air. This parcel is presently vacant therefore any new structure will be required to meet the standards required by Section 27-300-6&7.

6) Will the new zoning effect motorized and non-motorized transportation?
Non-motorized travel -- walking and biking -- is an essential part of completing Avenue D as part of this development. Pedestrian connections will be ensured through the development, and the property is close to three fixed route MET bus lines (two on Grand and one on Poly Dr). There are no traffic counts on Zimmerman Trail between Rimrock Road and Broadwater Avenue. Traffic counts on Grand Avenue near the Zimmerman Trail intersections are between 18,000 and 20,000 vehicle trips per day. The proposed street connection with the development will allow at least two pathways for the new residents to enter and leave the area including Avenue D to Zimmerman Trail or Avenue D to 38th St W (collector) and south to Grand Avenue. A traffic impact analysis will be done prior to any development and mitigation may be required by the City Engineering Division to ensure all existing and future street intersections are

maintained in good capacity.

7) Will the new zoning will promote compatible urban growth?
The proposed increase in the overall development density is compatible with urban growth and the provision of city level services to the new residents. The proposed zone district boundaries are consistent with the urban growth in this area and will be compatible with the surrounding neighborhoods. Specifically this property is immediately south of property already zoned NX1 and is adjacent to N2 property to the west. Compatibility of these residential districts is preserved by the site and structure standards required in 27-307 and 308. Further site development requirements for parking, landscaping, frontage etc. will be required with new 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 does consider the character of the district and the suitability of the property for the proposed use. This area between Zimmerman Trail and Shiloh Road is beginning to experience growth and development similar to areas further south in West Billings. The city's investment in public infrastructure in the area is spurring the development of new areas for city infill. The existing zones and development pattern for the area is suitable for the NX 1 and 3 district.

9) Will the new zoning conserve the value of buildings?
The property is an undeveloped agricultural parcel that is immediately adjacent to city limits and is in close proximity to all city services. Approval of the zone change will provide a housing choice in a residential and commercial area. The zoning designation itself will not influence the value of buildings.

10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning will encourage the most appropriate use of this land in Billings. This parcel is one of the last to be proposed for development in this section of developing land west of Zimmerman Trail.

Attachments

Zoning Map and Site Photos
Application Letter and Preapplication notes
Chart of Zoning History
Ordinance ZC 1020

City Zone Change 1020 – Michelotti, Sawyers & Nordquist – C/S 2974 Tarct 2B
Zoning Map and Site Photos

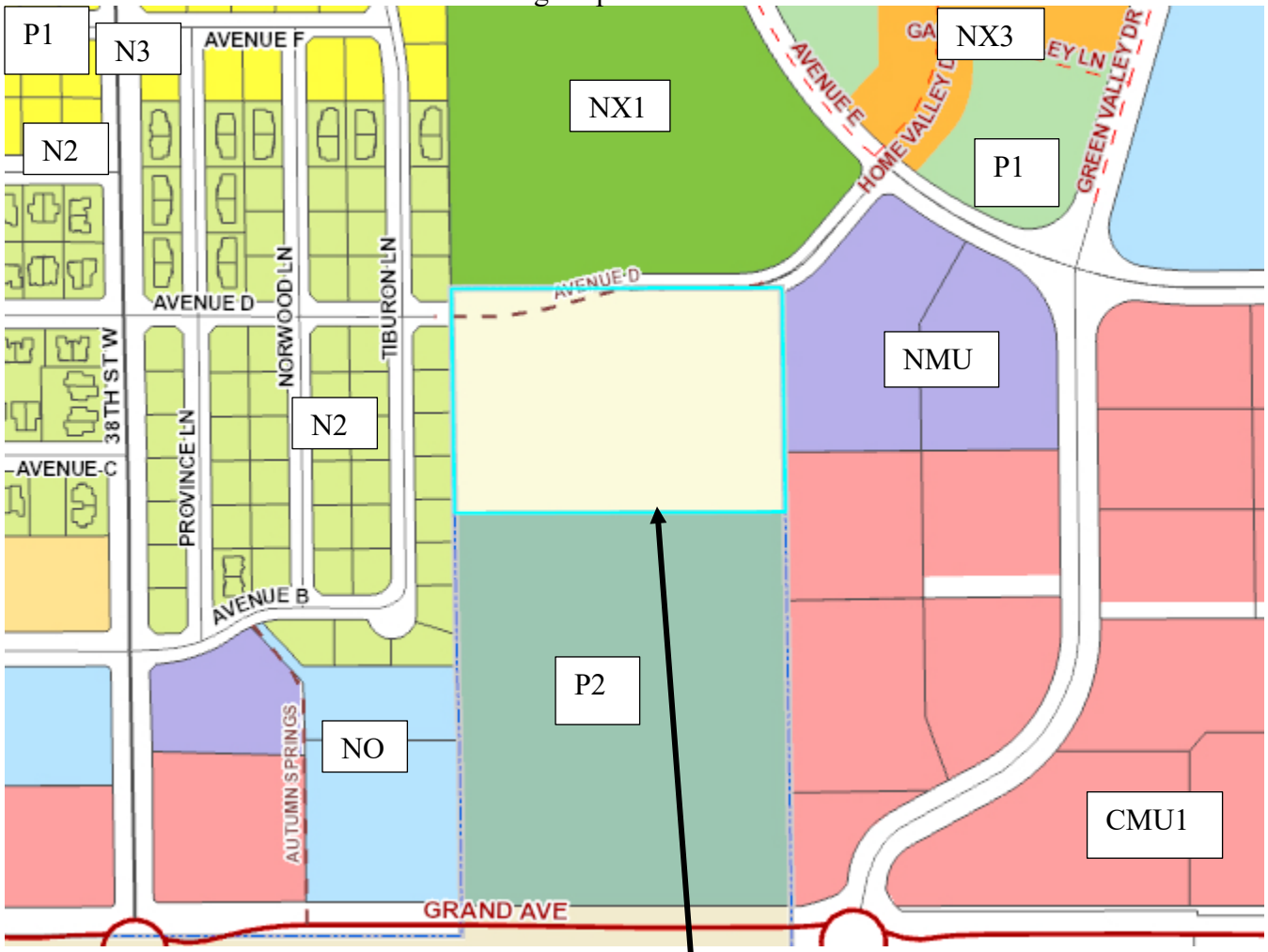


EXHIBIT A

LAND USE AND ANNEXATION DETAILS

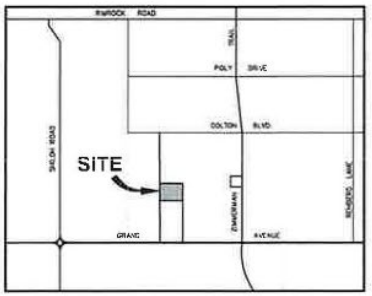
TRACT 2B, CERTIFICATE OF SURVEY No. 2974 AM.

PREPARED FOR : STEWARD LAND COMPANY

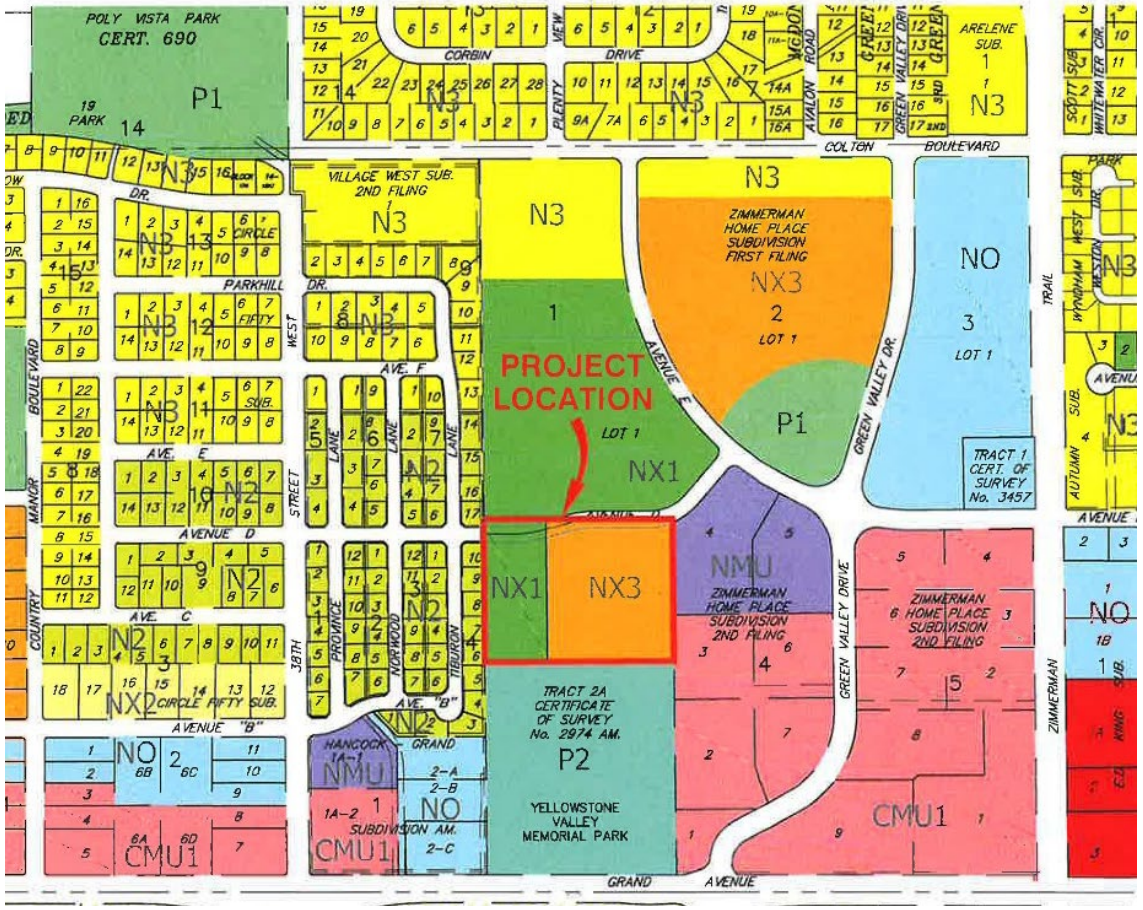
PREPARED BY : SANDERSON STEWART

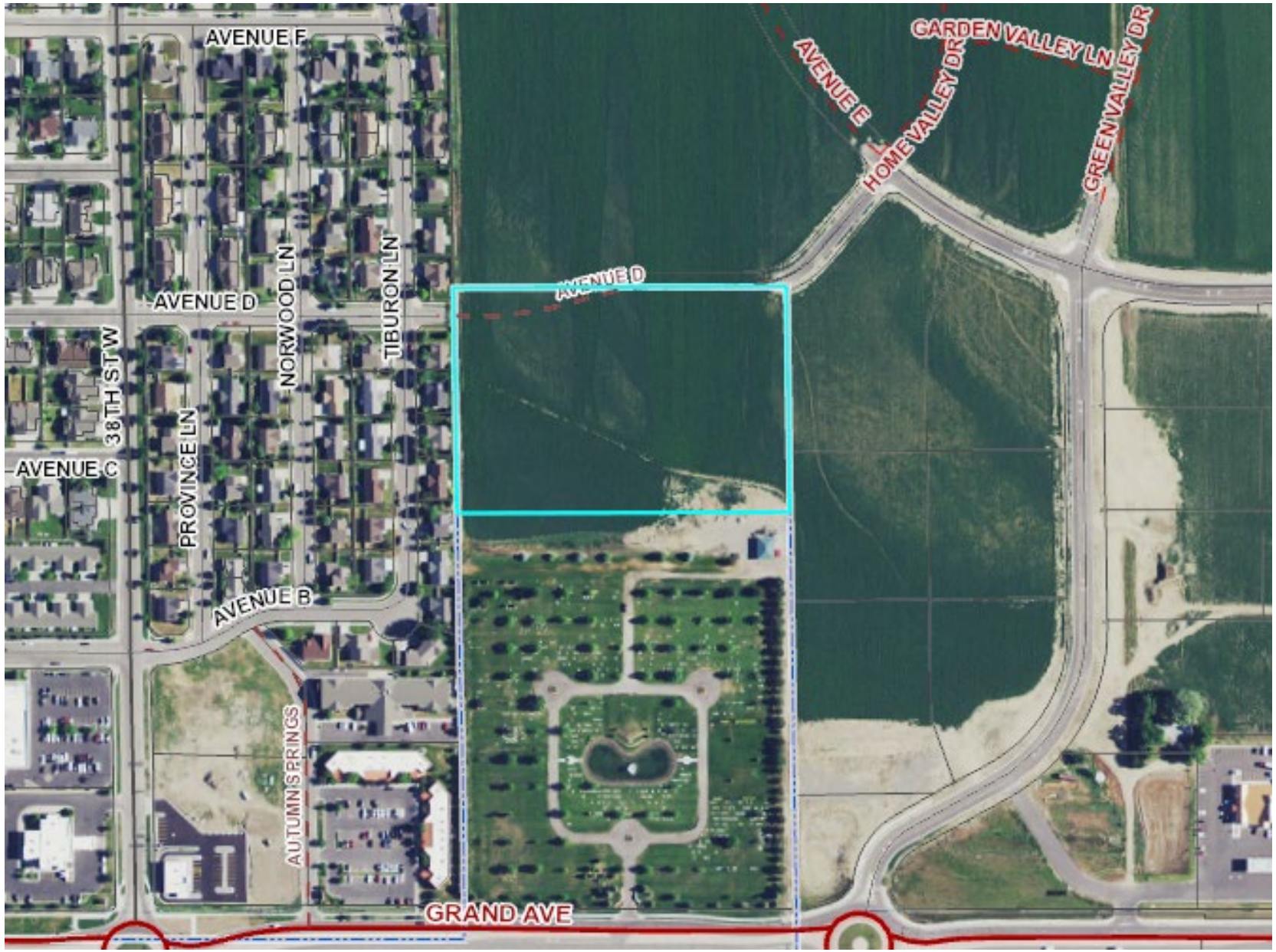
BILLINGS, MONTANA MARCH 17, 2022

LAND USE SUMMARY
NX1 = 2.5172 ACRES = 36%
NX3 = 4.4825 ACRES = 64%



VICINITY MAP

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AVENUE E
CARDEN VALLEY LN
HOME VALLEY DR
GREEN VALLEY DR
AVENUE D
NORWOOD LN
TIBURON LN
38TH ST W
AVENUE C
PROVINCE LN
AVENUE B
AUTUMN SPRINGS
GRAND AVE

Subject Property – view south and west from the deadend of Avenue D

Dead end of Avenue D – north east property corner

View north and west across subject property

View west across subject property

View north to apartments under construction in Zimmerman Home Place

View south and east from dead end of Avenue D – Village West Subdivision

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APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #_____ - Project #_____**

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning: Rural Residential 3

Proposed Zoning: NX1, NX3

TAX ID# D04783A CITY ELECTION WARD TBD

Legal Description of Property: S34, T01 N, R25 E, C.O.S. 2974, PARCEL 2B, AMD (13)

Address or General Location (If unknown, contact City Engineering): Ave. D, N of Yellowstone Valley Meml Park

Size of Parcel (Area & Dimensions): 6.9997 Acres, 506' in length, 667' in width

Present Land-Use: Agriculture

Proposed Land-Use: Residential, SF and MF

Covenants or Deed Restrictions on Property: Yes X 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): MICHELOTTI SAWYERS & NORDQUIST MORTUARY INC
(Recorded Owner)
1001 ALDERSON AVE BILLINGS, MT 59102-4215
(Address)
406-252-3417
(Phone Number) (email)

Agent(s): Steward Land Company
(Name)
1708 E 5550 S Ste 18
(Address)
(801) 590-0980 brad@stewardland.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: DocuSigned by: Steve Michelotti 9ACCDCDB501F4C0... Date: 08/30/22
(Recorded Owner)

Date Stamp

Zone Change Request
Certificate of Survey 2974
Rural Residential 3 to NX1 Mixed Residential 1 and NX3 Mixed Residential 3

Statement of Proposal

Michelotti Sawyers & Nordquist Mortuary Inc. with Steward Land Company as their agent, are seeking to Annex and Rezone Survey CS 2974, located in the Southeast Quarter of Section 34, Township 1 North, Range 25 East, P.M.M., Yellowstone County, Montana in order to develop townhome, and multi-family residential units, which will allow for a transition between the existing Village West and Neighborhood Mixed-Use and Corridor Mixed-Use zoned parcels in the Zimmerman Home Place subdivision to the east. This is in accordance with the general development pattern for adjacent development to the north, northeast, and west of the subject parcels.

Responses to Questions in Zoning Application

In what ways is your proposal consistent with the statutory criteria, guidelines and policies of the adopted Growth Policy?

The Growth Policy states:

In the next 20 years, Billings will manage its growth by encouraging development within and adjacent to the existing City limits, but preference will be given to areas where City infrastructure exists or can be extended within a fiscally constrained budget and with consideration given to increased tax revenue from development. The City will prosper with strong neighborhoods with their own unique character that are clean, safe and provide a choice of housing and transportation options.

The 10 Zone Change Criteria

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

Yes, COS 2974, is being developed under the consideration of the Growth Policy statement above. It is a project adjacent to parcels where municipal services exist and is compatible with other recent developments in the area to the north, northeast, and west, and is in accordance with the newly adopted Recode zoning document.

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

The subject parcels will be serviced by City fire and police services and will be designed in accordance with City of Billings rules and regulations thus assuring protection from common dangers.

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

All development on COS 2974 will be designed under the new City Zoning code which will regulate density and land use transitions. All residential uses will be subject to City of Billings building codes, and the utility and surface infrastructure will be constructed in accordance with City of Billings rules and regulations assuring compliance to this criterion.

4. Whether the new zoning will facilitate the adequate provision of transportation, water sewerage, schools, parks and other public requirements?

The modifications proposed by this zone change ensure an area that is desirable for developers, the home buyers, renters and the current demographic and development trends they face. The project will be responsible for extending municipal water, sewer and storm drain to service the new development as well as constructing new asphalt roads and sidewalks to service the new residents.

5. Whether the new zoning will provide adequate light and air?

COS 2974 is being developed in accordance with City of Billings rules and regulations and therefore meets this requirement.

6. Whether the new zoning will affect motorized and nonmotorized transportation?

The zone change will continue to support and address growth needs and have additional connections to the local street network while concentrating housing within the established City of Billings projected growth areas.

7. Whether the new zoning will promote compatible urban growth?

The zone change is intended to provide a transition from the existing single-family and duplex residential uses to the west to the existing neighborhood mixed use and commercial mixed uses east of the subject parcel.

8. Whether the new zoning considers the character of the district and the peculiar suitability of the property for the particular use?

The property is located to the west of the existing commercial neighborhood center at Zimmerman Trail and Grand Avenue. This development is designed to contribute to that neighborhood center and provide a transition to single-family and twin home residential uses to the west of the subject parcel.

9. Whether the new zoning will conserve the value of buildings?

Although there is no evidence to suggest that the development of multi-family residential uses has any negative effect on the value of adjacent, existing single-family and twin home residential uses, the design of this development will provide transitional buffer zone NX1 between existing single-family and twin home uses and proposed NX3 uses.

10. Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings?

The City of Billings continues to need projects that provide for a variety of affordable housing types. It is appropriate to continue to promote efficient development in close proximity to the City Limits boundaries. This zone change helps support an appropriate level of development which will serve the City both now and in the future. It is also beneficial to have greater densities near the commercial and business uses at the intersection of Grand and Zimmerman Trail in order to reduce overall vehicular loads on local area streets.

Essential Investments (Relating Public and Private Expenditures to Public Values)

- ***Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and livability of Billings.***

  This development will provide pedestrian sidewalks along Avenue D connecting residents of the Village West subdivision to the neighborhood park at the center of the Zimmerman Home Place subdivision.

- ***Infill development and development near existing City infrastructure may be the most cost effective***

  This property will be annexed and will be served by extensions of existing City and municipal infrastructure adjacent to and within the site. This zone change will allow for efficient use of City and municipal infrastructure improvements and assure that it is secure from fire and other hazards in a cost-effective manner.

- ***Neighborhoods that are safe and attractive and provide essential services are much desired***

  This property should not impact public health, safety and welfare any differently than the other area neighborhood developments which are developing in accordance with the City's zoning requirements.

Place Making (Enhance, Maintain, Preserve, and Improve Existing Public Places)

- ***The history and heritage of Billings are cornerstones of our community***

Billings has always adapted to the changes in economic drivers and been welcoming of projects that allow the community to continue to grow and prosper in a systematic and planned way. This zone change will follow in that light by supporting a variety of housing units at an attainable price.

Community Fabric (Attractive, Aesthetically Pleasing, Uniquely Billings)

- ***Attractive streetscapes provide a pleasant and calming travel experience in urban and suburban neighborhoods***

  This property will be developed in accordance with the City's code regulating street section to include planted boulevards.

- ***Planning and construction of interconnected sidewalks and trails are important to the livability of Billings***

  This property will feature sidewalks on all streets, including pedestrian connections to adjacent development and the surrounding pedestrian network.

Strong Neighborhoods (Livable, Safe, Social and Resilient Neighborhoods)

- ***Walkable Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels***

  This property will develop with a variety of housing types including townhomes and apartment. This will allow a greater diversity of income level, demographic, and age among its residents.

- ***Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction***

  By locating a greater density of residences in proximity to the commercial and business uses to the property's east, south, and southwest, and providing pedestrian connections between them, this project will promote active transportation trips between the two.

- ***Public safety and emergency service response are critical to the well-being of Billings' residents and businesses***

  The property considered under this zone change will use named streets within its bounds to better address locations within and obtain an enhanced level of public safety.

Prosperity (Promoting Equal Opportunity and Economic Advancement)

- ***Predictable, reasonable City taxes and assessments are important to Billings' taxpayers***

  The densities that will result from this proposed zone change will promote efficient use of city services and high tax revenues per acre.

- ***Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses***

  This development will attract a diverse demographic of residents seeking housing alternatives to single-family detached residential. The property's proximity to the commercial center developing along Grand Avenue will also reduce those residents' transportation costs. The density that will result from the proposed zone change will also provide tax revenues that will support the high-quality services that a quality work force demands.

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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**: Agriculture

2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

   Existing RR-3 zoning to be changed to Residential use NX1 and NX3

3. **Subject Property Map**: please attach to this form Exhibit A

4. **Legal Description of Property**:

   S34, T01 N, R25 E, C.O.S. 2974, PARCEL 2B, AMD (13)

5. **Neighborhood Task Force Area**: Yes /// No . If Yes, Name of Task Force and mailing address of Chairperson:

   Yes. Midtown Community Collaborative. Chairperson: Neil Beyer: alexlclark85@gmail.com

6. **Roster of persons who attended the pre-application neighborhood meeting**: please attach to this form Exhibit B

7. **A copy of the meeting notice.** please attach to this form Exhibit C

8. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form Exhibit D

9. **The undersigned affirm the following:**

   1) The pre-application neighborhood meeting was held on the 17th, day of August, 2022.

   2) The zone change application is based on materials presented at the meeting.

Owner (s): Michelotti Sawyers & Nordquist Mortuary Inc Telephone: 406-252-3417

Address: 1001 Alderson Ave Billings, MT 59102-4215 Email:

Agent (s): Steward Land Company Telephone:

Address: 1708 E 5550 S Ste 18 Email: brad@stewardland.com

(801) 590-0980

Owner Signature: DocuSigned by: Steve Michelotti DACCDCDB501F4C0... **Date:** 08/30/22

Agent Signature: DocuSigned by: Sky Hazlehurst 35BCE544AA44453... **Date:** 08/30/22

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EXHIBIT A

LAND USE AND ANNEXATION DETAILS

TRACT 2B, CERTIFICATE OF SURVEY No. 2974 AM.

PREPARED FOR : STEWARD LAND COMPANY

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA MARCH 17, 2022

LAND USE SUMMARY
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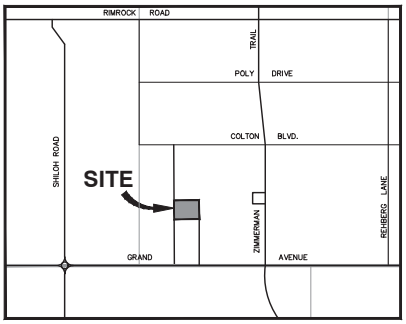

VICINITY MAP

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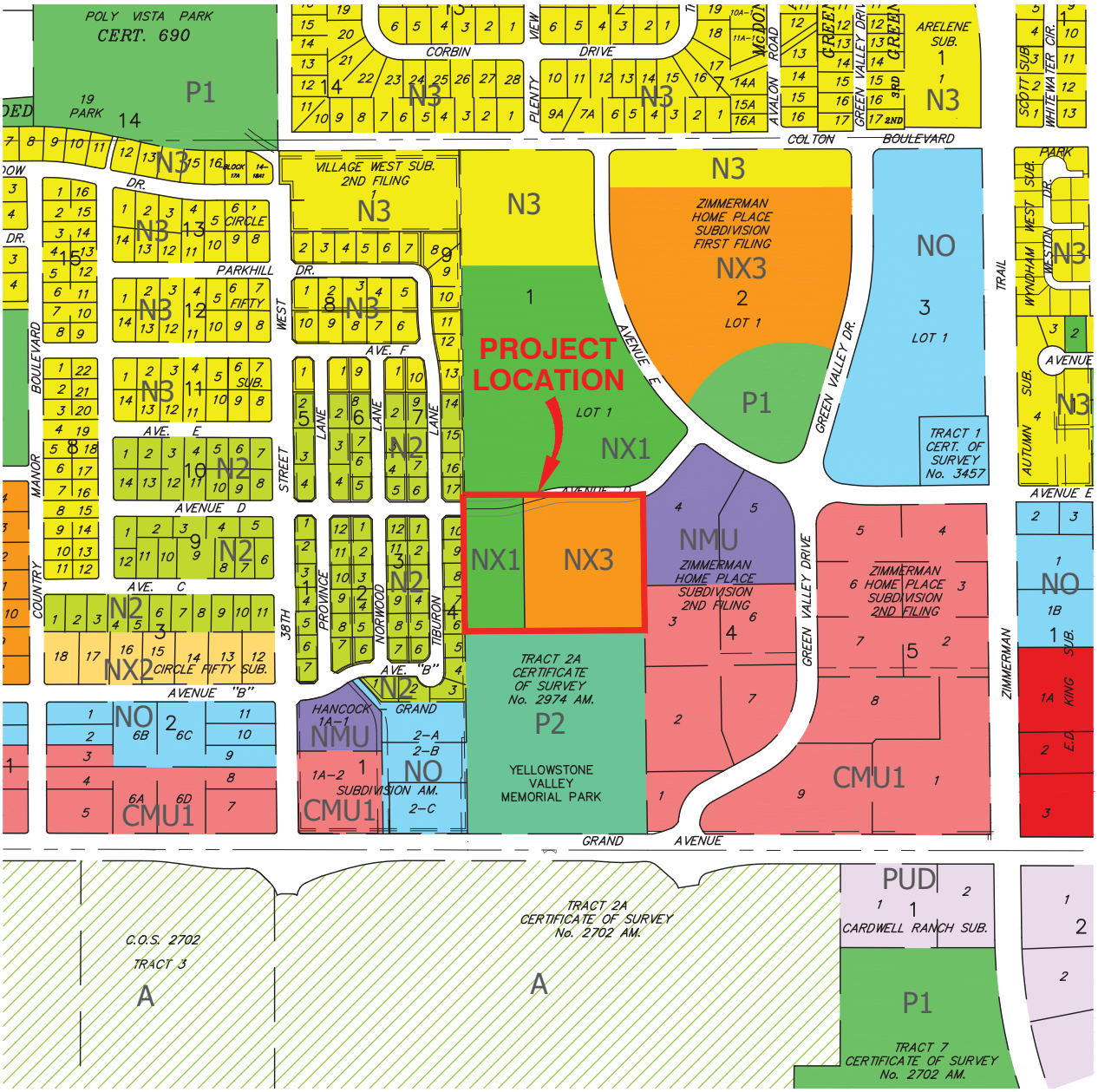

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Exhibit B

PRE-APPLICATION MEETING
ATTENDANCE SIGN-IN SHEET

Date: August 17, 2022 Time: 5:30 P.m.

Project: CoS 2974 ZONE CHANGE

Project No.: 22065

Meeting Location: Lutheran Church of the Good Shepherd, 1108 24th St W Billings, MT 59102

Name: (Please Print)	Address	Phone Number	Email Address
Rick LEUTHOLD	1300 N. TRANSTECH	406 698 6910	RLeuthold@SandersCountyMT.gov
CLARK SWAN	1643 TIBBETTS	690-4771	MontanaSwan@gmail.com
JR ARCHILLA	1744 Norwood Lane	860-7434	jrarchilla@bresnan.net
Kim Barone Bermudez	3234 Ave B	920-1022	
Maya Burton	4714 Silvercrest	406-591-0106	maya@flobeg.com

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Exhibit D

MEETING SUMMARY

PROJECT: Certificate of Survey #2974 AM			
Project No: 22065			
Meeting Location: 1108 24th St. Billings, MT		Meeting Date: 8/17/21 - 5:30 P.M.	
Meeting Subject: Neighborhood Meeting		Prepared by: John Halverson	
Attending:	(See attached sign-in sheet)		
Sanderson Stewart:	Rick Leuthold	Steward Land:	Targee Tomisin
	John Halverson		
Date of Issue: 08/18/21			

Minutes:

- Mr. Halverson opened the meeting at 5:30 by introducing himself, Rick Leuthold and Targee Tomison, who was representing the developer. He also stated the purpose of the meeting was to inform the surrounding neighborhood of the process the property owners have begun on COS 2974 to annex and establish city zoning on the subject parcel.
- There were five members of the neighborhood in attendance per the attached sign-in form.
- Mr. Halverson gave the outline for the meeting, what would be covered, and the anticipated duration of the meeting.
- Mr. Halverson covered existing conditions on the subject property and surrounding uses.
- About five minutes into the meeting an attendee began a long series of very broad complaints and concerns about how dangerous the area streets have become and concerns about the ever growing and developing areas west of Shiloh Road. We spent 40-45 minutes trying to distill these comments down to actionable comments.
- Concern was raised regarding the access points in and out of the area and if they were sufficient.

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- The safety of both the vehicular and pedestrian traffic along Grand Ave and at the roundabouts was noted.
- Concern was made regarding the significant number of signs along the Grand Ave Corridor and the abrupt change in speeds from 35 or 45 mph to 15 mph at the roundabouts.
- The question was asked about who approves projects and what the process is to approve these things. Not just this project, but the existing projects as well as future projects. Rick Leuthold went through the various aspects of Zoning, Annexation and Subdivision review processes and when additional public input could be received.
- A question was raised regarding the increase of taxes. Apparently, there was an SID that was spread on the existing properties to the west on an earlier development that came as a surprise. Rick indicated that no SID's were planned for this project and that all improvements were to be built by the developer as far as they were created by their project. Rick did indicate that did not guarantee that a broad area project might not result in an SID based on City needs or an increase in taxes to cover City provided services.
- Although not specifically tied to this project, concern was raised about the high speed of traffic on Colton Blvd in the area. It was suggested that the City might look at some traffic calming measures there.
- The same attendee stated his opposition to the connecting of Avenue D through the subject parcel. He then left the meeting.
- Mr. Halverson then explained that the previous zoning code was Euclidean in nature, and that the new code was a Euclidean-form-based-hybrid. He also explained that the new code promotes a mixture of housing types, and that neighborhoods with connected street grids, and a diversity of housing types and commercial uses like the one surrounding the subject parcel, generate fewer car trips than single-use neighborhoods.
- Mr. Halverson then led the room in a game in which participants were shown images of existing development and called out which regulations in the new code prevent certain aspects of that development.
- Mr Halverson then lead the room in a second game in which participants were shown images of structures and asked to guess whether those structures were single or multi-family.
- Attendees then asked questions about allowable uses in the proposed zones, whether commercial is allowed, and why other zones were not chosen by the applicant.

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- Mr Halverson and the applicant's representative, Mr. Tomisin answered the attendee's questions.
- Mr. Halverson then concluded the meeting with a summary of the zone change proposal and the meeting was adjourned at approximately 7:00pm.

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Exhibit C

SANDERSON STEWART

Billings
Bozeman
Fort Collins

August 10, 2022

Reference: Notice of Pre-Application Neighborhood Meeting for Annexation and Zone Change Certificate of Survey No. 2974

Dear Neighbors:

You are invited to attend a pre-application neighborhood meeting as part of the City of Billings' required public notification process for a zone change request on property located within or intended to be annexed into the City. By City Code, the surrounding property owners within 1,320 feet (quarter mile) are notified of this meeting so you can ask questions regarding the materials described in this letter. This is not your last time to comment on this proposal, as future public hearings by the Zoning Commission and City Council will be scheduled.

The zone change request for this property involves annexation as noted in the enclosed exhibit and a zone change from Rural Residential Three to NX1 and NX3.

The Neighborhood Pre-Application Meeting will be held on **Wednesday, August 17th, 2022, at 5:30 PM.** The Lutheran Church of the Good Shepherd has graciously agreed to host this meeting at their facilities at **1108 24th Street West, Billings MT, 59102**. The Lutheran Church of the Good Shepherd is in no way party to this proposed zone change. If you plan on attending, please email John Halverson at jhalverson@sandersonstewart.com so that we can verify accommodations for all at the meeting.

Please plan on attending this Neighborhood Pre-Application meeting if you have comments or questions regarding the proposed Annexation and Zone Change. If you have immediate questions or cannot attend the meeting, please contact me at 406-869-3311 or via my email at jhalverson@sandersonstewart.com.

Sincerely,

John Halverson, LEED AP BD+C
Planner

JDH/bc
c: Nicole Cromwell, Zoning Coordinator / Code Enforcement Supervisor, City of Billings
Brad Brown, Steward land Company

SUBJECT PROPERTY	Zone Change #	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
	County Variance 264	August 9, 2012	Lot area less than 10 acres	Yes	
SURROUNDING PROPERTY	**Zone Change #**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
Cardwell Ranch PD	986	October 26, 2020	Update to PD	Y	
Zimmerman Home Place Subdivision	**County ZC 675**	August 2, 2016	A-1 to CC, NC, RP, Public, RMF-R, R-50, R-70 and R-96	Y	CC & NC parcels annexed for Town Pump development 3411 Grand Ave 2018
Zimmerman Home Place Subdivision	**City Zone Change 1009**	March 14, 2022	N3, NX1, NX3, and P1 through a PND to N2, NX1, NX3, and P1	Yes	Concurrent Annexation
E.D. King Sub	782	7/10/2006	A-1 to CC	Y	Country Meadow Apts 1997
1501 Zimmerman Trail	807	7/9/2007	R-60-R to CC & RP	Y	Ace Hardware & Offices
3737 Grand Ave	779	6/26/2006	RP to NC	Y	Multi-tenant office/retail
1500 Golden Blvd	572	2/28/1994	A-1 to RMF	Y	Carriage Homes 1997
3155 Avenue C	413	10/25/1983	R-96 to RMF-R	Y	Aspen Meadows 2005
2291 Avenue C	68	8/26/1974	PD to R-60	Y	Rosepark Plaza Apts 1981

ORDINANCE 22-_____

**AN ORDINANCE OF THE CITY OF BILLINGS,
PROVIDING THE ZONE CLASSIFICATION ON C/S 2974
Parcel 2B Amended, 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.** **C/S 2974 Parcel 2B Amended,** is presently zoned **Rural Residential 3 (RR3), a County zone district** 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 C/S 2974 Parcel 2B Amended,** is hereby changed from **Rural Residential 3 (RR3)** to **Mixed Residential 1 (NX1) and Mixed Residential 3 (NX3)** as shown on the attached exhibit, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Mixed Residential 1 (NX1) and 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, or upon effective date of Resolution 22-_____ approving the annexation of the above territory, whichever is later.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 24th day of October, 2022.

PASSED, ADOPTED and APPROVED on second reading this 14th day of November, 2022.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

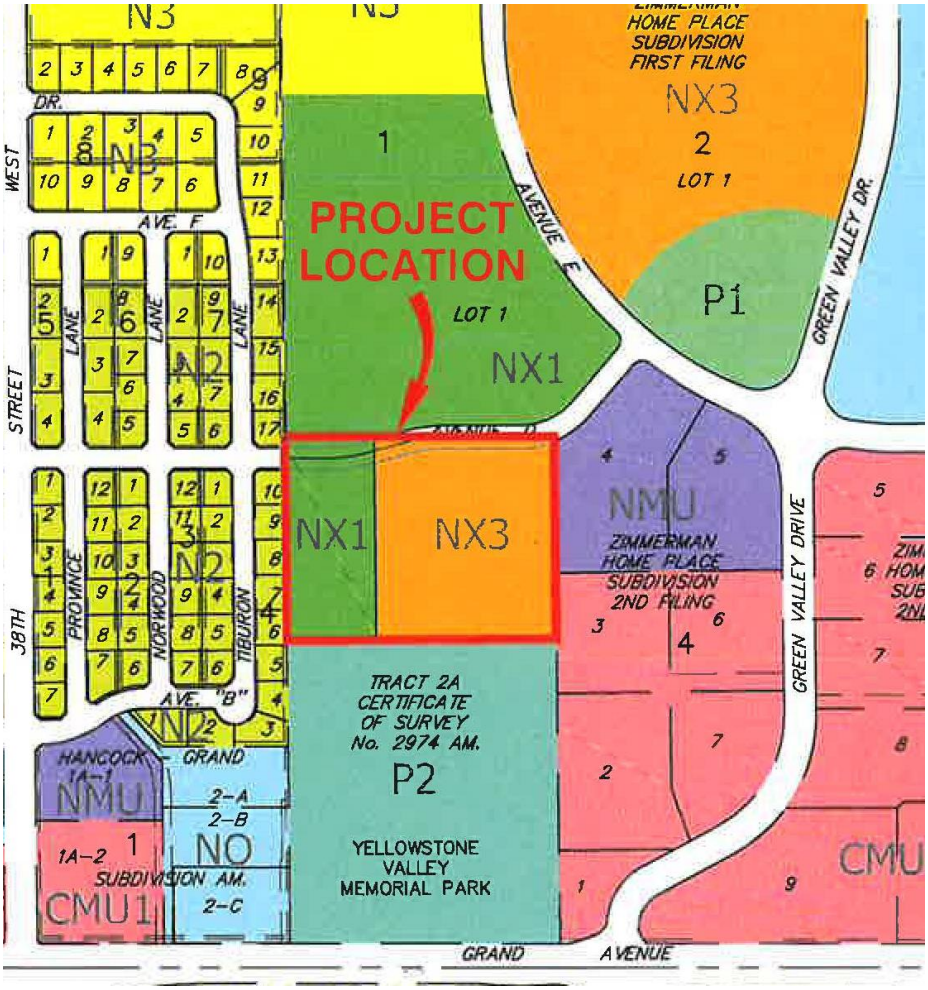
Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1020 – C/S 2974 Parcel 2B

EXHIBIT – ZONE CHANGE 1020



City Council Regular

Date:	10/24/2022
Title:	Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 22-07
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 IV.

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

Sanderson Stewart on behalf of Seve Michelotti submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located South of Avenue D and East of Tiburon Lane. The land being annexed is described as being Tract 2B, Certificate of Survey No. 2974, Amended Tract 2, recorded November 26th, 2012, under Document No. 3647208; also Including all Right-Of-Way of Avenue D within proposed Michelotti Subdivision. Said annexation containing 7.000 gross and net acres, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward IV. Two readings are required for this action. The first reading and public hearing is scheduled for October 24, 2022. Upon approval the second reading will occur on November 14, 2022.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward IV, or;
- Disapprove adding the subject property to Ward IV. Disapproval will not modify the boundary of Ward IV and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 22-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD IV PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

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

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward IV the following described real property:

A tract of Land situated in the SW 1/4 of Section 34, T.1N., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Tract 2B, Certificate of Survey No. 2974, Amended Tract 2, recorded November 26th, 2012, under Document No. 3647208.

Including all Right-Of-Way of Avenue D within proposed Michelotti Subdivision.

Said annexation containing 7.000 gross and net acres, more or less.

(# 22-07) 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 24th day of October, 2022.

PASSED by the City Council on the second reading this 14th day of November, 2022.

THE CITY OF BILLINGS:

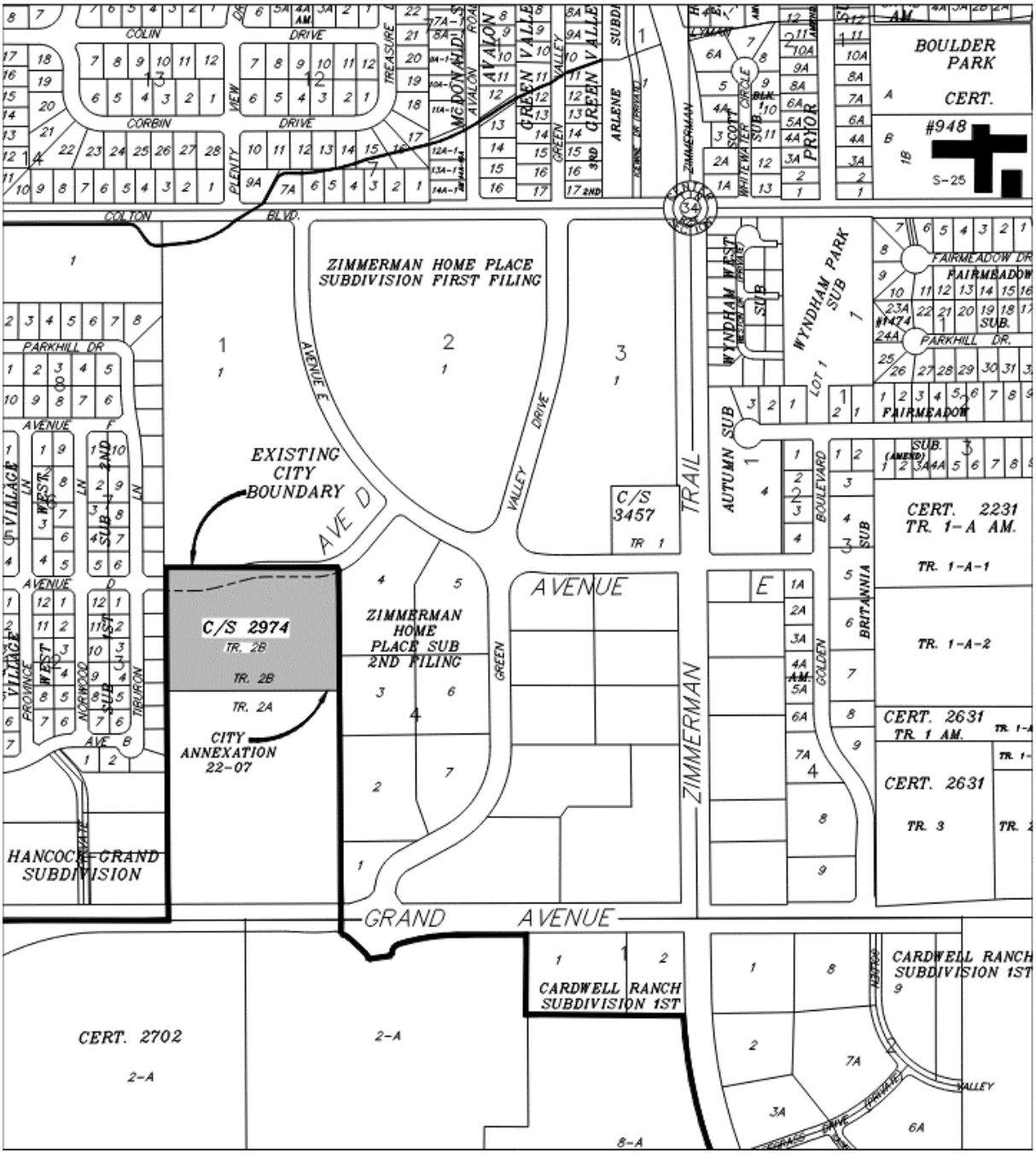
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#22-07)

EXHIBIT "A"


ZIMMERMAN HOME PLACE SUBDIVISION FIRST FILING
EXISTING CITY BOUNDARY
C/S 2974
TR. 2B
TR. 2B
TR. 2A
CITY ANNEXATION 22-07
ZIMMERMAN HOME PLACE SUB 2ND FILING
C/S 3457
TR 1
AVENUE E
VALLEY DRIVE
AVE D
TRAIL
AVENUE
ZIMMERMAN
GRAND AVENUE
COLTON BLVD.
HANCOCK-GRAND SUBDIVISION
CARDWELL RANCH SUBDIVISION 1ST
CERT. 2702
2-A
2-A
8-A
BOULDER PARK
CERT.
#948
S-25
WYNDHAM WEST SUB
WYNDHAM PARK SUB
FAIRMEADOW SUB.
AUTUMN SUB
BRITANNIA SUB
CERT. 2231
TR. 1-A AM.
TR. 1-A-1
TR. 1-A-2
CERT. 2631
TR. 1 AM.
CERT. 2631
TR. 3
CARDWELL RANCH SUBDIVISION 1ST
PARKHILL DR.
FAIRMEADOW DR.
COLIN DRIVE
CORBIN DRIVE
GREEN VALLEY SUBD
ARLENE
PRIOR
SCOTT CIRCLE
WHITEWATER SUB
VILLAGE WEST SUB 1ST
VILLAGE WEST SUB 2ND
NORWOOD SUB
TIMBERON
PROVINCE
GOLDEN BOULEVARD
VALLEY DRIVE PRIVATE

City Council Regular

Date:	10/24/2022
Title:	SBURA and City Staff Recommendations Regarding Purchase of Sportsplex at 5000 Southgate Drive
Presented by:	Wyeth Friday
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Yes

RECOMMENDATION

The South Billings Urban Renewal Association (SBURA) Board recommends the City of Billings utilize tax increment finance funding from the South Billings Boulevard Urban Renewal District (SBBURD) to purchase the Sportsplex and approximately one acre of adjacent land located at 5000 Southgate Drive for $3.8 million. SBURA's intent with recommending this purchase is to retrofit the facility to accommodate an ice rink and additional recreation facilities.

City staff has serious concerns with this recommendation as outlined in the Background Section of this memo and does not recommend the City move forward with this purchase.

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

The City of Billings has been working toward development and construction of a multi-generational recreation center for the community for more than 6 years focused on siting the facility in the South Billings Urban Renewal District. A few decision points moving toward the ultimate completion of the recreation center project are described below:

- City, with SBURA Board support, purchased land adjacent to Amend Park in September 2018 for the purposes of locating a community recreational facility at the location
- City, with SBURA Board support, funded a South Billings Aquatic and Recreation Center Master Plan and Feasibility Study that was completed in 2019. This study identified the property adjacent to Amend Park (purchased in 2018) as the best location for a multigenerational recreation center that was expected to contain aquatics, courts, ice and other programming space for recreational activities. Other locations in the SBBURD were evaluated for the siting of the facility but were ultimately ruled out mainly due to the ability to locate the entire recreation facility at one location adjacent to Amend Park, the benefits of having Amend Park and the recreation facility together, and lack of space, parking and capacity at other locations in the District.
- The City, with SBURA Board support, funded a South Billings Recreation Center Design Study in its FY22 Budget that has been in the process most of 2022.
- On June 15, 2022, the Recreation Center Core Committee recommended a "full build" facility for the multi-generational recreation center consisting of four courts, two sheets of ice, a 50-meter competition pool and a leisure pool. The Recreation Center Executive Committee subsequently modified the Core Committee's recommendation by downsizing to a single sheet of ice. The Executive Committee was concerned that the estimated total cost was becoming too large to cover in a combined bonding of SBBURD funds and voter approved bond, and a single sheet of ice met the intent of the recreation center including all the identified community needs. It was also understood that after the Centennial Ice Arena eventually closed that the second sheet of ice could be phased into the recreation center in the future. The Recreation Center Design team indicated that constructing one sheet of ice instead of two would decrease the total project construction cost by approximately $16 million.
- At no time in the master planning process, or the design study process, was the Sportsplex identified as a component or viable location for elements of the facility, and purchase of the Sportsplex is not programmed in the recreation center design, current adopted City CIP, or the current adopted SBBURD budget.

SBURA Board and Consultant Explanation:

SBURA Board members and consultant Jim Tevlin this summer suggested the possibility of purchasing the Sportsplex facility located nearby for purposes of reconfiguring it to an ice facility and/or a multi-purpose recreational facility. Members of the Executive Committee suggested the SBURA Board could recommend to the City evaluating the Sportsplex to see if it could accommodate an ice skating rink. Members of the Executive Committee also cautioned SBURA Board members and Jim Tevlin that the focus of the community and Council is on design and construction of a multigenerational recreation center and too much attention or effort on the Sportsplex could create confusion and distraction for the community from the main goal of the recreation center project.

SBURA's due diligence efforts yielded the following:
1. The owner of the Sportsplex was willing to sell the facility for $3.7 million. This includes the hockey dasher boards and all equipment located in the building.
2. SBURA determined that the facility needed additional space for parking and ingress/egress. Because of this, SBURA negotiated an agreement with the adjacent landowner to purchase approximately one-acre of land for $100,000.
3. The facility could be retrofitted for a variety of recreational and community uses including ice and court-related activities, cheerleading, soccer etc.
4. If a 2023 city-wide referendum to seek taxpayer funding for a full-build recreational facility (plus other Parks & Recreation projects) were to fail, the District would still have a high-quality recreation venue.
5. A&E Design's estimate to construct an ice rink ranged from $13 to $16 million. This facility could be purchased and retrofitted for about $6 million, thus saving the taxpayers approximately $7 to $10 million.
6. The facility could be reconfigured and operating in less than a year.
7. The facility's location would be a tremendous economic driver by attracting local, state and regional athletic events to Billings.
8. Funding would come from tax increment funds in a combination of cash and/or debt. Any debt funding would not require a city-wide vote or an increase in taxes.
9. Representative from the Billings Amateur Hockey League (owners of Centennial Ice Arena) have inquired about operating a new ice facility. This would greatly facilitate the pre-operating phase of the project.

Based on the above listed reasons, SBURA believes that purchasing the Sportsplex to add to the City's inventory of recreational facilities and is a sound financial and aesthetic investment. SBURA estimates the following costs for purchase and retrofit of the Sportsplex:

- Sportsplex purchase price: $3,700,000
- Adjacent land purchase: $100,000
- Estimated retrofitting cost: $1,500,000
- Total Estimated Cost: $5,300,000

The Sportsplex and adjacent land are owned by Farm to Market, LLC and Billings Lodging Investors, LLC, respectively. SBURA has negotiated a Buy/Sell agreement with Farm to Market, LLC with contingencies requiring approval by both the SBURA Board and the Billings City Council. SBURA has also negotiated a Buy/Sell agreement with Billings Lodging Investors, LLC with the same contingencies specified in the Sportsplex Buy/Sell agreement, plus an additional contingency that SBURA successfully purchases the Sportsplex facility. On October 4, 2022, the SBURA board approved the above Buy/Sell agreements.

City Staff Concerns and Explanation:
City staff has expressed its concerns to the SBURA Board and consultant Jim Tevlin over the course of several months, and more so in the past few weeks as the SBURA Board continued to move this recommendation forward. City Administration, Parks, Finance and Planning have all been involved in the discussions of this purchase and are recommending the City Council not move forward with this purchase. The following are the concerns and specific reasons staff is not in support of this purchase:

Overall Concerns with SBURA Recommendation and Information:

- Aside from possibly installing an ice rink in the Sportsplex, which has not been fully investigated, there is no evidence this small facility could be retrofitted for a variety of recreational and community uses including court-related activities, cheerleading, soccer etc.
- There is no evidence that the Sportsplex metal building would ever be a high-quality recreation venue.
- Comparing construction estimates for a multigenerational recreation center to serve the entire Billings community with estimates for the possible retrofitting of the Sportsplex for ice skating as saving the taxpayers money is speculative without further investigation.
- Comparing the Sportsplex location and retrofitting it as a "tremendous economic driver" in relation to a multigenerational recreation center that will have courts, ice, aquatics and other programmable recreation space are not equal comparisons. Is the Sportsplex more appropriately characterized as a replacement and upgrade from the Centennial Ice Arena?
- The Sportsplex has been for sale for years. If the City were interested in the property, there is absolutely no rush in acquiring it and putting the City at risk of not doing its due diligence.

Financial Concerns:

- This purchase is not in the CIP. As a result, no planning for funding this purchase, nor the operating costs have been worked out. The City would be working through this purchase as well as figuring out the funding of any

operating deficit on the fly.

- It is not certain the SBBURD would have the cash to purchase the Sportsplex based upon the TIF awards already approved, and anticipated projects to be completed. If the City were to purchase the Sportsplex, it may have to significantly shift some of its priorities and planned projects.
- It does not appear there will be funding available to do analysis/feasibility of the Sportsplex venue or funding to build out the building in FY23.
- SBURA has no ability to enter into multiple buy/sell agreements on behalf of the City. The City just recently went through an RFP process to select preferred Realtors. Members of the SBURA Board are not one of the preferred Realtors selected in the City process.
- SBURD says it is working on an operating agreement with Billing Amateur Hockey Association, who manage Centennial. While this may be an option for operating an ice facility, staff believes other management options should be considered if it is going to be a City-owned ice rink that will likely need a City subsidy for operating.
- The funds that will be used to purchase and build out the Sportsplex as an ice rink will directly reduce any funds available for the recreation center. The City Council has been clear, and the planning studies and design efforts to date have all been focused on the community's need for a multigenerational recreation center. The Sportplex does not further this objective in any way.

ALTERNATIVES

City Council may:

- Approve the recommendation from the SBURA Board for the expenditure of these tax increment finance (TIF) funds, or;
- Modify the recommendation from the SBURA Board for the expenditure of these TIF before taking action, or;
- Disapprove the recommendations from the SBURA Board for these expenditures of these TIF funds.

FISCAL EFFECTS

The recommendation from the SBURA Board is for $3,800,000 of tax increment funds be disbursed to purchase the Sportsplex and the adjacent land. The annual operating expense will depend on how the facility will be reconfigured to accommodate certain recreational activities. An Additional $1,500,000 is also estimated by the SBURA Board for retrofitting the Sportsplex for an ice rink and also would be expected to come from SBBURD TIF funds.

Based upon the anticipated cash flows **(attached)**, if the City were to purchase this property, there could be very few or possibly no more development incentive awards for the rest of this fiscal year, and probably next fiscal year. Current ending cash balance for FY23 is projected to be $722,187 depending upon when projects are completed and paid. The City needs to end the fiscal year with a cash balance of no less than $500,000, as it has a debt payment occurring on 7/1 of each year.

Additionally, looking forward into FY24, there are not enough funds to complete all of the projects that are currently planned (TPA Group Warehouse Project, Gravel Streets Phase II, Sportsplex Remodel, and Recreation Center work) without borrowing funds or pushing projects into future years. Any borrowing that occurs will reduce the funds that could be available for the recreation center project. This means that either the overall recreation center project cost will need to be reduced or funding from another source (G.O. Bonds) will need to be increased for every dollar that is borrowed or used for any other SBBURD TIF projects. Finally, based upon anticipated cash flows, it is City staff's opinion that any planned remodel or construction on the Sportsplex would need to be deferred into FY24 or later, when funds are available.

Attachments

South TIF Cash Projections

	FY23	FY24	FY25
South TIF Beginning Cash Balance	**5,673,734**	**722,187**	**(1,761,519)**
Revenue			
Tax Revenue	3,683,000	3,683,000	3,683,000
Intergovermental	256,218	256,218	256,218
Interest	11,573	11,573	11,573
Bond Proceeds	2,682,268	6,500,000	20,500,000
Total Revenue	6,633,059	10,450,791	24,450,791
Expenses			
SBURA Admin	122,140	122,140	122,140
City Cost Allocation	59,388	62,357	65,475
Debt Service	645,746	880,000	880,000
Transfer - PD Debt Service	250,000	250,000	250,000
City Capital Projects			
Waterline Extension	474,177		
Optimist Park Shelter	147,347		
Optimist Park Parking (Stevens Street)	600,000		
Rec Center Design	118,519		
Rec Center Construction		6,500,000	23,500,000
Hallowell Lane	572,446		
Unimproved Streets Phase I	2,719,151		
Unimproved Streets Phase II	-	2,620,000	
Sportsplex Purchase	3,800,000		
Sportsplex Remodel	-	1,500,000	
Riverfront Trail	750,000		
Development Incentives			
Jackson Court	547,305		
Mobile-Stor KSKC	362,526		
Muzzleloader	105,115		
TPA Group	-	1,000,000	
Wendy's	154,801		
Newman Elementary	55,945		
Riverside Middle School	100,000		
Residential & Community Enhancements	-	-	-
Total Cash Outlay	11,584,606	12,934,497	24,817,615
Estimated Ending Cash Balance	722,187	(1,761,519)	(2,128,344)