****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."

# CITY COUNCIL
# REGULAR BUSINESS MEETING
# REVISED
# CONSENT AGENDA ITEM 1G (ATTACHMENT ADDED) AND TITLE CHANGE TO REGULAR AGENDA ITEM 3

**AGENDA**

**COUNCIL CHAMBERS** **NOVEMBER 14, 2022** **5:30 P.M.**

**CALL TO ORDER:** Mayor Cole

**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:**

- October 24, 2022

**COURTESIES:**

- Police Chief St. John - Citizen Recognition

**PROCLAMATIONS:**

**COUNCIL REPORTS:**

**ADMINISTRATOR REPORTS - CHRIS KUKULSKI**

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

1. CONSENT AGENDA -- Separations:

   A. **Agreement** with United Way (CoC) for Low Barrier Shelter.

   B. **Consultant Agreement** with A.D. Creative Group, Kinetic Marketing & Creative, and Spotlight Productions for Airport and MET Transit Advertising and Marketing program.

   C. **Consultant Agreement** with Land Design, Inc. to develop a master plan for Cottonwood Park.

   D. **Construction Agreement** for Foreclosure Acquisition/Rehabilitation Project at 930 Steffanich Drive.

   E. **Professional Services Contract** with DOWL for WO 23-11: Downtown 2-Way Street Conversion and Montana Avenue Road Diet.

   F. **Purchase** two vehicles for Parks, Recreation, and Public Lands from JC Billion.

   G. **Amendment No. 3, Airport Terminal Expansion Project;** Sletten Construction.

H. **Approval** of MET Transit Development Plan and authorize Mayor Cole to provide a positive recommendation to the PCC.

I. **Donation** to the Billings Police Department for the K9 Program and fiber optics upgrades at the Evidence Facility from Phillips 66.

J. **Preliminary Minor Plat** of Michelotti Subdivision. **Quasi-Judicial*

K. **Tax Increment Finance Assistance** from EBURD to STIR, LLC for redevelopment at 304 North 19th Street.

L. **Resolution of Intent** to create SILMD 332 and set a public hearing date of December 12, 2022.

M. **Resolution** relating to South TIF District Bonds.

N. **Second/Final Reading Ordinance** for Zone Change 1018: generally located at 2110, 2116 and 2130 Bench Boulevard.**Quasi-Judicial*

O. **Second/Final Reading Ordinance** for Zone Change 1020: generally located south of Avenue D and east of Tiburon Lane. **Quasi-Judicial*

P. **Second/Final Reading Ordinance** expanding Ward IV (Annexation 22-07).

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

1. October 3, 2022
2. October 10, 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 RESOLUTIONS** authorizing the sale, disposal or lease of City owned properties:

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

a. **CURRENT CITY HALL**

Staff recommends approval.

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution for the sale, disposal or lease of the Current City Hall, as recommended by staff.

b. **PARK 1 GROUND LEVEL RETAIL SPACE**

Staff recommends approval.

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution for the sale, disposal or lease of Park 1 Ground Level Retail Space, as recommended by staff.

c. SOUTH SURFACE PARKING LOT OFF NORTH 27TH STREET BETWEEN 1ST AVENUE NORTH AND 2ND AVENUE NORTH

Staff recommends approval.

**Recommended Motion**: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution for the sale, disposal or lease of South Surface Parking Lot off North 27th Street between 1st Avenue North and 2nd Avenue North, as recommended by staff.

d. NORTH SURFACE PARKING LOT OFF NORTH 27TH STREET BETWEEN 1ST AVENUE NORTH AND 2ND AVENUE NORTH

Staff recommends approval.

**Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution for the sale, disposal or lease of North Surface Parking Lot off North 27th Street between 1st Avenue North and 2nd Avenue North, as recommended by staff.

3. CITY ADMINISTRATOR'S Annual Performance Evaluation and **APPROVAL** of Employment Contract.

**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.*

~ ~ ~ 

City Council Regular

| | |
|---|---|
| Date: | 11/14/2022 |
| Title: | Low Barrier Shelter Grant Agreement with CoC |
| Presented by: | Chris Kukulski, City Administrator |
| Department: | City Hall Administration |
| Presentation: | No |
| Legal Review | Yes |

## RECOMMENDATION

Authorize the Mayor to sign the enclosed Agreement for low barrier shelter services with the United Way (Continuum of Care, Crisis Center & First Church partnership) for the 2022, 2023 winter season.

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

On September 6 and September 26 the Council discussed the impacts of low barrier sheltering ultimately approving motions supporting two partnerships. The first is to reimburse up to $210,000 for emergency sheltering this winter with Continuum of Care (CoC). The second is with Montana Rescue Mission (MRM) for data entry.

The enclosed agreement is consistent with the Council's direction with two major exceptions, we are providing $45,000 in up-front cash to help get the CoC shelter off the ground. Each month, we will subtract $9,000 from our reimbursement payment so that our total expenditure will not exceed $210,000 at the end of winter. Additionally, CoC is asking the Council to amend there motion to authorize reimbursement for the administrative fee they will be paying to United Way. This fee is 10% of the contracted amount which is $21,000. Therefore, CoC is asking that the contract for low barrier shelter services not exceed $231,000. CoC did work diligently to avoid this additional cost by having this agreement be directly with either the Crisis Center or First Church, unfortunately we were unsuccessful.

The agreement addresses each of the critical areas outlines in the Council's September 26 motion (except the up-front payment).

1) First responders will bring individuals to the Crisis Center to receive services
2) Proper data collection and reporting to a 3rd party, to understand users and services provided
3) Coordinated entry
4) Services will be offered in good faith to all who do not belong in jail, or the emergency room
5) Service providers will share their "do not serve" and "no trespass" lists with one another and first responders within the confines of HIPPA
6) Good faith participation in the local CoC
7) Hours of service for the LBS will be clearly defined and agreed to

## STAKEHOLDERS

## ALTERNATIVES

N/A

## FISCAL EFFECTS

The attached contract with United Way will expend either $231,000 or less if expenditures outlined in the agreement total less than $231,000 for services provided between November 2022 and May 2023. This is $21,000 higher than previously stated as described under the background information above.

Per the adopted budget, $864,952 dollars are anticipated (2 mills = $432,452 + 3% marijuana local option tax $432,500) and will be placed in a fund to improve public safety and reduce crime in our community through programs addressing substance abuse, mental and behavioral health, housing essential to public safety, and related support services.

## SUMMARY

The enclosed agreement reimburses the CoC partners for up to $231,000 for low barrier sheltering services this winter.

**Attachments**

Low Barrier Shelter Agreement with United Way

**LOW BARRIER SEASONAL SHELTER GRANT AGREEMENT**

**THIS AGREEMENT** is made and entered on the _____ day of _____, 2022, by and between the City of Billings, Montana, a municipal corporation ("City"), and United Way of Yellowstone County, a not-for-profit corporation acting as fiscal agent for the Yellowstone County Continuum of Care, ("Grantee"), collectively the "Parties."

**Section 1. Amount of grant.** The City agrees to award Grantee an amount not to exceed $231,000 for the reimbursement of project costs and expenses to provide low-barrier seasonal shelter services as set forth in this Agreement and the attached Exhibit C - Budget of Project Expenses. The City reserves the right to withhold payment if the City determines that the quality or quantity of the work performed is unacceptable under the terms outlined herein.

**Section 2. Description of Grantee Project.** Grantee agrees to provide low-barrier seasonal shelter services in accordance with Exhibit A – Scope of Services and Exhibit B – Program and Service Requirements to provide for a low-barrier emergency shelter.

**Section 3. Duration of the Project.** Grantee represents to the City that the project will begin no later than November 30, 2022, and shall be completed no earlier than March 15, 2022, and no later than April 30, 2023.

**Section 4. Term of contract.** The term of this Agreement is from November 1, 2022, through May 31, 2023.

**Section 5. Supervision.** Grantee shall provide oversight of the program and services, as administered by third-party agencies, as necessary. The program and services contemplated to be administered by third-party agencies are outlined in a Memorandum of Agreement ("MOA") entered into by Grantee and third-party agencies which is attached as Attachment 1 to Exhibit A and incorporated by reference.

**Section 6. Processing payments/payment deadline.** The City shall pay Grantee up to $231,000.00 for eligible program expenses as follows:

- The City will make one payment in advance within five days of execution of this contract, in the amount of $45,000 for startup expenses including but not limited to building improvements, purchase of equipment and supplies, and the first 30 days of operating expenses as set forth in Exhibit C.

- The remaining installments will be made monthly and will be a reimbursement for actual expenses incurred during the previous month. The first five (5) installments will be reduced by $9,000 each until the initial installment payment is accounted for. Each monthly payment shall be paid to Grantee within fourteen (14) days

receipt of a monthly expense report with supporting documentation for the previous 30-day period. Grantee shall submit the monthly expense report no later than the 15th day of each month.

**Section 7. Compliance with laws, general.** Grantee shall at all times observe and comply with all laws, ordinances, or regulations of the Federal, State, County, and local government which may in any manner affect the performance of the Agreement. Grantee shall be liable to perform all functions in the same manner the City performs these functions.

**Section 8. Maintenance of records.** Grantee shall maintain all records pertinent to expenditures under this contract for a period of three (3) years after the termination of all activities funded under this agreement, or after the resolution of all audit findings, whichever occurs later.

**Section 9. Inspection of records/audits of project.**

A. Records maintained by Grantee pursuant to this Agreement shall be available for inspection upon request by the City.
B. Grantee agrees and authorizes the City to conduct on-site reviews by appointment to inspect personnel, financial, and other program records or any other audits of procedures and practices to assure compliance with this Agreement.

**Section 10. Reporting requirements.**

A. Grantee will be required to submit quarterly reports to the City that includes the number of people served, both overall shelter nights and unduplicated individuals, program funds requested, and a summary of program achievements or highlights during the quarter. The second quarterly report shall be delivered upon project completion and include final outcomes, total program funds requested and delivered, number of shelter nights provided, and number of unduplicated individuals served.
B. Grantee shall maintain client data demonstrating participation in services provided. Such data shall include client name, age, race/ethnicity, and other basic information. The data maintained must meet the minimum data requirements of the Montana Continuum of Care as outlined by the U.S. Department of Housing and Urban Development. The City understands that limited information may be captured based on the need to shelter clients who are unable or unwilling to divulge personal information.

**Section 11. Successors and Assigns.** This Agreement and all the covenants hereof shall inure to the benefit of and be binding upon the City and the Grantee respectively and its

partners, successors, assigns, and legal representatives. Neither the City nor the Grantee shall have the right to assign, transfer, or sublet its interest or obligations hereunder without written consent of the other party.

**Section 12. Grantee to indemnify and hold the City harmless.** Grantee agrees to protect, indemnify, hold and save harmless and defend the City against any and all claims, costs, causes, actions and expenses, including but not limited to attorneys' fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors or agents of Grantee, on account of personal injuries or death, or damages to property occurring or resulting from this project, whether such loss, damage, injury or liability is contributed to by the negligence of the City or its officers, employees or agents, or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that Grantee shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees or agents.

Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the City and Grantee, the Grantee shall indemnify and hold the City harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, caused by the Grantee's or any subcontractor's wrongful or negligent acts occurring as a result from the Grantee's performance pursuant to this Agreement.

**Section 13. Limits of liability.** Any liabilities of the City and its officials, employees and agents are governed and limited by the applicable provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Agreement.

**Section 14. Insurance.** The Grantee shall maintain in good standing the insurance described in this Section. Before rendering any services under this Agreement, the Grantee shall furnish the City with proof of insurance in accordance with this Section.

The Grantee shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage in the amount of $750,000 per claim and $1,500,000 per occurrence.
3. Automobile liability in the amount of $1,500,000 per accident.
4. Professional liability in the amount of $1,500,000 per claim.

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

The City shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

Grantee shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Grantee shall maintain workers' compensation insurance coverage for all members and employees of Grantee's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Grantee shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

**Section 15. Grantee not an employee of the City.** It is mutually understood and agreed that Grantee shall have full control of the ways and means of performing the services and that Grantee or its employees, representatives, subcontractors, or agents are in no sense employees of the City.

**Section 16. Miscellaneous.** Grantee agrees and represents that it is qualified to perform the services to be provided under this Agreement and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

The Grantee has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the City.

The Grantee will, if requested by the City, furnish the City affidavits certifying compliance with the provisions of this Section.

**Section 17. Nondiscrimination.**

A. Grantee shall fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age

Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

B. The Grantee shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

   The Grantee and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

   The Grantee and any subgrantee shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the Grantee's legal duty to furnish information.

C. The Grantee shall comply with any and all reporting requirements that may apply to it that the City may establish by regulation.

D. The Grantee shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

E. The Grantee shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this Agreement, so as to be binding upon every such subcontractor or vendor of the Grantee under this Agreement.

F. The Grantee agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

**Section 18. Permits, laws, and taxes.** The Grantee shall acquire and maintain in good standing all permits, licenses and other entitlements necessary for its performance under this Agreement. All actions taken by the Grantee under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Grantee shall pay all taxes pertaining to its performance under this Agreement.

**Section 19. Nonwaiver.** The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

**Section 20. Termination of agreement.** This Agreement may be terminated prior to the expiration period hereof by written agreement by the parties to the Agreement.

The City may terminate the agreement for any reason, with or without cause, by giving (30) days written notice from the City to the Grantee.

The City may also terminate this agreement for cause or suspend this Agreement, in whole or in part, by giving thirty (30) days written notice from the City to the Grantee of violations for the following reasons:

(a) Failure to perform the services or follow program requirements as set forth in Exhibit A - Scope of Services and Exhibit B – Program and Service Requirements.

(b) Unauthorized or improper use of funds provided under this agreement.

(c) Submission of an application, report or other document pertaining to this Agreement containing misrepresentation of any material aspect.

(d) Breach of the any terms of this Agreement.

The City may elect to provide written notice of violations prior to termination and give Grantee the opportunity to correct any violations within thirty (30) days from receipt of notice. If violations are not corrected, the City may immediately terminate this agreement by written notice.

In the event there are insufficient guests being sheltered or in the event continued operation of the shelter is no longer economically feasible, the Grantee may terminate this Agreement by giving (10) days written notice to the City.

**Section 21. Attorney's fees and costs.** 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 the Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.

**Section 22. Litigation location.** The parties agree that this Agreement shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the Agreement or the performance of its terms.

**Section 23. Complete Agreement**. This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.

**Section 24. Severability**. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

**Section 25. Modification and amendments.** Any amendment or modification 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.

**Section 26. Notice.** Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

| | |
|---|---|
| TO THE CITY: | Chris Kukulski, City Administrator<br>P.O. Box 1178<br>210 North 27th Street<br>Billings, MT 59101 |
| TO THE GRANTEE: | Kari Boiter, Board President Yellowstone County Continuum of Care c/o United Way of Yellowstone County |

2173 Overland Ave.
Billings, MT 59102

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS

_____
WILLIAM A. COLE, MAYOR

GRANTEE, UNITED WAY OF YELLOWSTONE COUNTY, as fiscal agent for Yellowstone County Continuum of Care

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

ATTEST:

_____
DENISE BOHLMAN, CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

# EXHIBIT A - SCOPE OF SERVICES

**United Way of Yellowstone County:**

- Serve as fiscal agent and administrator of funds from the City of Billings, ensuring all MOA participants are compensated in accordance with the MOA in Attachment 1 and the project budget which is attached to the Agreement as Exhibit C
- Provide technical assistance and support to the Yellowstone County Continuum of Care, Billings First Congregational Church, and the Community Crisis Center as requested and appropriate.

**Yellowstone County Continuum of Care (CoC):**

- Coordinate communication and reporting to Billings City Council as required by the terms of any grant proposal
- Create and maintain a project within its Homeless Management Information System (HMIS) for enrolling shelter guests, tracking related data, and pulling project reports requested by MOA participants
- Provide technical assistance and support to Billings First Congregational Church and the Community Crisis Center as requested and appropriate
- Conduct monthly/annual meetings of the CoC membership
- Conduct Coordinated Entry and HMIS orientations and trainings as necessary and appropriate
- Coordinated Entry coordinator will review and approve data entered into HMIS by all Yellowstone County CoC participants, with the exception of any data protected under applicable privacy laws.

**Community Crisis Center:**

- Act as the primary drop-off location for law enforcement and first responders
- Provide trained staff to work on site at Billings First Congregational Church to provide mental health screening, Coordinated Entry assessments, diversion to alternate partners as appropriate, and timely entry of HIPAA-protected client data into HMIS.
- Act as liaison for CoC Coordinated Entry System, conducting nightly tracking of shelter diversion, including but not limited to:
    1) referrals to community partners; and
    2) overnight stays by clients
- Conduct and offer regular trainings on de-escalation and trauma-informed care and provide periodic coaching to contracted security, staff, and/or volunteers for the shelter at Billings First Congregational Church
- Provide transportation from Billings First Congregational Church to the Community Crisis Center for guests deemed to be in crisis and/or in need of care beyond what is available at the shelter site

**Billings First Congregational Church:**

- Provide adequate space for shelter operations located at 310 North 27th Street, Billings, Montana
- Oversee all shelter operations, including but not limited to contracted security, laundry and janitorial services, and other project management needs
- Act as project lead for HMIS, assuming responsibility for timely entry of shelter data, and developing mechanisms for:
    1) nightly shelter intake;
    2) nightly tracking of shelter stays; and
    3) determining number of unique individuals served

ATTACHMENT 1

# MEMORANDUM OF AGREEMENT
# LOW BARRIER SEASONAL SHELTER
# NOVEMBER 15, 2022 – APRIL 30, 2023

| MOA Overview | |
|---|---|
| **CONTEXT AND PURPOSE** | **History:** Below are key highlights that provide history and context for this MOA:<br>• The Yellowstone County Continuum of Care (CoC) responded to community need during the COVID-19 pandemic by creating and managing a *temporary* quarantine/isolation site and low-barrier shelter called Off The Streets. After developing a Consensus Agreement with 12 community partners, Off The Streets opened Oct. 31, 2020 with the intent to operate until Oct. 31, 2021.<br>• As the closing date for Off The Streets approached, the CoC convened a Low Barrier Shelter Task Force with community partners interested in developing a *permanent* low-barrier shelter facility in Billings. Participants identified seasonal shelter as a top priority, directing the CoC to continue its low-barrier sheltering efforts through Mar. 31, 2022.<br>• A catastrophic sewage leak required the closure of Off The Streets on Dec. 30, 2021. The CoC responded by setting up a temporary, emergency shelter in partnership with Billings First Congregational Church (BFCC) and the Community Crisis Center (CCC). The project operated in the basement of BFCC from Dec. 30, 2021 through Apr. 3, 2022, when funding expired.<br>• The CoC made a series of presentations to Billings City Council on May 9, June 6, and June 20, 2022, seeking funding for the purpose of providing low-barrier shelter from Oct. 1, 2022 through Mar. 31, 2023.<br>• On June 27, 2022, the Billings City Council voted 7-4 in favor of setting aside two mills in the Public Safety Mill Levy (approx. $400,000), plus the City's share of anticipated revenue from recreational cannabis taxes (approx. $400,000), into a budget fund "explicitly designated for improving public safety and reducing crime in our community through programs addressing substance abuse, mental and behavioral health, housing essential to public safety, and related support services." In the same motion, City Council directed the City Administrator to solicit input or proposals from groups who desire to provide seasonal low-barrier shelter services from Oct. 1, 2022 through Mar. 31, 2023 with consideration factors to include "location, costs, implementation plan, and success metrics."<br>• On September 26, 2022, the Billings City Council voted 7-2 in favor of awarding $210,000 with related conditions and success metrics<br><br>**Current:** The CoC and its partners at BFCC and CCC, with United Way of Yellowstone County (UWYC) acting as fiscal agent for the project, now have plans in place to formally and fully develop a static site for seasonal low-barrier shelter from November 15, 2022 through April 30, 2023. BFCC has expressed a willingness to serve as a host location and manage contracted services as needed, with CCC committing to provide mental health screening, diversion to alternative service providers whenever possible, and Coordinated Entry assessments to a prioritized client load of up to five guests per night.<br><br>**MOA Purpose:** This MOA is intended to clarify expectations of all parties. |
| **PARTICIPANTS** | United Way of Yellowstone County (UWYC) Yellowstone County Continuum of Care (CoC), Billings First Congregational Church (BFCC), and Community Crisis Center (CCC). |
| **ACTIVE DATE** | November 15, 2022 – April 30, 2023 |

# MEMORANDUM OF AGREEMENT
# LOW BARRIER SEASONAL SHELTER
# NOVEMBER 15, 2022 – APRIL 30, 2023

**FORMAL AGREEMENTS:** Participants agree to the following:

| 1. United Way of Yellowstone County Agrees To: |
|---|
| Serve as fiscal agent and primary administrator of funds from the City of Billings, ensuring all MOA participants are justly compensated in the manner outlined in final project budget submitted to City. |
| Provide technical assistance and support to the Yellowstone County Continuum of Care, Billings First Congregational Church, and the Community Crisis Center as requested and appropriate. |

| 2. Yellowstone County CoC Agrees To: |
|---|
| Coordinate communication and reporting to City of Billings as required by grant terms and conditions. |
| Dedicate at least 20 hours/month of stipend or contracted services for compliance with City contract terms and conditions, and related government affairs responsibilities. |
| Create and maintain a project within its Homeless Management Information System (HMIS) for enrolling shelter guests, tracking related data, and compiling project reports requested by MOA parties. |
| Dedicate at least 20 hours/month of contracted services by CoC Coordinated Entry coordinator for management of above-outlined duties, and related training of contracted security, staff and volunteers. |
| Provide technical assistance and support to Billings First Congregational Church and the Community Crisis Center as requested and appropriate. |

| 3. Community Crisis Center Agrees To: |
|---|
| Employ trained staff to work on site at Billings First Congregational Church to provide mental health screening, Coordinated Entry assessments, and diversion to alternate partners, as appropriate. |
| Act as liaison for CoC Coordinated Entry System, conducting nightly tracking of shelter diversion, including but not limited to: 1) referrals to community partners and 2) overnight stays by clients. |
| Dedicate at least 0.7 FTE (28 hours/week) of trained CCC staff for mental health screening, Coordinated Entry assessments, diversion to appropriate partners, and entry of HIPAA-protected data into HMIS. |
| Conduct and offer regular trainings on de-escalation and trauma-informed care and provide periodic coaching to contracted security, staff, and/or volunteers at Billings First Congregational Church. |
| Dedicate at least 0.1 FTE (4 hours/week) of CCC Director or a designee's time to training and coaching of project security, staff, and/or volunteers on trauma-informed care and de-escalation techniques. |
| Deliver transport from Billings First Congregational Church to the Community Crisis Center for guests deemed to be in crisis and/or in need of care beyond what is available at the low-barrier shelter site. |
| Provide assistance and support to Billings First Congregational Church as requested and appropriate. |

| 4. Billings First Congregational Church Agrees To: |
|---|
| Accept and utilize designated funding from the City of Billings for shelter operations, and comply with all terms and conditions in the grant proposal. |
| Oversee and assume obligations for all shelter operations, starting as early as Nov. 15, 2022 and ending no later than Apr. 30, 2023, including but not limited to contracted security, laundry and janitorial services, and other project management needs and incidentals. |
| Dedicate at least 0.4 FTE (16 hours/week) via in-house staff or outside contractor(s) to appropriate oversight and project management tasks, in accordance with responsibilities outlined above. |
| Act as project lead for CoC Homeless Management Information System, assuming responsibility for entering all required data, and developing mechanisms for 1) nightly shelter intake 2) nightly tracking of shelter stays and 3) determining number of unique individuals served. |

# MEMORANDUM OF AGREEMENT
# LOW BARRIER SEASONAL SHELTER
# NOVEMBER 15, 2022 – APRIL 30, 2023

Shelter services provided by Billings First Congregational Church are owned and managed by the Church, with technical assistance from the Community Crisis Center and the Yellowstone County Continuum of Care. MOA participants agree and affirm this project is not affiliated with the former Off The Streets site operated by the CoC, nor the newly-established corporation of the same name. Similarly, this project is not affiliated with My Backyard nor previous projects to provide shelter through the CCC, BFCC or the CoC, whether individually or collectively.

Billings First Church and Community Crisis Center will maintain appropriate insurance policies for full and complete coverage of project and its related terms and contract responsibilities, along with a requirement that contracted security carry an additional $1 million general liability insurance policy. The City of Billings and the Yellowstone County Continuum of Care and its partners are to be fully indemnified and held harmless in any pending or future claims or related litigation stemming from operation of a seasonal shelter under the terms of this MOA.

This MOA is entered into voluntarily. Participants acknowledge this Agreement constitutes a statement of mutual understanding and intentions. Agreement may be modified with written consent of all parties.

## AUTHORIZED SIGNATURES:

Signature: _____ Date: _____
Kim Lewis, President & CEO, United Way of Yellowstone County

Signature: _____ Date: _____
Kari Boiter, Board President, Yellowstone County CoC

Signature: _____ Date: _____
MarCee Neary, Director, Community Crisis Center

Signature: _____ Date: _____
Lisa Harmon, Senior Pastor, Billings First Congregational Church

# EXHIBIT B - PROGRAM AND SERVICE REQUIREMENTS

**Program Elements**

Grantee must adhere to the following principles:

- Access to shelter is not contingent on sobriety*, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, nor limited solely by physical ability, mental or behavioral diagnoses, or other unnecessary conditions.
- Guests will be connected with available support services, which are intended to be voluntary, client-driven, individualized, and flexible.
- Services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use is a part of people's lives.
- Guests can expect non-judgmental communication regarding drug and alcohol use and will be offered support regarding ways to minimize risky behaviors and engage in safer practices.

At a minimum, Grantee must meet the following criteria which are based on evidence-based practices for low-barrier emergency shelter programs:

- ADA accessibility
- Accommodates service animals and provides alternative shelter arrangements for companion animals
- Does not discriminate based on protected classes
- Sobriety* and treatment are voluntary
- Does not exclude people with criminal convictions, poor credit, or eviction histories
- Does not require documentation of identification, custody, or citizenship
- Does not turn away clients because of a lack of income or the appearance of an unwillingness to participate in services or employment

**Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities should establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, the requirement to abstain completely from alcohol or drug use is not a component of low-barrier facilities.*

**Coordinated Entry System**: All four Core Elements of the CoC's Coordinated Entry program must be met in order to be fully compliant. U.S. Housing and Urban Development defines these Core Elements as: Access, Assessment, Prioritization, and Referral.

**Continuum of Care**: Good faith participation in the CoC is required. Good faith participation includes, but is not limited to, compliance with the Coordinated Entry

System, timely entry of necessary data into HMIS, participation in the annual Point in Time Count survey, attendance at monthly/annual meetings of the CoC membership, attendance and participation in Coordinated Entry and HMIS orientations and trainings, and any other data gathering required by the CoC for program analysis and evaluation.

**Hours of operation**: The shelter shall be open to the public from 6:30 pm – 6:30 am.

**Required Policies and Procedures**. Grantee shall develop and maintain policies and procedures consistent with local, state, and federal law. Copies of all policies and procedures must be developed and provided to City prior to the emergency shelter's operation. The policies shall include, but are not limited to, the following:

- Disaster response and recovery plan. Plans must include provisions for evacuation, and resumption of services;
- Shelter's housekeeping and maintenance protocol;
- Storage of personal property;
- Policies for behavioral expectations, rule violations, suspension of services, and protocol for returning to programming;
- Written standards for the administration of medication (if applicable);
- Personnel/Volunteer policies, including protocol regarding drug screening and background checks;
- Safety and impairment protocol for guests regarding physical disabilities and/or behavioral health or substance use.

**Safety Procedures**

Grantee acknowledges that it is responsible for all necessary training for its contracted security, staff and/or volunteers regarding safety and security. Grantee also acknowledges that any staff, agents, or subgrantees shall follow all required safety protocols of the City while they are on site.

**Maximum Capacity:**

The maximum capacity of the shelter facility shall not exceed the limit established by the City Fire Department and Building officials.

**Prohibited Activities**:

- Guests shall not loiter on the property during non-operating hours.
- Guests will not be granted access to the property without a staff member present.
- No one under the age of 18 shall be allowed to stay at the shelter unless accompanied by a parent or legal guardian.
- Drug and alcohol use on site shall not be tolerated and may be grounds for suspension of shelter services.

# EXHIBIT C - BUDGET OF PROJECT EXPENSES

## Low-Barrier Shelter

Seasonal Budget



November 1, 2022 - April 30, 2023

| Category | Expense | November Amount | December Amount | January Amount | February Amount | March Amount | April Amount | Project Subtotal Amount |
|---|---|---|---|---|---|---|---|---|
| **BFCC** | Contracted Security Staff (Includes HMIS Data Entry) | $17,350.00 | $17,350.00 | $17,350.00 | $17,350.00 | $17,350.00 | $17,350.00 | **$104,100.00** |
| | Facility Usage Fees (Includes Utility Costs) | $4,000.00 | $4,000.00 | $4,000.00 | $4,000.00 | $4,000.00 | $4,000.00 | **$24,000.00** |
| | Janitorial and Cleaning Services (Includes Daily Laundry Expense) | $3,000.00 | $3,000.00 | $3,000.00 | $3,000.00 | $3,000.00 | $3,000.00 | **$18,000.00** |
| | Program Incidentals (Supplies, Equipment, Repairs) | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | **$6,000.00** |
| | Project Management - 0.4 FTE (In-House or Contracted Services) | $1,500.00 | $1,500.00 | $1,500.00 | $1,500.00 | $1,500.00 | $1,500.00 | **$9,000.00** |
| **Subtotal: $27,350/month** | Indirect Costs/Oversignt | $500.00 | $500.00 | $500.00 | $500.00 | $500.00 | $500.00 | **$3,000.00** |
| **CCC** | CCC Trained Staff - 0.5 FTE (Includes MH Screening/Diversion) | $1,875.00 | $1,875.00 | $1,875.00 | $1,875.00 | $1,875.00 | $1,875.00 | **$11,250.00** |
| | CCC Trained Staff - 0.2 FTE (Includes CES Assessments) | $750.00 | $750.00 | $750.00 | $750.00 | $750.00 | $750.00 | **$4,500.00** |
| | CCC Training/Coaching - 0.1 FTE (Trauma-Informed/De-escalation) | $400.00 | $400.00 | $400.00 | $400.00 | $400.00 | $400.00 | **$2,400.00** |
| | Transportation Expenses (Driver, Vehicle & Related Costs) | $500.00 | $500.00 | $500.00 | $500.00 | $500.00 | $500.00 | **$3,000.00** |
| **Subtotal: $4,025/month** | Indirect Costs/Oversight | $500.00 | $500.00 | $500.00 | $500.00 | $500.00 | $500.00 | **$3,000.00** |
| **CoC** | Government Affairs - 20 hrs/mo. (Stipend or Contracted Services) | $750.00 | $750.00 | $750.00 | $750.00 | $750.00 | $750.00 | **$4,500.00** |
| | Coordinated Entry - 20 hrs/mo. (Contracted Services) | $750.00 | $750.00 | $750.00 | $750.00 | $750.00 | $750.00 | **$4,500.00** |
| **Subtotal: $2,000/month** | Indirect Costs/Oversight | $500.00 | $500.00 | $500.00 | $500.00 | $500.00 | $500.00 | **$3,000.00** |
| **UWYC** | Fiscal Management (Chief Financial Officer) | $900.00 | $900.00 | $900.00 | $900.00 | $900.00 | $900.00 | **$5,400.00** |
| | Project Management (Director of Impact) | $900.00 | $900.00 | $900.00 | $900.00 | $900.00 | $900.00 | **$5,400.00** |
| | Project Coordination (Executive Assistant) | $700.00 | $700.00 | $700.00 | $700.00 | $700.00 | $700.00 | **$4,200.00** |
| | Office Administration (Administrative Assistant) | $500.00 | $500.00 | $500.00 | $500.00 | $500.00 | $500.00 | **$3,000.00** |
| **Subtotal: $3,500/month** | Indirect Costs/Oversight | $500.00 | $500.00 | $500.00 | $500.00 | $500.00 | $500.00 | **$3,000.00** |
| | **TOTAL** | **$36,875.00** | **$36,875.00** | **$36,875.00** | **$36,875.00** | **$36,875.00** | **$36,875.00** | **$221,250.00** |

10% fee for UWYC to administer contract is spread

*Discounted from standard 15% project administration fee

## HOURLY WAGE BREAKDOWN

BFCC Project Management (0.4 FTE)

| | | |
|---|---|---|
| 16 hrs/wk | x 26 weeks = | 416 hours |
| $1,500/mo | x 6 months = | $9,000 |
| $9,000 | / 416 hours = | **$21.63/hour** |

CCC Trained Staff - Screening/Diversion (0.5 FTE)

| | | |
|---|---|---|
| 20 hrs/wk | x 26 weeks = | 520 hours |
| $1,875/mo | x 6 months = | $11,250 |
| $13,500 | / 624 hours = | **$21.63/hour** |

CCC Trained Staff - CE Assessments (0.2 FTE)

| | | |
|---|---|---|
| 8 hrs/wk | x 26 weeks = | 208 hours |
| $750/mo | x 6 months = | $4,500 |
| $4,500 | / 182 hours = | **$21.63/hour** |

CCC Training/Coaching (0.1 FTE)

| | | |
|---|---|---|
| 4 hrs/wk | x 26 weeks = | 104 |
| $400/mo | x 6 months = | $2,400 |
| $2,400 | / 104 hours = | **$23.08/hour** |

CoC Government Affairs Coordinator (20 hrs/mo)

| | | |
|---|---|---|
| 20 hrs/mo | x 6 months = | 120 hours |
| $750/mo | x 6 months = | $4,500 |
| $4,500 | / 120 hours = | **$37.50/hour** |

CoC Coordinated Entry Coordinator (20 hrs/mo)

| | | |
|---|---|---|
| 20 hrs/mo | x 6 months = | 120 hours |
| $750/mo | x 6 months = | $4,500 |
| $4,500 | / 120 hours = | **$37.50/hour** |

City Council Regular

| | |
|---|---|
| Date: | 11/14/2022 |
| Title: | Approval of Advertising and Marketing Program Consulting and Support Services Contracts |
| Presented by: | Rusty Logan |
| Department: | Transit |
| Presentation: | No |
| Legal Review | Yes |

## RECOMMENDATION

Staff recommends that City Council approve the Advertising and Marketing Program Consulting and Support Services contracts with A.D. Creative Group, Kinetic Marketing & Creative, and Spotlight Productions.

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

The Aviation and Transit Department has recently expanded its Advertising and Marketing programs in both the Airport and MET Transit Divisions. This includes expansion of advertising amenities within the Terminal Building as well as the internalization of the bus and bench advertising program. Both programs have a large number of amenities of varying specifications including both physical and digital offerings. To ensure the creative and production services offered to customers purchasing advertising opportunities are of high quality and professional grade, the Department published a Request for Proposals (RFP) from eligible vendors to provide these services. Expenses for these services will ultimately be paid for by the advertising customer, unless the advertising or marketing work is for the Department or is for a public service announcement, in which case the Department would pay for those costs. The Department advertised the RFP via the City and Airport's Websites and in the Yellowstone County News with print publication dates of September 2, 9, and 16, 2022. Vendors were requested to respond to multiple categories of services including Graphic Design Services, Photography/Videography Services, and Production Services. Twenty-One RFP Specifications were sent to interested parties and nine proposals were received.

An RFP Selection Committee evaluated and ranked received proposals based on each firm's ability to provide requested services and products in a cost effective manner. Based upon these rankings, the committee recommends the City Council approve the contracts for the following creative consultants to provide these services:

Graphic Design Services: A.D. Creative Group and Kinetic Marketing & Creative
Photography and Videography Services: A.D. Creative Group and Spotlight Productions
Production Services: None

All RFPs for the Production Services were rejected and staff will re-advertise the RFP, which will be revised so that the requirements for the responders is less confusing. Staff decided to award contracts to two companies in both the Graphic Design Services and the Photography and Videography Services, and will share projects between the consultants.

## ALTERNATIVES

City Council may:

- Approve the Advertising and Marketing Program Consulting and Support Services contracts with A.D. Creative Group, Kinetic Marketing and Creative, and Spotlight Productions; or
- Not approve the contracts and advise staff on how to proceed.

## FISCAL EFFECTS

The fiscal effects for these services will generally be minimal to the Aviation and Transit Department unless the services are strictly for the Department's use for the Airport or Transit's marketing needs. Any marketing for the Airport or MET will be budgeted for. All graphic or creative design services requested by a client/advertiser will ultimately be paid for by the client/advertiser.

City Council Regular

| | |
|---|---|
| **Date:** | 11/14/2022 |
| **Title:** | Consulting Services Agreement to develop a master plan for Cottonwood Park |
| **Presented by:** | Mike Whitaker, Parks, Recreation & Public Lands Director |
| **Department:** | Parks/Rec/Public Lands |
| **Presentation:** | No |
| **Legal Review** | Yes |

## RECOMMENDATION

Staff recommends Council approve a contract with Land Design, Inc. in the amount of $115,000.00 to develop a master plan for Cottonwood Park.

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

In FY 23 CIP, Council approved funding to develop a master plan for Cottonwood Park. Staff issued a Request For Proposals (RFP) and on August 26, 2022, five firms responded. They are Cushing Terrell from Billings, Land Design Inc. from Billings, Sanderson Stewart from Billings, SCJ Alliance From Butte and WSB From Minneapolis. A selection Committee met September 15, 2022, to review the RFP's. The criteria used to evaluate the responding firms were recent parks and recreation master planning experience, the consultant work plan, key project personnel, past project performance and conformance to the RFP requirements. The makeup of the section Committee included a member of the Parks, Recreation and Cemetery Board, a member of the Cottonwood Park Supporting Organization Board and three Parks and Recreation Staff. Land Design, Inc. of Billings was selected as the top ranked firm. Staff met with the firm and negotiated a scope of work and a fee of $115,000. If the contract is approved, work on the master plan will commence immediately.

## ALTERNATIVES

City Council may:

- Approve the contract with Land Design, Inc.; or,
- Not Approve the contract and provide staff with additional guidance.

## FISCAL EFFECTS

Funds have already been identified in the FY 23 CIP. There will be no additional fiscal impacts.

City Council Regular

| | |
|---|---|
| Date: | 11/14/2022 |
| Title: | Construction Agreement for Foreclosure Acquisition/Rehabilitation Project at 930 Steffanich Drive |
| Presented by: | Tam Rodier |
| Department: | Planning & Community Services |
| Presentation: | No |
| Legal Review | Yes |

## RECOMMENDATION

Staff recommends approval of the ***Construction Agreement*** and ***Final Work List*** between the City of Billings and Majestic Homes for the placement of one (1) new single-family modular home on City-owned property located at 930 Steffanich Drive in Billings Heights.

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

The City of Billings purchased this HUD-foreclosed property in March 2019 as part of the City's Foreclosure Acquisition / Rehabilitation Program. Under this program, Community Development Block Grant (CDBG) funds are used to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within our community. When purchased, the property included a single-family home, slab on grade, roughly 900 square feet, with a single attached garage, a covered car port, a small accessory building in the backyard, and two sheds. Following a series of professional inspections, it was determined it was not feasible to rehabilitate the property. A Request for Quotes for the demolition of all structures was issued/advertised, the Demolition Contract was subsequently awarded, and the structures were demolished in early 2020.

Following the demolition, two Requests for Proposals (RFPs) and one Invitation for Bids (IFB) to develop affordable housing on the parcel were advertised as follows:

**Request for Proposals -- Affordable Housing Development Project:**
November 29 & December 6, 2019; January 17 & 31, 2020; and March 6 & 20, 2020.

**Request for Proposals -- Affordable Modular Housing Project:**
December 17 & 24, 2021.

**Invitation for Bids -- Modular Home:**
July 8, 15 & 29, 2022.

Based on the fact that no responses were received to any of the above solicitations, the City's Purchasing Agent approved staff's request to seek direct proposals for developing the property. Staff contacted and met with all the local modular home dealers to seek direct proposals. Staff also met with HomeFront staff to seek a direct proposal. The results of these efforts generated the following results:

| Proposer | Compliance with Request | Proposal Amount |
|---|---|---|
| Majestic Homes | Complete Proposal; Arrived Before Deadline | $249,890 (with specifics) |
| HomeFront & Partners | Incomplete Proposal; Arrived After Deadline | $900,000-$1,100,000 (no specifics) |

The Proposal Review Committee, consisting of the Planning Division Manager, Deputy Building Official, a City Utility Engineer and Tam Rodier, CD Program Coordinator; reviewed the two proposals. The Committee reviewed the Majestic Homes proposal which included a new modular single-family home, garage, and site work (driveway, walkways, etc.) and landscaping. The proposal provided details as to the housing unit design, foundation and site work, and costs of the elements of the project. The proposal stated the project could be delivered by the required deadline of June 2023.

The Committee determined it was not appropriate to consider the HomeFront proposal because it was submitted after the deadline and it lacked details that might make HomeFront's multi-unit, 3D printed home project unfeasible due to site constraints, unknown costs and the time frame specified of a complete project no later than June 2023. The HomeFront proposal is for up to 4 units of housing on the property arranged in two, duplex attached unit arrangements. The proposal would require a private street to be built into the lot to increase the property frontage to add more than one unit per the zoning requirements. The narrow lot is 66 feet wide and the minimum lot frontage per unit is 50 feet. Adding a private road for access would add the additional frontage required for 3 more homes - 150 feet - and also could provide proper access and a turnaround for emergency vehicles. The proposal did not provide a breakdown of the expected costs, only noted an anticipated cost range of $900,000 to $1,100,000, and lacked any project details as to the ability of the design to meet site development requirements. The proposal also only stated one unit would be completed by the June 2023 delivery schedule stated in the proposal requirements, with an unknown time frame for the additional units.

## STAKEHOLDERS

Because the resulting home will be sold to an approved First Time Home Buyer applicant, all low-income community members are considered stakeholders in completion of this added unit of affordable housing.

## ALTERNATIVES

City Council may:

- Approve the proposal award to Majestic Homes, or
- Not approve the proposal award to Majestic Homes, reject all proposals, and provide additional direction to staff.

## FISCAL EFFECTS

Available CDBG funding allocated to the City of Billings from the U.S. Department of Housing & Urban Development (HUD) has been and will be utilized for this project per the project cost summary table below.

**Project Costs Summary:**

| | |
|---|---|
| Property Purchase | $109,350 |
| Asbestos Abatement | $5,443 |
| Demolition | $21,130 |
| **Total Costs To Date** | **$135,923** |
| Proposed Modular Home | $249,890 |
| ***Estimated Total Investment** | **$385,813** |

It is very important for City Council to understand that this recommended project proposal for a single modular housing unit may all be budgeted and funded with CDBG funding through the City of Billings program. Total funding for the HomeFront proposal is not known at this time and could significantly affect completion of this project before June 2023 and affect a HUD timeliness deadline in April 2023 of expenditure of CDBG funds per the Billings Program. These unknowns were of serious concern to City staff and are part of the reason (aside from missing the proposal deadline and having incomplete documentation) as stated in the Background section of this memo that staff did not consider the HomeFront proposal.

## SUMMARY

Staff recommends approval of the ***Construction Agreement*** and ***Final Work List*** between the City of Billings and Majestic Homes for the placement of one (1) new single-family modular home on City-owned property located at 930 Steffanich Drive in Billings Heights.

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**Attachments**

Construction Agreement
Final Work List
Insurance Certificate
Home Front Project Proposal

# CONSTRUCTION AGREEMENT

BETWEEN

**CITY OF BILLINGS** (Grantee)

AND

**MAJESTIC HOMES** (Subrecipient / Contractor)

FOR

**FORECLOSURE ACQUISTION / REAHBILITATION PROGRAM**

This Agreement entered this date _____, by and between **Majestic Homes** hereinafter referred to as the "Contractor" and the City of Billings hereinafter referred as the "City."

**WHEREAS,** the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

**WHEREAS,** the City desires to engage the Contractor to perform certain work on the premises commonly known as **930 Steffanich Drive, Billings, Montana 59105**, and legally described as:

*That part of Lot 6 described as Tract A, of Certificate of Survey No. 394 Plat of Subdivision of Lots 6 & 7 Steffanich 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 #476049.*

**WHEREAS,** the City desires to have the Contractor site one (1) single-family modular home on a permanent foundation with an attached single garage on the aforesaid premises; and

**WHEREAS,** the City desires the home to be affordable to low-income households at or below eighty percent (80%) of the Area Median Income for Billings, Montana; and

**WHEREAS,** the City desires to utilize all services provided by the Foreclosure Acquisition / Rehabilitation Program in connection with the said project; and

**NOW THEREFORE,** the parties hereto do mutually agree as follows:

**Section 1. Contractor Engagement:** The City hereby engages Contractor to perform the services and supply the materials hereinafter set forth. The City and Contractor agree that the Contractor is an independent contractor for the purposes of this agreement and is not to be considered an employee of the City for any purpose. The Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered an employee for worker's compensation or any other purpose. The Contractor is not authorized to represent the City or otherwise bind the City in any dealings between the Contractor and any third parties.

**Section 2. National Objectives:** All activities funded with Community Development Block Grant (CDGB) funds must meet one of the CDBG program's National Objectives. This project will meet the national objective of benefiting low- and moderate-income persons.

The City and the Contractor certify that the activities carried out under this Agreement will benefit a low-income household. Following project completion, the property will be sold to a City-approved First-Time Home Buyer applicant.

**Section 3. Environmental Review:** The City has completed the Environmental Review Record for this activity.

**Section 4. Scope of Services:** The Contractor shall perform all of the services and furnish all the materials necessary to make the improvements described in this Agreement for the aforesaid premises. Improvements will be made in accordance with current and applicable building codes, zoning codes and setback requirements, and all other applicable federal, state, and local codes and ordinances. This will include all line items included within the **FINAL WORK LIST** and the **Modular Home Required Elements List**. The following main project activities eligible under the CDBG program are to be completed during this project:

Activity #1 Order and delivery coordination of one (1) Schult Tempo Africa 23'8" x 52'0" modular home, including all features specified in the ***Modular Home Required Element List***;

Activity #2 Construction of a permanent foundation meeting current zoning code, setback requirements, and building codes (including backfilling the foundation);

Activity #3 Set the modular home and secure it to the permanent foundation;

Activity #4 Install accessible access to at least one exterior door;

Activity #5 Construct a single-car attached garage;

Activity #6 Hook up all utilities (water, sewer, electricity, natural gas);

Activity #7 Provide hookup ready broadband internet and landline telephone; and

Activity #8 Install steps to front and rear entry doors, concrete sidewalks, and concrete driveway as detailed in Contractor's bid.

**Section 5. Improvements:** The improvements to be made and/or constructed by the Contractor at the address indicated above are set forth in the plans and/or specifications referred to as the **FINAL WORK LIST**, the **Modular Home Required Elements List**, and the Contractor's bid documents and each are made a part hereof and incorporated as a part of this Agreement.

**Section 6. FINANCIAL MANAGEMENT**

**A. Budget:** The total amount of this Agreement will not exceed **$249,890** (Two Hundred Forty-Nine Thousand Eight Hundred Ninety and 00/100 Dollars) and must be expended by the end of the agreement performance period as noted **Section 11. Time For Performance**.

A copy of the preliminary project budget is included within the following table and is made a part of this Agreement and binding upon the Contractor.

| 930 Steffanich Drive – Modular Home Project | Estimated Costs |
|---|---|
| Schult Tempo Africa Modular Home | $155,890 |
| Attached Garage | $25,000 |
| Foundation, Utility Connections, Steps, Sidewalks, Driveway, Air Conditioning, Permits & Inspections, Gross Tax Receipts | $65,000 |
| Landscaping allowance | $4,000 |
| **Total:** | **$249,890.00** |

Funding not expended by the end of the agreement performance period as noted **Section 11. Time For Performance** will be considered un-programmed funds and made available for allocation to new projects.

**B. Budget Modifications:** Adjustments between line items must be approved in advance by the City. In the event the Contractor is unable to comply with the terms and the conditions of this Agreement, any costs incurred will be the Contractor's sole responsibility.

**C. Award Reduction:** If the actual total cost of completing the project is less than has been projected by the Contractor in its budget, the City may, at its discretion, reduce the amount to be provided under this Agreement in proportion to the overall savings.

**D. Program Income:** If the use of CDBG funding results in revenues (fees paid, insurance payments, etc.), the revenue is also considered CDBG and referenced as "program income." The Contractor will expend any program income it receives on the activities described herein, before requesting additional CDBG funds. The City will deduct the amount of program income on hand, shown on the drawdown form, from the amount requested by the Contractor. This program income will be treated as additional CDBG funds and will be subject to all applicable requirements governing the use of CDBG funds.

The Contractor will record receipt and expenditure of program income as part of the financial transactions of the project. If the Contractor anticipates program income after project closeout, a program income plan must be developed and submitted for review and written approval by the City at the time of closeout. At the time of closeout, the City will specify the conditions and requirements that will apply to program income received by the Contractor after project closeout.

**E. Procurement:** The Contractor shall comply with the City's current purchasing policy; copies available upon request.

1. The Contractor must properly document purchasing activities and decisions.

2. The Contractor must use local businesses and contract with small, minority and/or women-owned businesses to the maximum extent feasible.
3. The Contractor must not make any payments to organizations that were disbarred or suspended or otherwise ineligible to receive federal funding. Contractor must check the SAM.gov exclusion record database prior to utilizing federal resources.
4. The Contractor shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

**OMB Standards:** Unless specified otherwise within this agreement, the Contractor shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

**Section 7. Subcontracting:** Unless otherwise noted, a "subcontractor" means a person or entity with whom the Contractor has a verbal or written contract to perform any work contained within the **FINAL WORK LIST** or to supply any materials for the **FINAL WORK LIST**. Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this applicability shall not relieve the Contractor. The Contractor agrees that they are fully responsible for the acts and omissions of their subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them. Nothing contained in the Agreement documents shall create any contractual relation between any subcontractor and the City. The City and/or the Contractor shall not be required to employ any subcontractor against whom they have a reasonable objection.

**Section 8. Contractor Requirements:**

a) Debarred: The Contractor certifies that the Contractor's firm and the firm's principals are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted contracts under Executive Order 12549, "Debarment and Suspension" (2 CFR Part 2424).

b) Workers' Compensation: The Contractor certifies that workers' compensation insurance will be maintained as required by the Montana Workers' Compensation Act (39-71-2101, MCA). The Contractor further certifies that the Contractor will comply at all times with occupational disease and health and safety laws and regulations to the full extent applicable.

c) Business License: The Contractor agrees to maintain a current City of Billings Business License for the duration of this Agreement.

d) Montana Contractor Registration Requirements: Title 39, Chapter 9, Part 2, MCA provides that no Contractor may submit a bid unless properly registered with the Montana Department of Labor and Industry (DOLI).

MCA 39-9-201 through 39-9-211 sets out contractor registration requirements with the State of Montana. Contractors and any of the contractor's subcontractors doing work on a project are required to register with DOLI. Information and forms for registration are available from the DOLI and may be obtained by visiting their website, calling 406.444.6543, or visiting their offices at 301 South Park Avenue, 5th Floor, Helena, MT 59601.

e) One Percent Gross Receipts Withholding Requirement): Pursuant to Section 15-50-206(2)(3), MCA, the City is required to withhold one percent of all payments due the Contractor and is required to transmit such monies to the Montana Department of Revenue as part of the public contractor's license fee. In like fashion, the Contractor is required to withhold one percent from payments to subcontractors.

f) Pre-Construction Conference: After the Agreement has been awarded, but before the start of construction, a conference will be held for the purpose of discussing requirements on such matters as project supervision, coordination with City officials, on-site inspections, progress schedules and reports, payments to contractors, change orders, insurance, safety and other items pertinent to the project. The Contractor shall arrange to have all supervisory personnel connected with the project on hand to meet with representatives of the City to discuss any problems anticipated.

g) Reports and Information: The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

h) Local, State and Federal Requirements: During the duration of this Agreement, the Contractor will conform to current and future federal requirements as communicated by Community Development Division staff via regular mail, email and/or fax.

**Section 9. Contractor Compliance:** The Contractor will comply with any and all applicable state, federal, and local laws, ordinances, regulations and codes, including, but not limited to, the following:

a) Fair Labor Standards: The Contractor will comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CDF, Part 5), and rules regarding conflict of interest as provided in 24 CFR 85.36.

b) Equal Employment Provisions: This Agreement is subject to Executive Order 11246, Executive Order 11375, Executive Order 13672, Title VI, Title VII and Title VIII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the American with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, and Section 49-3-207, MCA, and their implementing regulations, as amended, which prohibit discrimination against any employee or applicant on the basis of race, color, creed, religion, national origin, age, disability, sex, familial/marital status, sexual orientation or gender identity. Non-compliance with equal employment provisions may result in cancellation, termination or suspension of this Agreement in whole, or in part, and the Contractor may be declared ineligible for federally funded contracts.

The Contractor will take affirmative action to ensure that individuals seeking employment, and employees are treated during employment, without regard to their race, color, creed, religion, national origin, age, disability, sex, familial/marital status, sexual orientation or gender identity. Such actions shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor or vendor.

c) Section 3 of the Housing and Urban Development Act of 1968: The work performed under this Agreement is subject to the requirement of Section 3 ensuring that the Contractor will, to the greatest extent feasible, extend opportunities for training and employment arising in connection with this federally-assisted project to low-income residents. Further, the Contractor will, to the greatest extent feasible, utilize Section 3 Business Concerns that meet at least one of the following criteria, documented within the last six month period:

- At least 51% owned and controlled by low-income person(s); or
- Over 75 percent (75%) of the labor hours performed for the business over the prior three-month period were performed by Section 3 Workers; or
- A business at least 51 percent (51%) owned and controlled by current public housing residents, residents who currently live in Section 8-assisted housing.

d) Minority Business Enterprise (MBE) / Women Business Enterprise (WBE): Executive Orders 11625, 12432 and 12138 (Minority / Women Business Enterprises) as supplemented in 24 CFR 85.36(3) require Contractors on federally funded projects to take affirmative steps to assure that minority- and women-owned businesses are used, when possible, as a sources of supplies, equipment, construction and services. Additionally, the Contractor must document all affirmative steps taken to solicit minority- and women-owned businesses and forward this documentation along with the names of the minority / women subcontractors and suppliers to the City upon request.

e) Clean Air Act: Contracts must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). The purpose of the Clean Air Act is to regulate air emissions from stationary and mobile sources to protect public health and welfare from hazardous air pollutants. The purpose of the Clean Water Act is to regulate pollution discharges into surface waters. Contractors will comply with both Acts in order to protect the public and environments from hazardous pollutants.

f) Lead Safe Work Methods Agreement / Non-lead Based Paint Agreement: The Contractor agrees to comply with Federal regulations 24 CFR Part 35 with regard to Lead Based Paint. Specifically, the use of lead based paint in residential structures is prohibited. Contractors are required to comply with the

EPA Renovation, Repair and Painting (RRP) requirements described in 40 CFR 745.80 Subpart E effective April 22, 2010, affecting work on houses constructed prior to 1978 and containing lead based paint. If the Contractor has not attended and passed the Certified Renovator licensure, the Contractor will not be eligible to perform needed repairs until they achieve certification. Lead clearance testing with positive results will be remediated by the Contractor until negative results are achieved.

g) The Contractor will include the provisions of paragraphs a) through f) above in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Section 10. Insurance:** The Contractor shall maintain, at its own cost and expense, such insurance as will protect it from claims under Worker's Compensation Acts and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this Agreement, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall cover claims as may be caused by any negligent act or omission. At its sole cost and expense, the Contractor shall purchase the following insurance coverage:

(a) Workers' compensation and employer's liability coverage as required by Montana law.

(b) Commercial general liability, including contractual and personal injury coverage's — $750,000 per claim and $1,500,000 per occurrence.

(b) Automobile Liability: $1,500,000 per accident.

(c) Builder's Risk Insurance: In the amount of the total value of the property: Land Value: **$65,000**; Modular Home Bid: **$249,890** ; for a **TOTAL of $314,890** .

The Contractor shall save the City harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force.

The Contractor's insurance certificates shall state that the City of Billings is listed as an additional insured and shall contain a waiver of subrogation against the City, except Worker's Compensation Policies. If any listed insurance certificate is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

**Section 11. Time For Performance:** The Contractor shall upon execution of this Agreement and submission of evidence of satisfactory insurance coverage, begin work no later than **10 days** after a Notice To Proceed is delivered to the Contractor and shall be satisfactorily completed by **June 30, 2023**. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work Contractor is delayed by any act or neglect of the City, or of any employee of the City, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Community Development Division, or by any cause which the Community Development Division shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Community Development Division may decide. When the work has been fully completed, approved by the Community Development Division, and all waivers and releases of liens required by the Community Development Division are submitted, final payment shall be made.

**Section 12. Monitoring:** The City will monitor Contractor performance against goals and performance standards as stated in this Agreement and the Contractor's bid documents. Monitoring will be conducted via desk reviews for progress reports and requests for reimbursements. City staff may also schedule on-site monitoring visits to assess performance and compliance. Substandard performance, as determined by the City, will constitute noncompliance with this Agreement.

**Section 13. Access To Records & Records Retention:** The general CDBG standard for record keeping is that records must be accurate, complete, and orderly:

A. The Contractor will comply with CDBG record keeping regulations in 24 CFR Part 570, as now in effect or as they may be amended during the term of this Agreement; all requirements established by the City; applicable State and Federal laws, regulations, administrative directives and

procedures; and local ordinances and resolutions.

B. The Awardee will maintain adequate and reasonable records of its performance under this Agreement for at least three (3) years following project closeout or until all findings have been resolved to the satisfaction of the City and/or the State of Montana. Contractor will allow access to these records at any time during normal business hours by the City, HUD, the Comptroller General and, when required by law, the Montana Legislative Auditor. These records will be kept in the Contractor's offices as noted in this Agreement.

C. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Failure of the Contractor to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

D. The Contractor shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

**Section 14. Uniform Administrative and Program Management Standards:** Contractor will ensure compliance with 2 CFR Part 200. The Contractor's internal controls will consist of a combination of procedures:

A. Organizational chart;
B. Written definition of duties and key job responsibilities;
C. Qualified personnel;
D. Formal system of authorization and supervision;
E. Separation of duties so no one individual has authority over an entire financial transaction;
F. Control over access to assets, blank forms, and confidential documents;
G. Periodic comparisons of financial records to actual assets and liabilities (reconciliation); and
H. Records that together create accountability in the Awardee's financial system and safeguard its cash, property, and other assets.

**Section 15. Liquidated Damages:** In the event the Contractor fails to complete the work specified and required to be performed within the time limit set forth in this Agreement, after due allowance for any extension or extensions of time made in accordance with provisions hereinbefore and not as a penalty, the sum of Twenty-Five and 00/100 Dollars ($25.00) for each and every calendar day (excluding all holidays) that the Contractor shall be in default of completion, as determined by the City. The City shall deduct said liquidated damages from any amount due, or that which may become due to the Contractor. Liquidated damages will not be imposed on the Contractor for justifiable delays beyond his/her control as described in **Section 11. Time For Performance**.

**Section 16. Changes in the Work:** No modifications of this Agreement shall be made except by a properly executed Change Order signed by the Contractor and approved by the City Administrator and/or the Billings City Council. A change order must be signed by said parties before the commencement of work addressed in the change order.

**Section 17. Release of Liens:** The Contractor shall submit to the City a release of all mechanics and material liens prior to final payment of the consideration set forth hereafter.

**Section 18. Compensation:** The City agrees to compensate the Contractor for labor, materials, overhead and other charges as stipulated within **Section 4. Scope of Services** above, which reference the **FINAL WORK LIST**, and **Modular Home Required Elements List,** for the services and the materials to be provided herein. The Final Work List was negotiated with the contractor after receiving the Contractor's response to a direct solicitation for bids for this Foreclosure, Acquisition / Rehabilitation Program project, which was submitted to the Community Development Division on September 27, 2022.

**Section 19. Payment for Completed Work:** The City shall retain five (5%) percent of every invoice until all work has been completed and will also pay the one percent (1%) of invoicing for Gross Receipts Tax. When the project is complete, and all inspections conducted and approved, the Contractor will be paid the full Agreement price, less the one percent (1%) Gross Receipts Tax. Payments may be made in one final lump-sum amount after the work is satisfactorily completed, or in regular progress payments after all appropriate inspections have been conducted and approved.

No advance or down-payments will be made to the Contractor or vendor unless the Contractor has a Performance Bond for the total project amount. Advance payment or a down-payment for the home unit will require approval from the City, and only when original invoices for the order have been provided to the City.

When work is complete, or significant progress is made, the Contractor shall seek appropriate building inspections, and after approval, submit invoice to Community Development Division. City staff may conduct on-site inspections. Following these inspections, City staff will process payment requests as quickly as possible, but it may take up to 30 days for payment to be issued.

No progress payment will be made prior to thirty (30) days after the date work began and at intervals of not less than thirty (30) days thereafter.

Should progress payments be deemed necessary, progress payments shall not exceed 80% of the value of the work satisfactorily completed less the five percent (5%) retainage withholding and one percent (1%) Gross Receipts Tax. Payments due the Contractor will be paid within thirty (30) days after the City receives the Contractor's invoice and transfers release of liens or claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials to the City. Checks payable to the Contractor will be delivered to the contractor after the contractor makes any desired work corrections; provides any necessary warranties; and signs the lien waiver.

The Contractor warrants that all services and work will be performed in a professional manner. The Contractor acknowledges that it will be liable for any breach of this warranty for a period of one year from the time the work is completed, inspected, and approved by the City as indicated by the date of approval for the last project payment.

**Section 20. Provisions for the City:** The City will cooperate with Contractor to facilitate the performance of the work.

**Section 21. Notice to the City:** The Contractor will notify the City 24-hours in advance of their readiness to begin the work. The Contractor will inform the City where and how the work will be done, so that the City will have ample time to clear the specific work area.

**Section 22. Occupancy Provision:** The premises are to be **VACANT** during the course of the construction work.

**Section 23. Condition of Premises:** The Contractor agrees to keep the premises neat and orderly during the course of the work, clean up, and remove all debris at the completion of the project.

**Section 24. Interest of the City Personnel and Local Public Officials:** No City staff members, who exercise any project functions or responsibilities, shall have any interest, direct or indirect, in this Agreement.

**Section 25. Disputes:** The City shall, within a reasonable time, make decisions on all claims by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of this Agreement. The City's decisions, in matters relating to artistic effects, shall be final, within the terms of this Agreement.

**Section 26. Workmanship:** The work provided hereunder by the Contractor shall be executed as directed by the specifications contained within the **FINAL WORK LIST**, and **Modular Home Required Elements List**, and in the most sound, professional, and substantial manner, and all materials used in the construction, placement, and other improvements shall be new, unless otherwise expressly set forth in the specifications.

**Section 27. Engineering Surveys and Permits and Fees:** The City shall furnish all engineer surveys as required unless otherwise specified. The Contractor agrees to secure and pay for all necessary permits, licenses, and fees required for the Contractor's performance of the work associated with the **FINAL WORK LIST** and **Modular Home Required Elements List** and to adhere to applicable local, state and national codes and requirements whether or not covered by the specifications and drawings for the work, including any Contractor registration requirements.

**Section 28. Inspection of Work:** The Community Development Division, or agent acting on behalf of the Community Development Division, shall be provided access to inspect the work. If the specifications, plans, instructions, laws, ordinances, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give timely notice of readiness for inspection. Inspections by the Community Development Division, or third-party agent appointed by the Community Development Division, shall be promptly made. Inspections should be completed by Community Development Division staff, City of Billings' Building Division staff, or other procured inspectors, prior to work being covered up by other work. If any work should be covered up without completion of said inspections, it must be uncovered, if required, for examination at the Contractor's expense. If such work should be found not in accordance with this contracting, including incorporated plans and specifications and applicable building codes, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect

was not caused by him/her or his/her subcontractors, then in that event, the City shall pay the cost or remedy for such work.

The Contractor must correct any work that fails to conform to the requirements and specification of the **FINAL WORK LIST** and **Modular Home Required Elements List** and applicable building standards. Upon notice, while work is progressing, the Contractor must remedy defects due to faulty materials, equipment, or workmanship before payment shall be issued.

**Section 29. Defects after Completion:** Any defects that appear within twelve (12) months from the completion of the work and arise out of defective or improper materials or workmanship will, upon the direction of the City staff, be corrected and made good by the Contractor at the contractor's expense.

**Section 30. Approval by the City:** This Agreement must be approved by the City Administrator and/or the Billings City Council before it becomes effective.

**Section 31. Non-Liability of the City:** The parties hereby agree to indemnify and hold the City harmless from all claims and liability due to the undertaking and carrying out of this Agreement.

**Section 32. Default:** In case of default by the Contractor, the City may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**Section 33. Termination:** Upon written notice to the Contractor, the City shall have the right to declare Contractor in default in the performance of its obligations under this Agreement in the following circumstances: 1) the Contractor fails to furnish materials or execute work in accordance with the provisions of this Agreement; 2) the Contractor fails to proceed with or complete the work within the time limit specified in this Contract; or 3) the provisions of this Agreement are otherwise violated by the Contractor therein. Said notice shall contain the reason for the City's declaring Contractor at fault.

Upon receipt of such notice, the Contractor shall cease and desist from further work activity associated with this Contract. This Agreement shall be considered null and void unless, within the (10) days from the date of said notice, Agreement is re-negotiated between the City and the Contractor.

In the event the Agreement is thus declared null and void, the City shall proceed to have any unfinished work completed and shall apply to the cost of having said work completed, any money due the Contractor under the Contract, and Contractor shall be responsible for any damages or additional costs resulting to the City by reason for said default.

**Section 34. Successors in Interest:** 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.

**Section 35. Attorney's Fees and Costs:** That 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's fees and costs.

**Section 36. Notice:** Notices required by this Agreement shall be in writing and delivered via mail (postage paid), personal delivery, or sent by electronic mail (email), fax or other electronic means. Any notice delivered or sent as previously mentioned shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

| City | Contractor |
|---|---|
| Tam Rodier, CD Program Coordinator<br>City of Billings | Jeff Schauer, President<br>Majestic Homes |
| PO Box 1178, Billings, MT 59103<br>Phone: 406.657.8284 | 5202 Laurel Road, Billings, MT 59101<br>Phone: 406.248.1412 / 800.349.30229 |
| Email: RodierT@billingsmt.gov | Email: majestichomes@bresnan.net |

**Section 37. Condition for Validity of Agreement:** This Agreement is contingent upon the receipt by the City of federal funding in an amount sufficient to cover the cost of all agreed upon work. If the funding is not approved, this Agreement is null and void.

**Section 38. Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

**Section 39. Ownership of Documents:** All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City, whether the project for which they are made is executed or not.

All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use.

All or any portions of materials, products and documents produced under this Agreement may be used by the Contractor upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.

**IN WITNESS WHEREOF,** the parties hereto have executed this instrument the day and year first above written.

**ACCEPTANCE BY:**

| **Majestic Homes** | **City of Billings, Montana** |
|---|---|
| Jeff Schauer, President | William A. Cole, Mayor |
| 5202 Laurel Road, Billings, MT 59101<br>Address | PO Box 1178, Billings, MT 59103<br>Address |
| Date of Acceptance: 10-25-22 | Date of Acceptance: _____ |

APPROVED AS TO FORM:

Gina Dahl, City Attorney

***FORECLOSURE ACQUISITION / REHABILITATION PROGRAM***

City of Billings / Community Development Division

P.O. Box 1178, Billings, MT 59103

(406) 657-8284

Date Prepared: **10/21/2022**

# FINAL WORK LIST

| | | |
|---|---|---|
| Property Owner | **City of Billings** | Contact Person: **Tam Rodier**<br>Contact Phone: **406-657-8284** |
| Property Address: | **930 Steffanich Drive, Billings, MT 59105** | |
| General Contractor | **Majestic Homes / Jeff Schauer, President** | Contractor Phone: **406-248-1412** |

***Project Site:*** 930 Steffanich Drive, Billings, MT 59105 and also known as Tax Code C01432.

**Property Legal Description:** That part of Lot 6 described as Tract A, of Certificate of Survey No. 394 Plat of Subdivision of Lots 6 & 7 Steffanich 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 #476049.

| *Items to be Completed* | *Notes* | *Bid Price* | *Date Completed* | *Inspections* | *Amount Paid* | *Notes* |
|---|---|---|---|---|---|---|
| ***Requirements*** | | | | | | |
| Contractor must review and adhere to all City of Billings' Building & Safety Division permitting requirements whether or not they are specified within the Construction Agreement and/or this Final Work List. | | N/A | | | | |
| ***Adjacent Property Notifications*** | | | | | | |
| **CD STAFF:** Will notify area property owners regarding project activities and estimated timeline based upon contractor's submittal and Construction Agreement. | | N/A | | | | |
| **MAJESTIC HOMES:** Is responsible for "being a good neighbor" to avoid conflicts with area residents. This includes, but is not limited to:<br>- Adhering to construction noise hours of 7:00 a.m. to 8:00 p.m.,<br>- Keeping construction materials and debris from litering nearby properties,<br>- Providing and using outhouses, as appropriate, and<br>- Being friendly and respectful to residents asking questions about the project (questions may be referred to CD staff) | | $0.00 | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| ***Foundation*** | | | | | | |
| Construction of a permanent foundation meeting current zoning, setback requirements, and building codes:<br>- Plans drafted by a professional engineer to meet all state and local codes and ordinances.<br>- 4' crawl space with wood center wall.<br>- Backfill the foundation. | *Included in lump sum foundation, utility connections, steps, driveway, & sidewalks bid* | $65,000.00 | | | | |
| ***Modular Home*** | | | | | | |
| **New Schult Tempo Africa 23'-8" x 51'-0" box size (1232 sq ft):**<br>Home ordered, transported, delivered, set up, secured to permanent foundation, and move-in ready by June 30, 2023. | | $155,890.00 | | | | |
| **Front & Rear Entry Doors:** Installation of 36" wide front and rear entry doors, with locking handsets and deadbolts. | *Included in lump sum quote* | $0.00 | | | | |
| **Front Entry --** Two Options:<br>**1) Steps:** Install 6' wide front steps using treated wood to a 4'x6' landing at the front door; includes handrails and piers to meet current building code, or<br>**2) Accessible Access:** Install zero-step accessible access to front exterior door. | *Included in lump sum foundation, utility connections, steps, driveway, & sidewalks bid* | $0.00 | | | | |
| **Egress Windows:** At least one functioning egress window in each of the three bedrooms. | *Included in lump sum quote* | $0.00 | | | | |
| **Bathrooms:**<br>- At least one full bathroom with basic maneuvering space.<br>- Lever style faucet handles in bathroom sinks.<br>- Walls adjacent to toilets, bathtubs and shower stalls reinforced for later installation of grab bars. | *Included in lump sum quote* | $0.00 | | | | |
| **Laundry Room:** Fully functional washer and dryer hookups and lever style faucet handles. | *Included in lump sum quote* | $0.00 | | | | |
| **Kitchen Sink:** With lever style faucet handles. | *Included in lump sum quote* | $0.00 | | | | |
| **Water Heater:** Energy Star rated 50-gallon gas unit installed to meet code. | *Included in lump sum quote* | $0.00 | | | | |
| **Window & Door Headers:** Must be included throughout the home. | *Included in lump sum quote* | $0.00 | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Energy Star Rated Appliances:**<br>- Central Furnace<br>- Air Conditioning<br>- Refrigerator<br>- Stove / Oven<br>- Microwave / Hood (combo) | *Included in lump sum quote* | $0.00 | | | | |
| **Energy Star Insulation R-Values:** Installed throughout the home. | *Included in lump sum quote* | $0.00 | | | | |
| **Windows:** Low-E windows installed throughout the home. | *Included in lump sum quote* | $0.00 | | | | |
| **Electrical:**<br>- Outlets mounted not less than 15 inches above floor coverings.<br>- Light switches, control boxes and/or thermostats mounted not more than 48 inches above floor coverings. | *Included in lump sum quote* | $0.00 | | | | |
| **Exterior Faucet:** Installation of two (2) exterior faucets with hose bibs. | *Included in lump sum quote* | $0.00 | | | | |
| **Timeline:** Delivery to the site, set up, and move-in ready as quickly as possible, and/or by June 30, 2023. | *Included in lump sum quote* | $0.00 | | | | |
| ***Utility Hook-ups*** | | | | | | |
| **Water:** Connection, turned on, and 100% useability confirmed. (County Water District of Billings Heights). | *All connection fees included in lump sum foundation, utility connections, steps, driveway, & sidewalks bid* | $0.00 | | | | |
| **Electricity**: Connection, turned on, and 100% useability confirmed. (NorthWestern Energy) | | | | | | |
| **Gas:** Connection, turned on, and useability confirmed. (Montana Dakota Utilities) | | | | | | |
| **Sanitary Sewer:** Connection, turned on, and 100% useability. (City of Billings) | | | | | | |
| **Broadband Internet & Phone:** Provide hookup ready broadband internet and landline telephone (Spectrum? DSL? Other?) | | | | | | |

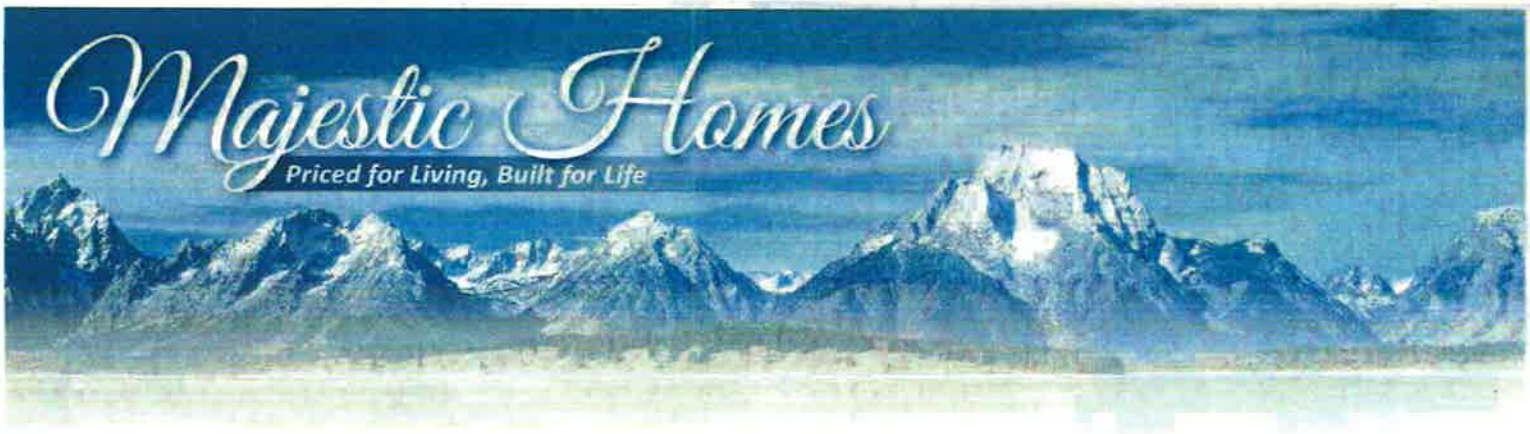
| | | | | | | |
|---|---|---|---|---|---|---|
| ***Attached Garage*** | | | | | | |
| **16' x 24' One-car garage:**<br>- Plans drafted to meet all state and local codes and ordinances.<br>- 4/12 roof pitch.<br>- Same vinyl siding and shingles as on the home.<br>- Locking 36" walk-through door into the home.<br>- One (1) 36" x 36" window.<br>- One (1) overhead light.<br>- 4 functional interior electrical outlets.<br>- Sheetrock/insulation where the home meets garage only (per code).<br>- 9' W x 8' T overhead door, opener, with remote control.<br>- Concrete floor. | | $25,000.00 | | | | |
| **Steps:** Install steps using treated wood from rear door into garage; must meet current building code. | *Included in lump sum foundation, utility connections, steps, driveway, & sidewalks bid* | $0.00 | | | | |
| ***Grounds*** | | | | | | |
| **Sidewalk:** Prep for and install 3'x14' concrete sidewalk from the front steps to the driveway. | *Included in lump sum foundation, utility connections, steps, driveway, & sidewalks bid* | $0.00 | | | | |
| **Driveway:** Prep for and install 15'x41' concrete driveway from attached garage to Steffanich Drive right-of-way. | *Included in lump sum foundation, utility connections, steps, driveway, & sidewalks bid* | $0.00 | | | | |
| **Landscaping:**<br>- Backfill around foundation for negative drainage.<br>- Level front yard and side yards for future landscaping.<br>- If full $4,000 allowance is not needed for the above, coordinate additional activities with CD staff and/or reduce amount. | *Allowance for landscaping* | $4,000.00 | | | | |
| ***Warranties*** | | | | | | |
| Minimum 1-year warranty on the home, appliances, project elements listed within this Final Work List, including workmanship. | *Included in lump sum quote* | $0.00 | | | | |
| Home will also have a 2-10 warranty paid for by Majestic Homes thru the 2-10 Home Buyers Warranty Company in addition to its 1 year factory warranty with lots of extended product warranties. | *Per submitted bid* | $0.00 | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| ***Rights-of-Way*** | | | | | | |
| **Rights-of-Way:** The contractor will immediately correct or replace any and all rights-of-way damaged during the project as directed by the City Engineer's Office. | | TBD | | | | |
| ***Other:*** | | | | | | |
| **All Required Permit(s):** Including all building, mechanical, electrical, plumbing, etc. | *Included in lump sum quote* | $0.00 | | | | |
| **Montana Gross Receipts Tax):** Will be witheld from each progress payment and submitted by the City to the State as required. | *1%* | N/A | | | | |
| **Performance Bond:** Required if Majestic Homes desires advance payment for home, materials, and/or other project cost | *Responsibility of Majestic Homes* | TBD | | | | |
| **Lump Sum Project Total** | | **$249,890.00** | | | | |
| ***Space Reserved for Change Orders (if required)*** | | | | | | |
| | | | | | | |
| | | | | | | |
| ***Total Project*** | | **$249,890.00** | | | | |

- The final work list as described above was established with Majestic Homes' input and final approval.
- Changes to the above work list ***must be approved by the CD Program Coordinator prior to implementation*** .
- Contractors ***must obtain appropriate permits*** from the City of Billings prior to working on electrical, plumbing, and major structural systems.
- Contractors ***must schedule inspections for all electrical, plumbing and major structural systems*** work with the City of Billings Building Division.
- Community Development will issue payment(s) only after all required inspections have been conducted and approved by the Building Division (if permit required) AND by the CD Program Coordinator. Payment will not be issued without the CD Program Coordinator's approval of work completed.

***SIGNATURES***

| | |
|---|---|
| **CD Program Coordinator:** Tami Rodier | Date: 10/28/2022 |
| **Majestic Homes:** | Date: 10-29-22 |
| **Mayor, City of Billings** | Date: |




Tam Rodier
Program Coordinator
'Rodier, Tam' RodierT@billingsmt.gov

9-27-2022

Bid For: 930 Steffanich Dr. Billings MT. 59101

Hello, I have attached the bid for the project in 930 Steffanich Dr. for low income housing. This bid includes the Modular Home, Foundation, sidewalks and driveways as shown on plot map and attached or detached garage (your choice if detached or attached) or credit of $25,000 off the price if you decide no garage at all.

| | |
|---|---|
| Modular home: Schult Tempo Africa 23'-8" x 52'-0" box size (1232 sq ft) | $155,890 |
| Detached or attached Garage, 16' x 24' with 4/12 roof pitch same vinyl siding and shingles as home, 9' wide by 8' tall garage door with opener, walk thru door, one 36" x 36" window, overhead light, 4 outlets and sheetrock/insulation on attached version where home meets garage per code, concrete floor, otherwise not insulated or sheetrocked. | $25,000 |

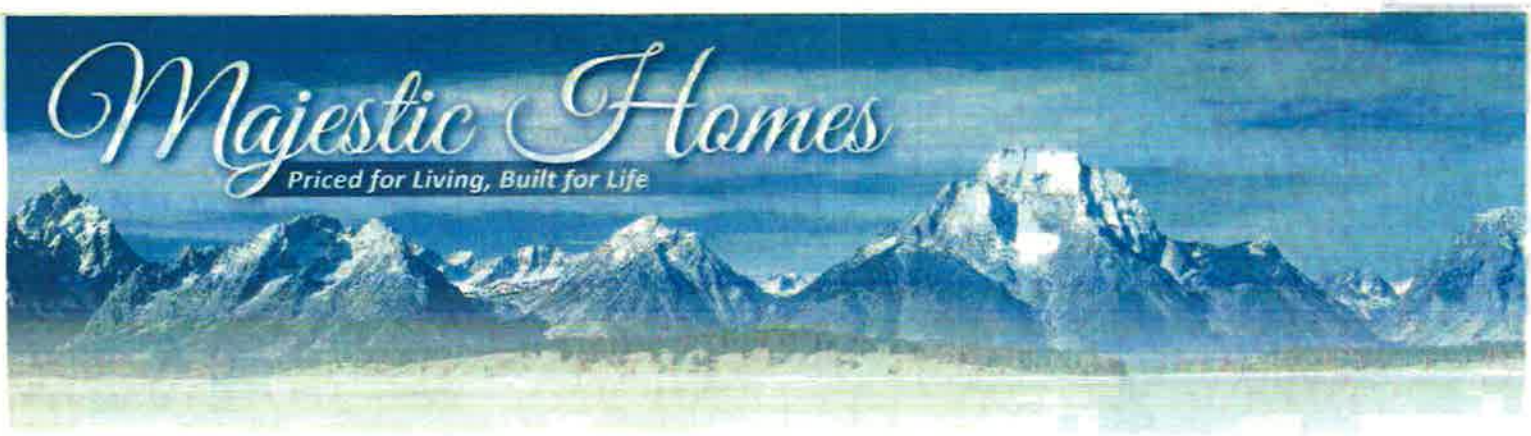
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Foundation: 4' crawl space with wood center wall, foundation and garage will be drafted by engineer to meet all State and city spec's (geotech and plans)

Utility Connections: All fees to tap into and to connect to services of gas, power, water and sewer and provide 100% connections to the home

Steps: Front door will have a 6' wide front step treated wood with landing 4' x 6' going into front door with handrails and piers to meet code

Attached garage will have steps from rear door into garage and detached will have wood treated steps with handrail and piers per code




| | | |
|---|---|---|
| Sidewalk: | Attached garage will have 3' x 14' sidewalk to driveway detached garage will have 3' x 20' sidewalk to driveway and 3' x 4' or whatever is needed from steps from home rear door to side garage door | |
| Driveway: | Concrete drive 15' x 41' | |
| Air Conditioning: | Energy Star air conditioning will be installed | |
| Permits and inspections: | All paid by Majestic Homes | |
| Contractor gross receipts tax: | Paid by Majestic Homes | |
| Cost of foundation, utility connections, steps, driveway, &sidewalks listed above | | $65,000 |
| Landscaping: | Around foundation will have backfill for negative drainage and front yard and side yards will be leveled for future landscaping | |
| | Allowance for landscaping $4,000 | $4,000 |

**Bid on entire project as listed above $249,890**

Home will have a 2-10 warranty paid for by Majestic Homes thru the 2-10 Home Buyers Warranty Company in addition to its 1 year factory warranty with lots of extended product warranties.

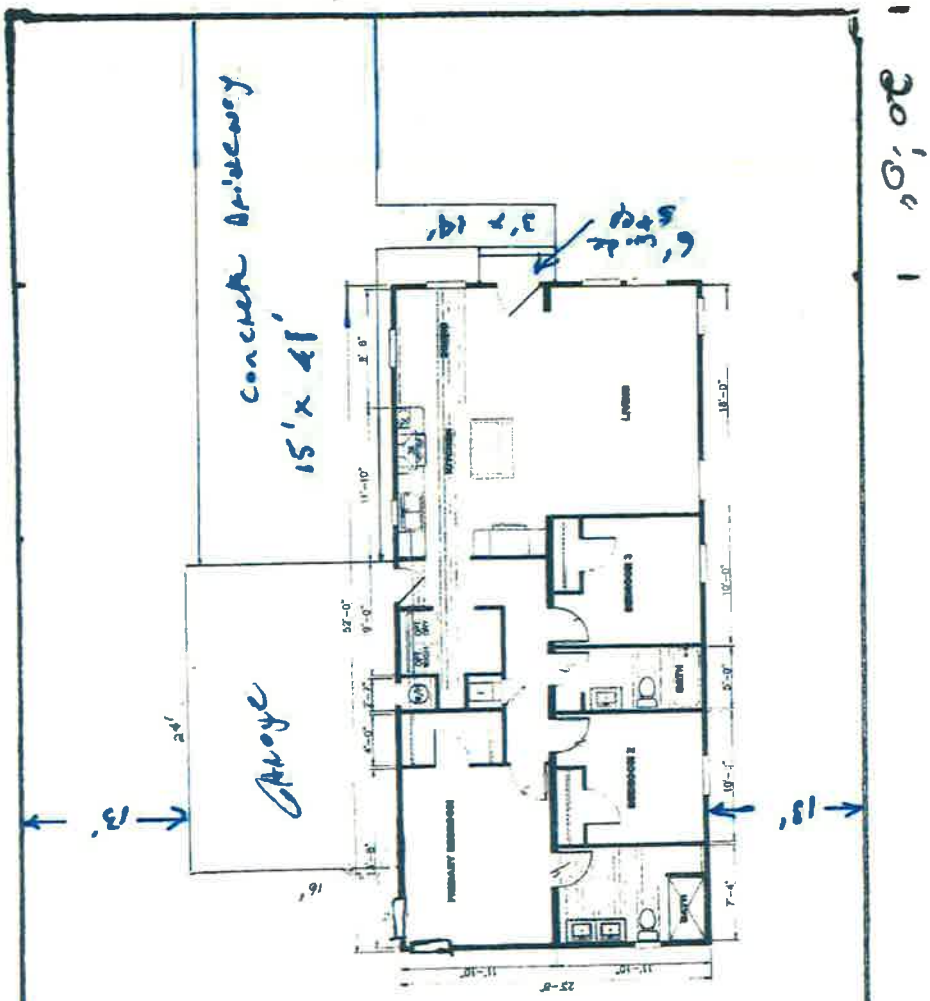
Any questions please call or e-mail.

Sincerely,

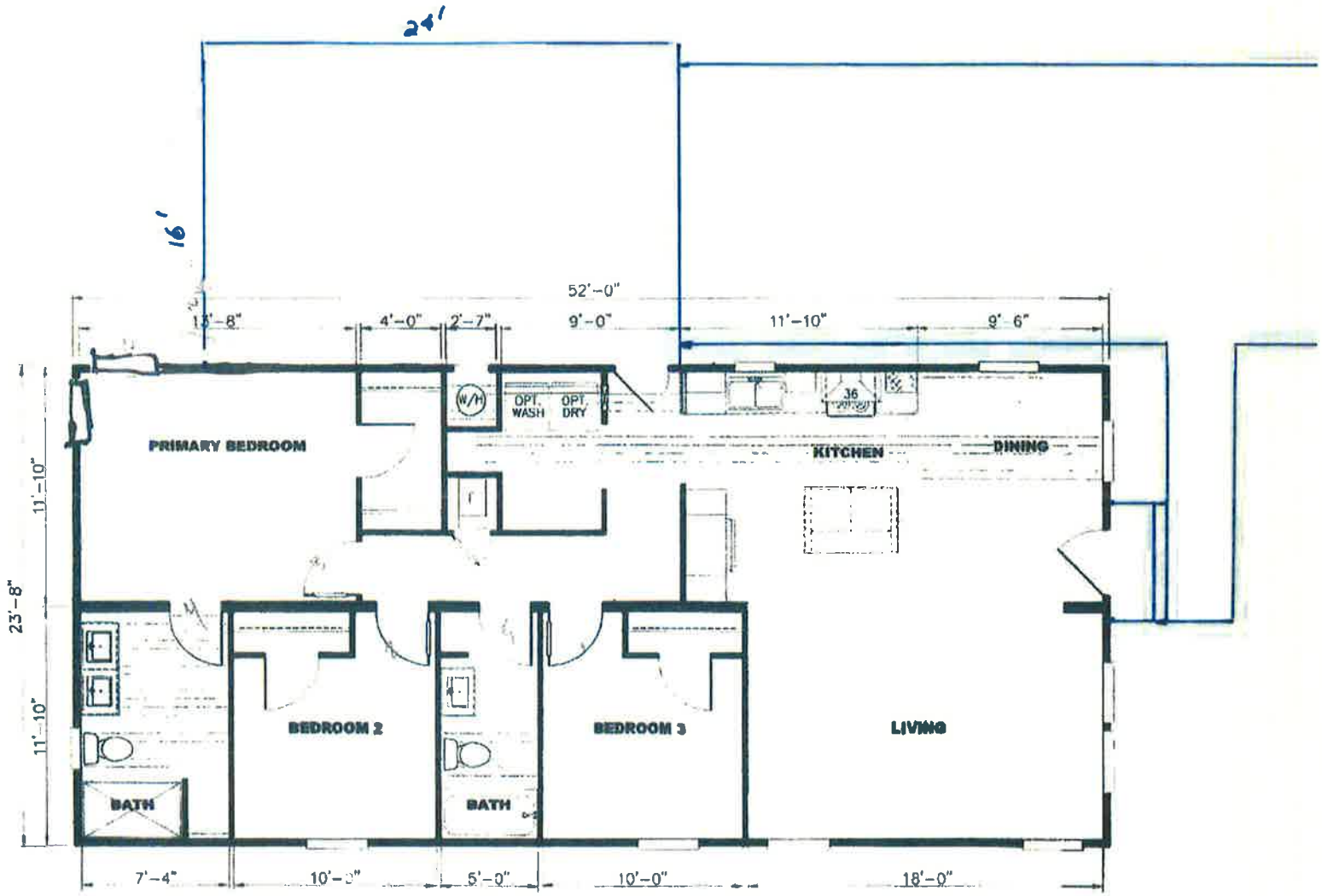
Jeff Schauer (President)

5202 Laurel Road • Billings, Montana 59101
(406) 248-1412 • 1-800-349-0229 • majestichomessite.com

Steffanich DR



Attached


24'
16'
52'-0"
15'-8"
4'-0"
2'-7"
9'-0"
11'-10"
9' 6"
W/H
OPT. WASH
OPT. DRY
36
PRIMARY BEDROOM
KITCHEN
DINING
23'-8"
11'-10"
11'-10"
BEDROOM 2
BEDROOM 3
LIVING
BATH
BATH
7'-4"
10'-0"
5'-0"
10'-0"
18'-0"

# QUOTE/CONFIRMATION



To: 391412 Phone: 406-248-1412
MAJESTIC HOMES, INC.
5202 LAUREL RD
BILLINGS, MT 59101

Retail Cust: CITY OF BILLING
Financed By:

Quote No..: 41237
Quote Date: 08/23/2022
Sales Rep.: JAMES A ENGLAND
Sales Note:
Model #...: 54INF24523AM22 MOD
Model Series: INFINITY SERIES
Model Name: INFINITY 94 MOD
Drawing # : 54522494 Ordered by: JEFF
Print Date: 8/23/2022 - 5:19 PM Phone No: 507-697-5150

CMH MANUFACTURING WEST, INC.
Redwood Falls
201 INDUSTRIAL DR
REDWOOD FALLS, MN 56283

| Opt.# | Description | Qty | Price |
|---|---|---|---|
| | SPECIAL INSTRUCTIONS | | |
| | 01 PACKAGES | | |
| 040001 | HOMEOWNER NAME,STATE,COUNTY ? CITY OF BILLINGS | 1 | STD |
| 160088 | 2018 IRC CODE - MN,MT,ND,CO,WY,WI | 1 | - |
| 160089 | 2018 ENERGY CODE- ND,MT INCLUDES: RETURN AIR DUCT SLEEVES DUCTS/FLEXLINE IN ATTIC R-8, ECOBEE, NO DUCT WORK IN FLOOR (FURNACE INSTALLED AT OPTION PRICE) | 1 | 215 |
| 090005 | 2017 NEC CODE-MI,MO,MT,WI,WY,NE,KS | 1 | 850 |
| 130024 | LIFESTYLE NEW CASTLE INTERIOR PKG | 1 | STD |
| 130025 | LIFESTYLE WHITE INTERIOR PACKAGE | 1 | STD |
| 130026 | LIFESTYLE CLUBHOUSE GREY INT PKG | 1 | STD |
| 129999 | MONTANA MODULAR PACKAGE | 1 | 25 |
| | 02 EXTERIORS | | |
| 390010 | LANDMARK CERTAINTEED SHINGLES ? | 1 | STD |
| 133000 | DBL 4-1/2" VINYL LAP ??COLOR?? | 1 | STD |
| 134002 | 3 1/2" LINEALS (WINDOWS ONLY) | 1 | STD |
| 135002 | DURABILT SOFFIT/FASCIA/DRIP EDG-WHT | 1 | STD |
| 133399 | ICE SHIELD - STD | 1 | STD |
| 132000 | RIDGE VENT | 1 | STD |
| 133500 | WINDWRAP | 1 | STD |
| | 04 STRUCTURAL | | |
| 281410 | 4/12 NOM ROOF PITCH 24 O.C.-INFINITY | 1 | STD |
| 182200 | 8' EXTERIOR WALLS | 1 | STD |
| 182218 | 2X8 FLOOR JOISTS | 1 | STD |
| 181007 | TRIPLE RIM JOISTS - MATING WALL | 1 | STD |
| 281617 | FLAT CEILING STD | 1 | STD |
| 201000 | CEILING FINISH - STIPPLE | 1 | STD |
| 010324 | CRAWLSPACE SET - OMIT STAIRWELL | 1 | STD |
| 281606 | DO NOT FINISH CEILING ON FLAT... CEILINGS 1 FOOT ON EACH SIDE OF MATE WALL SEAMS | 1 | STD |
| | 06 EXTERIOR DOORS | | |
| 101098 | FRONT 36" 6 PNL-TRU PRO STEEL - LH | 1 | STD |
| 101100 | STORM DOOR LIFESTYLE / INFINITY | 2 | 800 |
| 101099 | REAR 36" 6 PNL - TRU PRO STEEL - RH | 1 | STD |
| | 08 WINDOWS | | |
| 141001 | LUX ESSENTIAL GRID LOW E WND-WHITE | 1 | STD |
| 140035 | MOVE WINDOW FROM STD LOCATION MOVE WINDOW IN BR #1 TO ENDWALL OF ROOM FROM CLOSET SIDE | 1 | 80 |
| | 10 FLOOR COVERINGS | | |
| 023980 | !!! ----- ATTENTION ----- !!! ********** SCHULT RESERVES THE RIGHT TO USE LINO BAR WHERE NECESSARY & DOES NOT GUARANTEE PATTERN MATCH BETWEEN HALVES ********** | 1 | STD |
| 023990 | LINO DANBURY STD AREAS (WHITE PKG) | 1 | - |
| 023991 | CARPET - NEW WAVE - WEATHERED | 1 | STD |
| 027100 | CARPET BAR T/O AS NEEDED | 1 | STD |
| | 12 DRAPES | | |
| | 14 WALL FINISHES | | |
| 010203 | NON WALKIN CLOSETS/PANTRIES-HYBRID | 1 | STD |
| 010200 | DRYWALL T/O | 1 | STD |
| 010211 | FEATURE WALL: WILLOW WHITE/N-CASTLE | 1 | - |
| 018031 | FINISH DRYWALL TO CEILING (STD) | 1 | STD |
| | 16 INTERIOR DOORS & TRIM | | |
| 360104 | INTERIOR DOORS :N-CSTL PKG | 1 | - |
| 360210 | WHITE H.CORE DOORS - STD | 1 | STD |
| 108003 | FURNACE DOOR - STD | 1 | STD |
| 369999 | ENLARGE INTERIOR DOORS: BR #1, BR #2, BR #3 BATH #1, BATH #2 | 5 | 100 |
| | 18 INSULATION | | |
| 062208 | R21 WALL INSULATION STD MOD | 1 | STD |
| 063308 | R50 ROOF INSULATION STD MOD | 1 | STD |
| 061012 | R5 FRONT/REAR BAY THERMAX ****STD** | 1 | STD |
| | 20 HEATING & FIREPLACES | | |
| 163072 | IN-LINE HEAT DUCT | 1 | STD |
| 163074 | CARRIER H-EF GAS N9DSE0401712A | 1 | STD |
| 162002 | **FACTORY INSTALLED FURNACES DO NOT MEET MINNESOTA REQUIREMENTS FOR WHOLE HOUSE VENTILATION OR AIR EXCHANGE, MEETING THESE REQUIREMENTS ARE DEALER RESPONSIBILITY ON SITE. ** | 1 | STD |
| 161110 | ECOBEE THERMOSTAT | 1 | STD |
| 163060 | FIBERGLASS HEAT DUCT SYSTEM | 1 | STD |
| | 22 APPLIANCES | | |
| 252116 | GAS RANGE SELF CLEAN SS IPO STD | 1 | 190 |
| 251088 | 22'CF SXS W/ICE & WATER SS IPO STD | 1 | 590 |
| 253035 | DLX DISHWASHER 4 CYCLE - SS | 1 | 465 |
| 254041 | INDUSTRIAL RANGEHOOD STD | 1 | STD |
| | 24 WATER HEATERS | | |
| 271019 | 50 GALLON ~~ELECTRIC~~ GAS W/H | 1 | 1225 |
| | 26 ELECTRICAL | | |
| 081005 | 200 AMP ELEC SERVICE W/2ND CONDUIT | 1 | STD |
| 081110 | 3 WAY SWITCHES PER PRINT | 1 | STD |
| 081300 | GFI RECEPT IN KITCHEN | 1 | STD |
| 081306 | EXTERIOR RECEPTS (2) 1-DS, 1-ODS | 1 | STD |
| 081495 | FRONT EXTERIOR LITE #1539 - STD | 1 | STD |
| 081322 | REAR EXTERIOR LITE -#1539-STD HUD | 1 | STD |
| 081523 | 2)PENDANT LITES O/KIT ISLAND LYB131103 - 2/410WZ03BG - BSN | 1 | STD |
| 081504 | SPOTLITE 4" LED LOC ?? | 8 | 440 |
| 081345 | 4"LED SPOTLITES T/O EXCEPT PENDANTS | 1 | STD |
| 081590 | CARBON MONOXIDE DETECTOR | 1 | STD |
| | ** ALL INTERIOR OUTLETS RAISED 15" OFF FLOOR*** *** ALL LIGHT SWITCHES AND THERMSTA NOT TO EXCEED 48" **** | | |
| 089999 | SWITCHED RECEPT UNDER KITCHEN SINK | 1 | 150 |
| | 28 LAUNDRY | | |
| 082000 | WIRING: **PLUMB & WIRE FOR WASHER** **WIRE & VENT FOR DRYER** | 1 | STD |
| | 30 PLUMBING | | |
| 272002 | SS 8" DEEP KIT SINK (STD) | 1 | STD |
| 271171 | HIGH NECK PULL DOWN W/ATT SPRAYER | 1 | STD |
| 275006 | EXT WATER FAUCET-STD LOC: KITCHEN SINK AREA BATH #2 | 2 | 140 |

(Continued on Page 2)

** IMPORTANT: Manager must sign and date this confirmation in order for home to be scheduled and built.
**
** FAX No: 507-644-5167 Please sign and FAX X_____ Date _____

Note: 3 BDR 2.0 BTH

QUOTE/CONFIRMATION

# QUOTE/CONFIRMATION

To: 391412 Phone: 406-248-1412
MAJESTIC HOMES, INC.
5202 LAUREL RD
BILLINGS, MT 59101

Retail Cust: CITY OF BILLING
Financed By:

Quote No..: 41237
Quote Date: 08/23/2022
Sales Rep.: JAMES A ENGLAND
Sales Note:
Model #...: 54INF24523AM22 MOD
Model Series: INFINITY SERIES
Model Name: INFINITY 94 MOD
Drawing # : 54522494 Ordered by: JEFF
Print Date: 8/23/2022 - 5:19 PM Phone No: 507-697-5150

CMH MANUFACTURING WEST, INC.
Redwood Falls
201 INDUSTRIAL DR
REDWOOD FALLS, MN 56283

| Opt.# | Description | Qty | Price |
|---|---|---|---|
| 032020 | WATER SHUT OFF - STOOLS ONLY | 1 | STD |
| 272040 | RECESSED WATER S/O VALVE 8PB870 | 1 | STD |
| 032037 | VENT PIPE FOR BASEMENT BATH | | - |
| 032045 | 3"RADON PIPE W/20 AMP RECEP-ATTIC | 1 | STD |
| 039999 | MAIN WATER SHUT OFF IN UTILITY(MOD) | 1 | 60 |
| | 32 BATH #1 | | |
| 271138 | SQUARE CHINETTE LAV BA1 - STD | 1 | STD |
| 271348 | DUAL LEVER LAV FAUCET: BSN | 1 | STD |
| 271145 | TUB/SHWR FCT-SNG LVR-BA1 | 1 | STD |
| 271070 | 1PC 60"FBRGLS TUB BA1 - STD | 1 | STD |
| 271180 | AMERICAN STANDARD ADA STOOL-BA1 | 1 | 395 |
| 165050 | BROAN BATH FAN/LITE - WHITE BA1 STD | 1 | STD |
| 171000 | MIRROR - W/SEAMED EDGE-BA1 STD | 1 | STD |
| 039999 | 36" ASSIST BAR IN TUB/SHOWER | 1 | 260 |
| | 34 BATH #2 | | |
| 271305 | SQUARE CHINETTE LAV BA2 | 1 | STD |
| 271348 | DUAL LEVER LAV FAUCET: BSN | 1 | STD |
| 271298 | TUB/SHWR FCT SNGL LVR BA2 STD | 1 | STD |
| 271296 | SHWR FCT SNG LVR ANTISCALD BA2-MOD | 1 | STD |
| 271071 | 1PC 60"FBRGLS TUB BA2 - STD | 1 | STD |
| 271181 | AMERICAN STANDARD ADA STOOL-BA2 | 1 | 345 |
| 165051 | BROAN BATH FAN/LITE - WHITE BA2 STD | 1 | STD |
| 039999 | 36" ASSIST BAR IN TUB/SHOWER | 1 | 260 |
| | 36 BATH #3 | | |
| | 38 COUNTERTOPS | | |
| 095246 | COUNTER TOPS-WHITE CARRARA | 1 | - |
| 095250 | COUNTER TOPS -BLACK ALICANT | 1 | - |
| 095247 | COUNTER TOPS-POTTERS CLAY | 1 | - |
| 095248 | ISLAND C-TOP WHITE BARN (NC PKG) | 1 | - |
| 095249 | ISLAND C-TOP BLACK ALICANT(WHT PKG) | 1 | - |
| 095251 | ISLAND C-TOP WHITE CARRARA (CG PKG) | 1 | - |
| 095346 | 1 ROW CERAMIC B/S -MATTE BLUE T/O | 1 | - |
| 095348 | 1 ROW CERAMIC B/S- EMMA WHITE T/O | 1 | - |
| 095347 | 1 ROW CERAMIC B/S-MATTE SWTWOOD T/O | 1 | - |
| | 40 CABINETS | | |
| 115091 | CABINET DOORS T/O-D-CRAFT: N-CSTL | 1 | - |
| 115093 | CABINET DOORS T/O-DURACRAFT WHITE | 1 | - |
| 115097 | ISLAND CABINET - CLUBHOUSE GREY | 1 | - |
| 118003 | 42" O/H KITCHEN W/2 FIXED SHELVES | 1 | STD |
| 112435 | EUROPEAN DRAWER GUIDES | 1 | STD |
| 112043 | BASE CABINET CENTER SHELF FIXED | 1 | STD |
| 112064 | BANK OF DRAWERS (KITCHEN) | 1 | STD |
| 112070 | REFER O/H CAB 21" DEEP | 1 | STD |
| 120992 | WIRE SHELF IN LAUNDRY | 1 | STD |
| 120990 | WIRE SHELVES IN WARDROBES | 1 | STD |
| 120991 | WIRE SHELVING STD IN ANY PANTRY THAT HAS A PASSAGE DOOR. | 1 | STD |
| | 48 MISCELLANEOUS | | |
| | OTHER OPTIONS | | |
| | 99 OPEN ITEMS | | |
| 040001 | HOMEOWNER NAME,STATE,COUNTY ? | 1 | - |
| 390010 | LANDMARK CERTAINTEED SHINGLES ? | 1 | - |
| 133000 | DBL 4-1/2" VINYL LAP ??COLOR?? | 1 | - |
| 081504 | SPOTLITE 4" LED LOC ?? | 8 | - |
| | "SPECIAL BENEFITS SELECT" | | |

| Opt.# | Description | Qty | Price |
|---|---|---|---|

** IMPORTANT: Manager must sign and date this confirmation in order for home to be scheduled and built.
**
** FAX No: 507-644-5167 Please sign and FAX X_____ Date _____

Note: 3 BDR 2.0 BTH

QUOTE/CONFIRMATION

**Property Address:** 930 Steffanich Drive, Billings, MT 59105

Bid requested for one (1) new modular home meeting all applicable federal, state, and local codes and ordinances. The modular home shall include the following, ***at a minimum***:

- Construction of a permanent foundation meeting current zoning, setback requirements, and building codes (including backfilling the foundation); Majestic
- Setting the modular home and securing it to the permanent foundation; Majestic
- Modular home must be compatible in value, design and amenities with the surrounding neighborhood;
- Installing accessible access to at least one exterior door; Yes - 2
- At least 1,100 square feet of living space; Yes 1248 Sq Feet
- Three (3) bedrooms each with at least one egress window; Yes
- One full bathroom with basic maneuvering space (preferably two bathrooms); Yes 2 Full Baths
- Walls adjacent to toilets, bathtubs and shower stalls reinforced for later installation of grab bars; Yes
- A laundry area or room with fully functional washer and dryer hookups; Yes
- Lever style faucets for laundry hook-up, bathroom sinks, and kitchen sink; Dual Lever in only one No single lever
- 50-gallon gas water heater; Yes
- Energy Star rated appliances throughout the house (central furnace / air conditioning, water heater, refrigerator, stove/oven, microwave); Yes Majestic will Install Energy Star
- Window and door headers throughout; Yes
- Low-E windows throughout; Yes
- Energy Star insulation R-values throughout; Yes R50 Roof, R21 Walls w/ Windwrap
- Electrical junction boxes throughout (meeting current electrical code); Yes
- Outlets mounted not less than 15 inches above floor covering; Yes
- Light switches, control boxes and/or thermostats mounted not more than 48 inches above floor covering; Yes
- Standard exterior siding and trim. Paint scheme at bidders discretion, but must be aesthetically pleasing; Yes
- 32" wide front and rear entry doors with deadbolts; Yes 36"
- One (1) exterior faucet with hose bib; Yes - 2
- Hooking up all utilities (water, sewer, electricity, natural gas); Majestic
- Providing hookup ready broadband internet and phone; Yes
- Constructing and/or installing a one-car garage; Majestic
- Minimum 1-year warranty on the home, appliances, and associated work; and Yes
- Delivery to the site, set up, and move-in ready as quickly as possible, and/or by June 30, 2023.

If you have questions, please contact: Tam Rodier, Program Coordinator
Community Development Division / City of Billings
406.657.8284 / rodiert@billingsmt.gov

MAJEHOM-01 LSAHU

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/1/2022

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

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

| | |
|---|---|
| PRODUCER License # 979004<br>HUB International Mountain States Limited<br>3533 Gabel Road<br>Billings, MT 59102 | CONTACT NAME: Chelsey McCord<br>PHONE (A/C, No, Ext): (406) 771-9972 FAX (A/C, No): (866) 801-0495<br>E-MAIL ADDRESS: chelsey.mccord@hubinternational.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : EMCASCO Insurance Co. — 21407 |
| INSURED<br>Majestic Homes, Inc.<br>5202 Laurel Road<br>Billings, MT 59101 | INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | X | X | 5X7-84-87-23 | 11/1/2022 | 11/1/2023 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | [ ] OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

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

**For General Liability the attached form(s) apply: CG7578 0219**

**CERTIFICATE HOLDER**

City of Billings
2825 3rd Avenue North, Suite 610
Billings, MT 59101

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Rene LeVeque


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

# GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

**A. EXPECTED OR INTENDED INJURY**

**Section I – Coverage A,** Exclusion **a.** is amended as follows:

**a.** "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**B. NON-OWNED WATERCRAFT**

**Section I – Coverage A,** Exclusion **g.(2)** is amended as follows:

**(2)** A watercraft you do not own that is:

**(a)** Less than 60 feet long; and

**(b)** Not being used to carry person(s) or property for a charge;

**C. EXTENDED PROPERTY DAMAGE COVERAGE**

**Section I – Coverage A,** Exclusions **j.(3)** and **(4)** is amended to add the following:

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

| SCHEDULE | |
|---|---|
| **Limits Of Insurance** | **Deductible** |
| $5,000 Each Occurrence | $250 Per Claim |
| $10,000 Annual Aggregate | |

**a.** The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

**(1)** insureds;

**(2)** claims made or "suits" brought;

**(3)** persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

**b.** Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

**c.** If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

**d.** Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**D. PROPERTY DAMAGE – ELEVATORS**

**Section I – Coverage A.2. Exclusions** paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.


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**E. FIRE, LIGHTNING OR EXPLOSION DAMAGE**

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A,** the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III** – **Limits of Insurance.**

**F. MEDICAL PAYMENTS**

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.,** that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

**G. SUPPLEMENTARY PAYMENTS**

**Supplementary Payments – Coverages A** and **B** Paragraphs **1.b.** and **1.d.** are replaced by the following:

**1.b.** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

**H. SUBSIDIARIES AS INSUREDS**

**Section II – Who Is An Insured** is amended to add the following:

**1.f.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

**I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT**

**1.** **Section II** – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

**a.** Currently in effect or becomes effective during the policy period; and

**b.** Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

**a.** Only applies to the extent permitted by law; and

**b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

**c.** Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II** – **Who Is An Insured** of this policy.

**2.** As provided herein, the insurance coverage provided to such additional insureds is limited to:

**a.** Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**b.** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**(1)** In connection with your premises; or

**(2)** In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

**(1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(2)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**c.** Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

**(1)** Any “occurrence” which takes place after you cease to be a tenant in that premises.

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

**d.** Any state or governmental agency or subdivision or political subdivision, subject to the following:

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

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

**(b)** The construction, erection or removal of elevators; or

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

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

This insurance does not apply to:

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

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

**e.** Any vendor, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

**(1)** The insurance afforded any vendor does not apply to:

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

**(b)** Any express warranty unauthorized by you;

**(c)** Any physical or chemical change in the product made intentionally by any vendor;

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

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

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

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

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

**(i)** The exceptions contained in Subparagraphs **(d)** or **(f);** or

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

**(2)** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**f.** Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**g.** Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

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

**(1)** This insurance does not apply to:

**(a)** Any "occurrence" which takes place after you cease to lease that land; or

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

**h.** Any person or organization from whom you lease equipment, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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

**i.** Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

**(1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

**(b)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**(2)** "Bodily injury" or "property damage" occurring after:

**(a)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**(b)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**j.** Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

**1.** The license granted to you by such person(s) or organization(s) expires; or

**2.** Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

**k.** Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

**l.** Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

**m.** Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

**3.** Any insurance provided to any additional insured does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence or willful misconduct of the additional insured or its agents, “employees” or any other representative of the additional insured.

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

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

**a.** Required by the contract or agreement; or

**b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

**Section II – Who is an Insured,** Paragraph **2.a. (1)** is amended to add the following:

**e.** Paragraphs **(a), (b),** and **(c)** do not apply to your “employees” or “volunteer workers” with respect to “bodily injury” to a co-“employee” or other “volunteer worker”.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or “volunteer worker" under any other valid and collectible insurance.

**K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE**

**Section II – Who is an Insured,** Paragraph **2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

**L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II** – **Who Is An Insured,** Paragraph **3.a.** is replaced by the following:

**3.a.** Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

**M. DAMAGE TO PREMISES RENTED TO YOU**

**Section III – Limits of Insurance,** Paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or $500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

**N. MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance,** Paragraph **7.** is replaced by the following:

**7.** Subject to Paragraph **5.** above, $10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

**(a)** No Coverage; or

**(b)** $1,000; or

**(c)** $5,000; or

**(d)** A limit higher than $10,000.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions** Paragraph **2.** is amended to add the following:

**e.** The requirement in Condition **2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

**(1)** You, if you are an individual or a limited liability company;

**(2)** A partner, if you are a partnership;

**(3)** A member or manager, if you are a limited liability company;

**(4)** An "executive officer" or insurance manager, if you are a corporation; or

**(5)** A trustee, if you are a trust.

**f.** The requirement in Condition **2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

**(1)** You, if you are an individual or a limited liability company;

**(2)** A partner, if you are a partnership;

**(3)** A member or manager, if you are a limited liability company;

**(4)** An "executive officer" or insurance manager, if you are a corporation; or

**(5)** A trustee, if you are a trust.

**P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION**

**Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is amended to add the following:

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

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

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

**Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Conditions** Paragraph **6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Section IV – Commercial General Liability Condition** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

**1.** Your ongoing operations; or

**2.** "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

**1.** Is in effect or becomes effective during the term of this policy; and

**2.** Was executed prior to loss.

**S. MENTAL ANGUISH**

**Section V – Definition 3.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**T. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Property Address: 930 Steffanich Drive, Billings, MT 59105**

Proposed project submitted by HomeFront, Tim Stark and Randy Hafer for:

1. City of Billings will gift the property located at 930 Steffanich Drive, Billings, MT 59105
2. 4-5 Homeownership Units (condo) will be created using 3D printing innovation.
3. This project will fully utilize the property ***encouraging density while maintaining community.***
4. Families approved for the City of Billings' First-Time Homebuyer Program will receive preference to purchase the units.
5. Units will be built to be livable, utilizing the smallest utility footprint, xeriscaping, natural landscaping, and gravel paved driveway. There will also be a "condo garden" on the property.
6. At least one unit will be completed by June 30, 2023 with remaining units subject to availability of materials and equipment.
7. We will apply for available funding from City of Billings Community Development funds for this Affordable Homeownership Project.
8. The net profit from the sale of the homes can be used to start a revolving affordable homeownership fund
9. We will need to request a zoning variance in order to complete project

The bid requested from City is for one (1) new modular home meeting all applicable federal, state and local codes and ordinances. The modular home shall include the following, at a minimum. Please see our answers to the requirements below:

- ✓ Construction of a permanent foundation meeting current zoning, setback requirements, and building codes (including backfilling the foundation);
- ✓ Setting the modular home and securing it to the permanent foundation; N/A – units will be printed on site.
- ✓ The homes will be compatible in value, design and amenities with the surrounding neighborhood;
- ✓ Installing accessible access to at least one exterior door of each unit;
- ✓ At least one unit will have 1,100 square feet of living space;
- ✓ At least one unit will have three (3) bedrooms each with all windows being egress;
- ✓ All units will have at least one full bathroom with basic maneuvering space (preferably two bathrooms);
- ✓ All units will have walls adjacent to toilets, bathtubs and shower stalls reinforced for later installation of grab bars;
- ✓ All units will have a laundry area or room with fully functional washer and dryer hookups;
- ✓ All units will have lever style faucets for laundry hook-up, bathroom sinks, and kitchen sink;
- ✓ All units will have 50-gallon electric water heater;
- ✓ All units will have Energy Star rated appliances throughout the house (central furnace / air conditioning, water heater, refrigerator, stove/oven, microwave);
- ✓ All units will have pre cast or wood window and door headers throughout;
- ✓ All units will have Low-E windows throughout;

HIGH PLAINS
ARCHITECTS

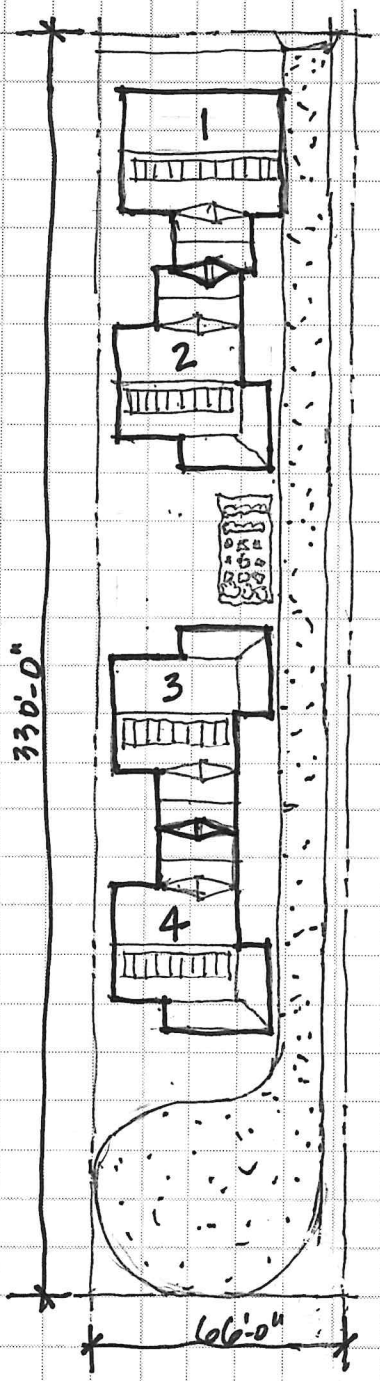
PROJECT NAME: 930 STEFFANICH DR | PROJECT NUMBER: | DATE: 10/7/22

☐ TRANSMITTAL ____ NO. PAGES ☐ CONVERSATION RECORD ☐ MEMO / NOTES

TO: RE:

STEFFANICH DR

STEFFANICH SUBDIVISION. LOT 6 (C)




SITE PLAN
1:50

- (4) SINGLE FAMILY HOUSES. CONDOMINIUM OWNERSHIP W/ HOA.
- (1) 3BR, 1100SF; (3) 2BR; ±900SF
- ENERGY EFFICIENT, HIGH PERFORMANCE.
- GRAVEL PAVE DRIVEWAY
- FIRE DEPARTMENT TURNAROUND @ SOUTH END OF DRIVE
- ANTICIPATED COST INCL. PROFESSIONAL FEES (RANGE) $900,000 - 1,100,000

C

2720 Minnesota Avenue • Billings, Montana 59101 • P.O. Box 2203 • Billings, Montana 59103
(406) 896-0250 • Fax (406) 896-0255 • email: rhafer@highplainsarchitects.com

City Council Regular

| | |
|---|---|
| Date: | 11/14/2022 |
| Title: | W.O. 23-11 Downtown 2-Way Street Conversion & Montana Avenue Road Diet, Professional Services Contract |
| Presented by: | Debi Meling |
| Department: | Public Works |
| Presentation: | No |
| Legal Review | Not Applicable |

## RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 23-11 Downtown 2-Way Street Conversion & Montana Avenue Road Diet to DOWL in the amount of $599,534.

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

A Downtown Traffic Study evaluating the current transportation network from Division Street to Main Street and 6th Avenue North to Montana Avenue was completed in August 2019. Generally, the study recommended prioritizing the conversion of streets from one-way to two-way within downtown Billings. The conversion from one-way to two-way moves toward a consistent network of two-way streets within downtown Billings. North 29th Street and North 30th Street were successfully converted from one-way to two-way in 2021. Work Order 23-11 will convert the remaining one-way north-south streets from Division Street to North 25th Street, as well as 2nd Ave North and 3rd Ave North. The project will also include necessary roadway maintenance chip sealing and traffic control upgrades to aging signal equipment. Other benefits include increased exposure for downtown businesses, multi-modal connectivity, and accessibility for users. This project will also include the design for a lane reduction, or road diet, on Montana Avenue from North 27th Street to North 21st Street.

The scope of work includes preliminary and final design for the downtown street 2-way conversions as well as the Montana Avenue road diet. Construction contract administration and construction inspection services will be requested separately after the construction contract is bid and duration is determined.This project is an approved FY23 CIP design project. The project is anticipated to be constructed in FY24.

The City requested proposals for professional services from the prequalified list derived from the established Statement of Qualifications. DOWL was selected for the project using the proposal process. Three other proposals were received from KLJ Engineering, HDR Engineering, and Sanderson Stewart. The Consultant selection was based on Project Team and Availability, Project Approach, and Firm Qualifications and Experience related to project needs.

## ALTERNATIVES

City Council may:

- Approve award of Professional Services Contract with DOWL; or,
- Not approve a contract with DOWL. If this agreement is not approved, this work would be delayed and the downtown network will operate in the current state.

## FISCAL EFFECTS

The professional services contract is in the amount of $599,534. The project was budgeted in FY23 using Downtown TIF funds and there is sufficient budget to award the contract.

City Council Regular

| | |
|---|---|
| **Date:** | 11/14/2022 |
| **Title:** | Replace 2 vehicles in Parks/Cemetery fleet |
| **Presented by:** | Mike Whitaker, Parks, Recreation & Public Lands Director |
| **Department:** | Parks/Rec/Public Lands |
| **Presentation:** | No |
| **Legal Review** | Not Applicable |

## RECOMMENDATION

Staff recommends that the City Council approve the purchase of two vehicles from JC Billion in the amount of $102,345.

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

Parks, Recreation, and Public Lands (PRPL) was approved for two replacement vehicles (replacements for Units 1907 -- Cemetery and 1614 -- Parks) through the City's ERP budget process for FY22. However, both were missed during Fleet's normal purchasing time and the budget authority was carried over to FY23. Since that time, PRPL has hired three new full-time parks employees who were each allocated a vehicle, but never received them. Due to this, Parks had to assign three used trucks, approximately 12-14 years old, from seasonals for the new hires, leaving three seasonals without vehicles. This has affected about three person-hours/day because there are not enough vehicles for staff to use.

Truck 1907 for the Cemetery division is approximately 22 years old. In the last few months, 1907 has displayed a noticeable decrease in power. The Cemetery staff has serious concerns about the vehicle remaining in service without significant downtime due to repairs. Should 1907 need lengthy repairs, Mountview Cemetery will have to limit services due to 1907 being the primary method for opening and closing graves.

Finally, without the replacements, parks, trails, parking lots, and Mountview Cemetery will be greatly impacted. Snow removal in the winter will be difficult and take longer, mowing is the spring, summer and fall could be delayed, and of course, grave services postponed at the cemetery.

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

Although the State of Montana competed and awarded vehicle contracts this year, the lack of availability has created problems for cities and states across the nation. At this time, many manufacturers aren't even taking orders until the 2024 models become available. When appropriate vehicles are found, they are typically sold within days. If PRPL is required to directly issue their own call for sealed bid, the process adds 2 months prior to order date. From the date of order, and if the vehicles are available to order, there is an approximate 6-month lead time for delivery.

Therefore, through discussions with City Administration, Finance and Purchasing, it has been determined that an emergency process would be allowable under these exigent circumstances. Fleet and PRPL staff located two appropriate vehicles on-site with JC Billion. PRPL has issued a Purchase Order to JC Billion for the two vehicles are asking for Council approval, after the fact, due to the circumstances.

Staff is requesting that the City Council approve the purchase of two vehicles through JC Billion of Bozeman through an emergency process, rather than a competitively sealed bid, in the amount of $102,345. The vehicles are as follows:

â€¢ One 2023 Dodge Ram 3500 4-wheel drive pickup with chassis cab for the Cemetery Division for $51,788; and,
â€¢ One 2023 Dodge Ram 2500 4-wheel drive pickup for the Parks Division for $50,557.

Vehicle 1907 being replaced will be sold through the City's bi-annual auction. Vehicle 1614 will be retained as a seasonal replacement truck.

## ALTERNATIVES

City Council may:

- Approve the purchase of the 2 vehicles from JC Billion; or,
- Disapprove the purchase of the 2 vehicles from JC Billion, reject the previously placed order and require PRPL to issue a formal call for sealed bids, delaying the procurement by at least 8 months.

## FISCAL EFFECTS

Two replacement vehicles are budgeted in the FY23 Equipment Replacement Fund budget.

City Council Regular

| | |
|---|---|
| Date: | 11/14/2022 |
| Title: | Amendment 3 to Gross Maximum Price with Sletten Construction for the Terminal Expansion Project |
| Presented by: | Kevin Ploehn, Director of Aviation and Transit |
| Department: | Airport |
| Presentation: | No |
| Legal Review | Not Applicable |

## RECOMMENDATION

Staff recommends that City Council approve Amendment 3 to increase the Gross Maximum Price (GMP) with Sletten Construction to $44,829,865 adding $1,143,106 for the additional work to perform the concourse restaurant build out.

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

During initial discussions regarding the scope of work for the Terminal Concourse Expansion Project to determine the GMP, all work for building out the restaurant space was removed other than the construction of the facility shell. Everyone on the design team agreed this was logical since the process for finding a restaurant concessionaire was well into the future, and not knowing how the space might be built out would most likely result in remodeling new space if any work was performed on the restaurant in advance. Subsequently, no pricing was included in the GMP for the restaurant build out. Once the Concessionaire, Sky Dine, was selected and the plans for the restaurant were completed, the Contractor, Sletten Construction, could provide a price for the Airport's portion of the build out, which includes all the rough in work for plumbing and electrical, the HVAC equipment install (hoods, air returns), and the separation wall between dining and the kitchen. The price for this work is $1,143,106 and will increase the GMP with Sletten Construction to $44,829,865. Federal grant funds will pay for $1,009,640 or approximately 88% and the Airport will use local capital funds of $133,466. The contractor anticipates approximately six months to complete the restaurant assuming there are no major material delays.

## ALTERNATIVES

City Council may:

- Approve Amendment 3 to the GMP with Sletten Construction for an additional $1,143,106; or
- Not approve Amendment 3 to the GMP with Sletten Construction and delay the completion of this new concession space located on the new Terminal Concourse.

## FISCAL EFFECTS

The price for this Amendment 3 work is $1,143,106 and will increase the GMP with Sletten Construction to $44,829,865. Federal grant funds will be used for $1,009,640 or approximately 88% of the cost and the Airport will cover the balance with local capital funds of $133,466, which are available in the Airport's capital construction fund.

**Attachments**

Sletten GMP Amendment

# AIA® Document A133™ – 2019 Exhibit A

## *Guaranteed Maximum Price Amendment*

This Amendment dated the 27th day of September in the year 2022 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 27th day of September in the year 2022 (the "Agreement")
*(In words, indicate day, month, and year.)*

for the following **PROJECT:**
*(Name and address or location)*

Billings Logan International Airport Terminal Expansion
1901 Terminal Circle
Billings, Montana 59105

**THE OWNER:**
*(Name, legal status, and address)*

City of Billings, Montana
Aviation and Transit Department
1901 Terminal Circle
Billings, Montana 59105

**THE CONSTRUCTION MANAGER:**
*(Name, legal status, and address)*

Sletten Construction Company
1000 25th Street North
Great Falls, Montana 59403

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

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

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

**TABLE OF ARTICLES**


A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS


### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

**§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.


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**User Notes:** (1146703737)


Init.
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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed forty four million eight hundred twenty nine thousand eight hundred sixty five dollars and zero cents ($ 44,829,865.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

**§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
*(Provide itemized statement below or reference an attachment.)*

Attachment 1 – Sletten Construction Company Proposal #3 dated September 26, 2022 (Skydine TI)

**§ A.1.1.3** The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

**§ A.1.1.4** The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5 Alternates**
**§ A.1.1.5.1** Alternates, if any, included in the Guaranteed Maximum Price:

| Item | Price |
|---|---|

**§ A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|---|---|---|

**§ A.1.1.6** Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
**§ A.2.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ X ] The date of execution of this Amendment.

[ ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

**§ A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.


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**§ A.2.3 Substantial Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: July 1st, 2023

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|---|---|

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

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

**§ A.3.1.2** The following Specifications:
*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

| Section | Title | Date | Pages |
|---|---|---|---|

**§ A.3.1.3** The following Drawings:
*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

| Number | Title | Date |
|---|---|---|
| 1-72 | BIL Terminal Expansion Package #3 – Phase 6 | Issue Date 4.8.22 |

**§ A.3.1.4** The Sustainability Plan, if any:
*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

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

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Other identifying information:

**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:
*(Identify each allowance.)*

| Item | Price |
|---|---|

**§ A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
*(Identify each assumption and clarification.)*

**§ A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:
*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

Addenda #1 dated June 1st, 2022
Addenda #2 dated August 2nd, 2022

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
*(List name, discipline, address, and other information.)*

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

| | |
|---|---|
| **OWNER** *(Signature)* | **CONSTRUCTION MANAGER** *(Signature)* |
| William A. Cole, Mayor<br>City of Billings, Montana | Cliff Garness, Division Manager<br>Sletten Construction Company |
| *(Printed name and title)* | *(Printed name and title)* |


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# *Additions and Deletions Report for*

## *AIA® Document A133™ – 2019 Exhibit A*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:46:11 ET on 11/09/2022.

**PAGE 1**

This Amendment dated the 27th day of September in the year 2022 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 27th day of September in the year 2022 (the "Agreement")

...

Billings Logan International Airport Terminal Expansion
1901 Terminal Circle
Billings, Montana 59105

...

*(Name, legal status, and address)*

City of Billings, Montana
Aviation and Transit Department
1901 Terminal Circle
Billings, Montana 59105

...

Sletten Construction Company
1000 25th Street North
Great Falls, Montana 59403

**PAGE 2**

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed forty four million eight hundred twenty nine thousand eight hundred sixty five dollars and zero cents ($ 44,829,865.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Attachment 1 – Sletten Construction Company Proposal #3 dated September 26, 2022 (Skydine TI)

...

[ X ] The date of execution of this Amendment.

**PAGE 3**

[ X ] By the following date: July 1st, 2023

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...

1-72 BIL Terminal Expansion Package #3 – Phase 6 Issue Date 4.8.22

**PAGE 4**

Addenda #1 dated June 1st, 2022
Addenda #2 dated August 2nd, 2022

...

William A. Cole, Mayor
City of Billings, Montana

Cliff Garness, Division Manager
Sletten Construction Company

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# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, Cliff Garness, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:46:11 ET on 11/09/2022 under Order No. 2114374126 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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Sletten CONSTRUCTION • DESIGN BUILD COMPANIES

LAS VEGAS • PHOENIX • GREAT FALLS • BOISE • CODY

**Billings Logan International Airport Expansion Phase 2-5**
**100% Construction Documents Dated 2/24/2020**
**GMP #3 revised Date 9/26/2022**
**Skydine T.I. Improvements - BLIA 9/26/22**

| WORK SCOPES | | | GMP #1 Ph1 | Skydine TI-BLIA | | GMP #2 | GMP #3 TOTAL |
|---|---|---|---|---|---|---|---|
| DIV. 1 - GENERAL REQUIREMENTS | | | $57,494 | $0 | | $1,685,801 | $1,743,295 |
| DIV. 2 - DEMO WORK | | | $400,000 | $0 | | $1,269,186 | $1,669,186 |
| DIV. 3 - CONCRETE | | | $80,000 | $0 | | $3,099,800 | $3,179,800 |
| DIV. 4 - MASONRY | | | $2,000 | $0 | | $46,750 | $48,750 |
| DIV. 5 - METALS | | | $359,000 | $11,617 | | $4,239,810 | $4,610,427 |
| DIV. 6 - CARPENTRY | | | $31,876 | $4,930 | | $537,670 | $574,476 |
| DIV. 7 - THERMAL & MOISTURE PROTECTION | | | $406,558 | $13,477 | | $4,256,535 | $4,676,570 |
| DIV. 8 - OPENINGS | | | $173,667 | $25,550 | | $1,152,979 | $1,352,196 |
| DIV. 9 - FINISHES | | | $300,424 | $193,774 | | $4,058,848 | $4,553,046 |
| DIV. 10 - SPECIALTIES | | | $3,205 | $4,667 | | $414,495 | $422,367 |
| DIV. 11 - EQUIPMENT | | | $0 | $0 | | $15,919 | $15,919 |
| DIV. 12 - FURNISHINGS | | | $0 | $0 | | $0 | $0 |
| DIV. 14 - CONVEYING EQUIPMENT | | | $0 | $0 | | $758,900 | $758,900 |
| DIV. 21 - FIRE SUPRESSION | | | $52,296 | $38,720 | | $524,064 | $615,080 |
| DIV. 22 - PLUMBING | | | $0 | $203,500 | | $1,890,900 | $2,094,400 |
| DIV. 23 - HVAC | | | $569,866 | $240,840 | | $2,289,205 | $3,099,911 |
| DIV. 26 - ELECTRICAL | | | $274,416 | $267,881 | | $3,683,706 | $4,226,003 |
| DIV. 27 - COMMUNICATIONS | | | $0 | $0 | | $1,155,989 | $1,155,989 |
| DIV. 28 - ELECTRONIC SECURITY & SAFETY | | | $0 | $0 | | $179,696 | $179,696 |
| DIV. 31 - EARTHWORK | | | $957 | $0 | | $1,870,400 | $1,871,357 |
| DIV. 33 - UTILITIES | | | $0 | $0 | | $607,856 | $607,856 |
| **COST OF WORK TOTAL** | | | **$2,711,760** | **$1,004,956** | | **$33,738,508** | **$37,455,224** |
| | | | | | | | |
| | | | | | | | |
| **General Conditions (36 months of Construction)** | | | **$348,440** | **$82,605** | | **$3,169,880** | **$3,600,925** |
| **CGL Insurance** | | | **$13,905** | **$4,650** | | **$166,223** | **$184,778** |
| **Performance and Payment Bonds (CMGC)** | | | **$17,543** | **$5,950** | | **$210,747** | **$234,240** |
| **GENERAL CONDITIONS TOTAL** | | | **$379,888** | **$93,205** | | **$3,546,850** | **$4,019,943** |
| | | | | | | | |
| **Builders Risk Insurance (By Owner)** | | | **$0** | **$1,150** | | **$0** | **$1,150** |
| **CMGC Contingency** | | | **$154,582** | **$0** | **4.5%** | **$1,677,841** | **$1,832,423** |
| **CMGC Fee** | | | **$113,618** | **$32,395** | **3.5%** | **$1,363,712** | **$1,509,725** |
| **GRT** | | **1.0%** | **$0** | **$11,400** | | **$0** | **$11,400** |
| **CONSTRUCTION GMP #2** | | | **$3,359,848** | **$1,143,106** | | **$40,326,911** | **$44,829,865** |
| | | | | | | | |
| | | | | | | | |
| **PHASE II - V TOTAL** | | | | | | | **$40,326,911** |
| **PHASE I TOTAL** | | | | | | | **$3,359,848** |
| **Skydine T.I. Improvements - BLIA** | | | | | | | **$1,143,106** |
| | | | | | | | |
| **PHASE I - V TOTAL (NEW GRAND TOTAL)** | | | | | | | **$44,829,865** |
| | | | | | | | |
| ALLOWANCES INCLUDED IN ABOVE TOTALS | | | | | | | |
| DIV 01 - Temporary Bldg Heat | | | | | | | $134,400 |
| DIV 01 - General Snow Removal | | | | | | | $36,600 |
| DIV 02 - Asbestos Removal and Testing | | | | | | | $100,000 |
| DIV 02 - Selective Demo | | | | | | | $360,112 |
| DIV 03 - Cold Weather Concrete | | | | | | | $174,800 |
| DIV 09 - Intumescent Painting | | | | | | | $10,000 |
| DIV 10 - Lobby Feature and Benches | | | | | | | $75,981 |
| DIV 13 - Kitchen Equipment (skydine) | | | not included | | | | $0 |
| DIV 31 - Excavation and Utility | | | | | | | $400,000 |
| DIV 31 - Ground Thaw Heating for Subgrade Prep | | | | | | | $50,000 |
| **TOTAL ALLOWANCES INCLUDED IN ABOVE** | | | | | | | **$1,341,893** |

Sletten CONSTRUCTION • DESIGN BUILD COMPANIES

LAS VEGAS • PHOENIX • GREAT FALLS • BOISE • CODY

| Skydine T.I. Improvements - BLIA | PERMIT DRAWINGS PROPOSAL | Sletten Construction |
|---|---|---|
| Billings, MT | Permit Set Dated 4/28/22<br>Addendum 1 Dated 6/1/22<br>Addendum 2 Dated 8/2/22<br>Pre-TSA Restaurant Removed Dated 9/26 | 9/26/2022 |

| BUDGET WORK SCOPES | | | 9/26 No Pre-TSA |
|---|---|---|---|
| DIV. 1 - GENERAL REQUIREMENTS | | | $0 |
| DIV. 2 - DEMO WORK | | | $0 |
| DIV. 3 - CONCRETE | | | $0 |
| DIV. 4 - MASONRY | | | $0 |
| DIV. 5 - METALS | | | $11,617 |
| DIV. 6 - CARPENTRY | | | $4,930 |
| DIV. 7 - THERMAL & MOISTURE PROTECTION | | | $13,477 |
| DIV. 8 - OPENINGS | | | $25,550 |
| DIV. 9 - FINISHES | | | $193,774 |
| DIV. 10 - SPECIALTIES | | | $4,667 |
| DIV. 11 - EQUIPMENT | | | $0 |
| DIV. 12 - FURNISHINGS | | | $0 |
| DIV. 13 - SPECIAL CONSTRUCTION | | | $0 |
| DIV. 14 - ELEVATOR | | | $0 |
| DIV. 21 - FIRE SUPRESSION | | | $38,720 |
| DIV. 22 - PLUMBING | | | $203,500 |
| DIV. 23 - HVAC | | | $240,840 |
| DIV. 26 - ELECTRICAL | | | $267,881 |
| DIV. 27 - COMMUNICATIONS | | | $0 |
| DIV. 28 - ELECTRONIC SECURITY & SAFETY | | | $0 |
| DIV. 31 - EARTHWORK | | | $0 |
| DIV. 32 - EXTERIOR IMPROVEMENTS | | | $0 |
| DIV. 33 - UTILITIES | | | $0 |
| **COST OF WORK** | | | **$1,004,956** |
| **General Conditions** | | | **$82,605** |
| **CGL Insurance** | | | **$4,650** |
| **Builders Risk Insurance** | | | **$1,150** |
| **Performance and Payment Bond Rate** | | | **$5,950** |
| **1% GRT** | | | **$11,400** |
| **SUBTOTAL w/ GC's** | | | **$1,110,711** |
| **Contingency** | | 0% | **$0** |
| **SUBTOTAL** | | | **$1,110,711** |
| **Fee** | | | **$32,395** |
| **CONSTRUCTION BUDGET TOTAL** | | | **$1,143,106** |
| FFE | (by owner) | | **$0** |
| Commissioning | (by owner) | | **$0** |
| Building Permit | (by owner) | | **$0** |
| Construction Materials Testing/Inspections | (by owner) | | **$0** |
| Furnish & Install Kitchen Equipment | (by tenant) | | **$0** |
| **ADDITIONAL COSTS TOTAL** | | | **$0** |
| **PROJECT TOTAL** | | | **$1,143,106** |

City Council Regular

| | |
|---|---|
| Date: | 11/14/2022 |
| Title: | Approval of MET Transit Development Plan for the Future Adoption by the Policy Coordinating Committee |
| Presented by: | Rusty Logan |
| Department: | Transit |
| Presentation: | No |
| Legal Review | Not Applicable |

## RECOMMENDATION

Staff recommends that the City Council approve the MET Transit Development Plan and authorize Policy Coordinating Committee (PCC) designee Mayor Cole to convey Council's recommendation to the PCC for final local approval.

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

The City Council received a presentation of the Plan recommendations to guide system updates and enhancements to the Transit system at a Council work session held on October 04, 2022. The City Council is now requested to take action on the Transit Development Plan by approving the Plan and recommending approval of the Plan to the PCC. The PCC will hold a future meeting on the Plan adoption.

The City of Billings MET Transit Division identified the need to conduct a Transit Development Plan update to assess the current state of the Transit system and develop recommended strategies for improvement. The most recent Transit Development Plan undertaken by the Transit Division was finalized in 2015. With Billings experiencing significant growth in recent years and considering the recent passage of increased transit funding at the Federal level, having an approved and feasible plan in place is essential for the MET to continue providing effective transit services in the Billings area. The Plan provides a number of recommendations to enhance fixed-route services in the area while leveraging the approximate 30% increase in Federal Transit Administration funding allocated to the Billings Urban Area. Full implementation is estimated to require an additional five (5) Transit operator positions and will result in the addition of over 250,000 revenue miles annually. After adoption of the Transit Development Plan by the PCC, the implementation schedule of recommended improvements will be contingent on actual Federal funds received and annual budget approval by the City Council.

## STAKEHOLDERS

The Transit Development Plan was programmed within the Unified Planning Work Program for the Billings Urban Area and executed using Federal Transit Administration Section 5303 funding. Federal regulations require the Transit Development Plan to be recommended and approved through the transportation planning process for the urban area. While Billings area Transit service is provided by the City of Billings, this Plan will also receive recommendations from the City/County Planning Board and the Yellowstone County Commissioners before being considered for approval by the PCC.

## ALTERNATIVES

City Council may:

- Approve the Transit Development Plan as drafted and authorize Mayor Cole to provide a positive recommendation to the PCC; or
- Not approve the Plan and instruct Mayor Cole to provide a negative recommendation to the PCC.

## FISCAL EFFECTS

The level of Transit Development Plan implementation and the alternatives chosen will have a fiscal impact on each of the next five fiscal years. If full plan implementation was to take place, the estimated revenue and expense impacts would likely be as shown in the chart below. MET is utilizing remaining CARES Act and ARP funding for a significant portion of operations in FY 23; hence, MET anticipates carrying over approximately $409,775 in FTA Section 5307 operating funds, which will be used to offset the difference in operational costs vs. annual Federal funding shown in the table for FY 24 forward. Formula funds are expected to increase by approximately three to four percent annually through Federal Fiscal Year 2026 based upon the Bipartisan Infrastructure Law (BIL) level of graduated funding increases for transit. The cost differences displayed only account for the additional operating costs in comparison to increases in Federal funding and do not account for additional revenues expected from projected

property tax growth, State revenue growth, or advertising concession growth. MET currently receives adequate local funding levels to meet the projected increases in Federal funding, which typically require a 50% local match for use as operating expenses. After adoption of the Transit Development Plan by the PCC, implementation of the recommended improvements will be contingent upon actual Federal funding received and on the annual budget approval by the City Council.

| FISCAL YEAR | ACTUAL/ESTIMATED FEDERAL INCREASE | ESTIMATED ADDITIONAL COST |
|---|---|---|
| FY 23 | $409,775 carried forward | N/A |
| FY 24 | $624,193 | $745,454 |
| FY 25 | $718,768 | $769,554 |
| FY 26 | $813,343 | $793,655 |
| FY 27 | $907,918 | $817,162 |
| **TOTALS** | **$3,473,997** | **$3,071,916** |

**Attachments**

Transit Development Plan Final Draft




# TRANSIT DEVELOPMENT PLAN 2022

## CITY OF BILLINGS MET TRANSIT

MET TRANSIT

SRF DOWL

September 2022

# TRANSIT DEVELOPMENT PLAN

## BILLINGS, MONTANA

September 2022

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# INTRODUCTION AND RECOMMENDATIONS

# Introduction

## Billings MET

Billings MET Transit (MET) is the local designated recipient for Federal Transit Administration (FTA) 5307 operating funds to provide public transit service. As a department of the City of Billings, MET offers fixed route bus service and Americans with Disabilities Act (ADA) complementary paratransit covering approximately 43.52 square miles almost exclusively within city limits. MET has been providing public transportation since 1973 and currently provides both fixed route (The MET) and paratransit services[1] (MET Plus). Paratransit service was originally established in 1977 by Special Transportation, Inc, which was assumed by the City of Billings MET in 1997.

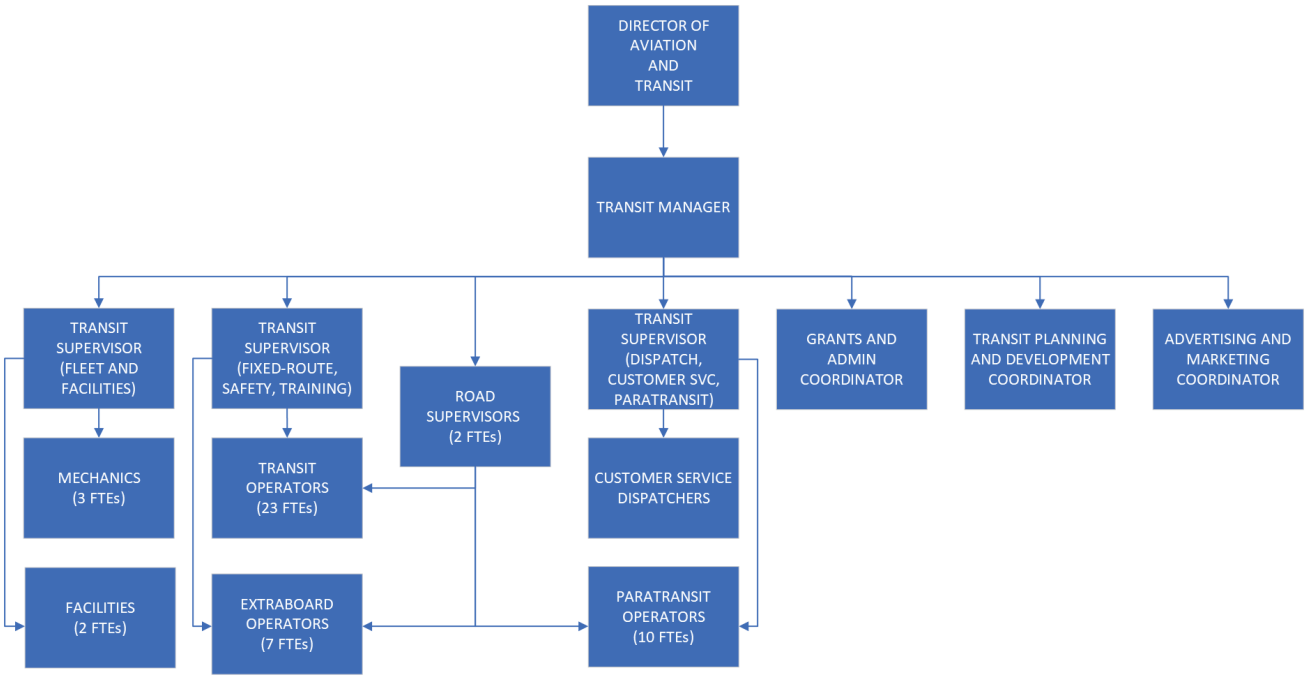
In 2019, MET provided more than 400,000 passenger trips and MET Plus approximately 46,000 trips, using a fleet of 25 buses and 15 paratransit vehicles. Many of the fixed routes are focused on providing service to students as well as daily peak commuters. Annual fixed-route ridership in 2019 was 427,913; due to the COVID-19 health crisis, ridership fell to 373,146 in 2020 and 284,306 in 2021.

### Organization

Currently, MET staff and operations are a division within the Billings Aviation and Transit Department. The head of the transit division is the Transit Division Manager. All roles and organizational structure within the Division are listed in the organization chart in Figure 1. Billings MET Organizational Structure below.

[1] Fixed Route is defined as service provided on a designated route on a regular schedule. Paratransit service is on-demand, door-to-door service provided for qualifying individuals within a defined service area.

Figure 1. Billings MET Organizational Structure




MET recently implemented structural changes within the organization. The first change was replacing a vacant supervisor position with two positions to create Road Supervisors; current Transit Supervisors have little time to be on the road for direct supervision of operators. The second was to hire a planner for the division. The road supervisors and planner positions were added in Summer 2022.

MET has recently focused its recruitment efforts on individuals without commercial driver's licenses and who have experience in healthcare, customer service, and other human centric jobs; this has resulted in improved recruitment for vacant operator positions. MET is currently in the process of constructing a dedicated training lot and is fulfilling the requirements of the new FMCSA Entry Level Driver training regulations.

## Project Purpose and Scope

In 2016, MET addressed findings of its previous Transit Development Plan (TDP) through elimination of redundant fixed-route services and expansion of all day service on various routes. However, these re-alignments did not have the immediate intended effect of growth in ridership and overall improvement of convenience of the system. The 2022 TDP provides strategic guidance for a sustainable transit system to serve the community. The overall desired outcome for the TDP is to provide a public transit system that offers travel options to residents, employees, and visitors who cannot or choose not to drive. Other outcomes for the TDP are to:

- Improve the efficiency of the existing service
- Assess opportunities to serve areas where requests for service have been received through other public involvement programs
- Meet needs expected from future regional growth
- Develop operating and capital cost estimates to serve future growth areas

The project scope includes the following:

- Identification of travel needs and gaps between needs and the service provided
- Service evaluation, including performance indicator evaluation and comparison with peer agencies
- Development of recommended fixed-route service plans
- Community engagement
- Exploration of additional service concepts to address current and/or anticipated future gaps

## Project Team

The TDP project team was led by the Transit Manager at Billings MET. Staff from SRF Consulting provided technical expertise and content creation. A Study Review Committee (SRC) met periodically over the course of the project to provide input and oversight.

# Recommendations

## Overview

The core goal of the transit development plan (TDP) is to assess current service, determine whether adjustments are warranted, and identify service improvement opportunities that fill gaps and address any issues with current service. Improvements to service may include right-sizing how often routes run (frequency), hours of service each day, the service area and/or the range of services provided across the city. As needs and conditions vary across the city, solutions provided as recommendations include a mix of the ideas mentioned above.

**BIL Provides More Federal Funding**

The law, covering the period from 2022 through 2026, includes an average of

**30%**

more transit funding

Passage of the Bipartisan Infrastructure Law (BIL) has created opportunities for MET to implement added service as federal funding in the law reflects an average of a 30 percent increase over FAST Act levels. An increase of 30 percent in federal operating funds, that will be matched with local funding, opens to MET the potential to develop scenarios that would:

- Add service reflective of about three new or expanded routes. These could include expanding the area of the community covered with transit, adding to the number of routes in the current service area decreasing the walk distance for customers, or extending service to surrounding communities where it makes sense.
- Convert two to three routes from 60-minute frequency to 30-minute.
- Add up to two hours of service each weekday.
- Adding service on Sunday.
- Providing new service types such as microtransit that is a demand response type service supporting same day trips.

The TDP also provides an opportunity to address the cost-effectiveness of services provided. A key area MET has identified to review is the flag stop type of service provided. In this service, customers can "flag down" a bus anywhere along a route that is considered safe to either get on or off. This type of operation, while providing customers a choice as to where to get on or off, adds to their travel time once on a bus as it typically results in more stops (adding dwell time) on each run relative to service with pre-set or designated stops. Under a designated stops format, bus stop signs identify where customers can get on and off. Signs would be located about three blocks apart, which still allows for a short walk to/from a stop. The benefits of fixed stops are two-fold: First, MET can better plan and stay on schedule as they have a much better understanding of where they need to stop along each route and second, the system would be easier to understand for new and existing riders.

## Fixed-Route Redesign

As a first step, this plan proposes to redesign the existing fixed-route network through a combination of:

- Relocating segments of selected routes to reduce redundancy.
- Removing/relocating unproductive segments on a number of routes and reapplying the service to other corridors expected to increase use. Productivity was measured as the number of people boarding at stops along a segment over a year.
- Taking parts of multiple routes and combining them to develop a new route anticipated to better serve areas of the community.
- Eliminating the downtown circulation parts of Route 1 MET-Link and replacing transit supportive areas served by MET-Link with other fixed-route service to retain connectivity.

The goal of the route redesign is to provide a better rider experience across the service area without requiring more funding. The redesigned network would achieve this by revising parts of the current route network so that buses spend more time on corridors with high demand, by reducing or eliminating loops, and by providing improved connectivity between transit oriented land uses. Redesign route changes include adding service in areas that need more coverage, while reducing coverage in areas that are currently over-served (reflected in a lower number of boardings at stops along route segments).

The changes are shown in Figure 2 as a system-wide overview and in

Figure 3 through Figure 12 on a route level. The most important elements and benefits are summarized in Table 4.

Figure 2. Recommended Redesign MET Transit Network

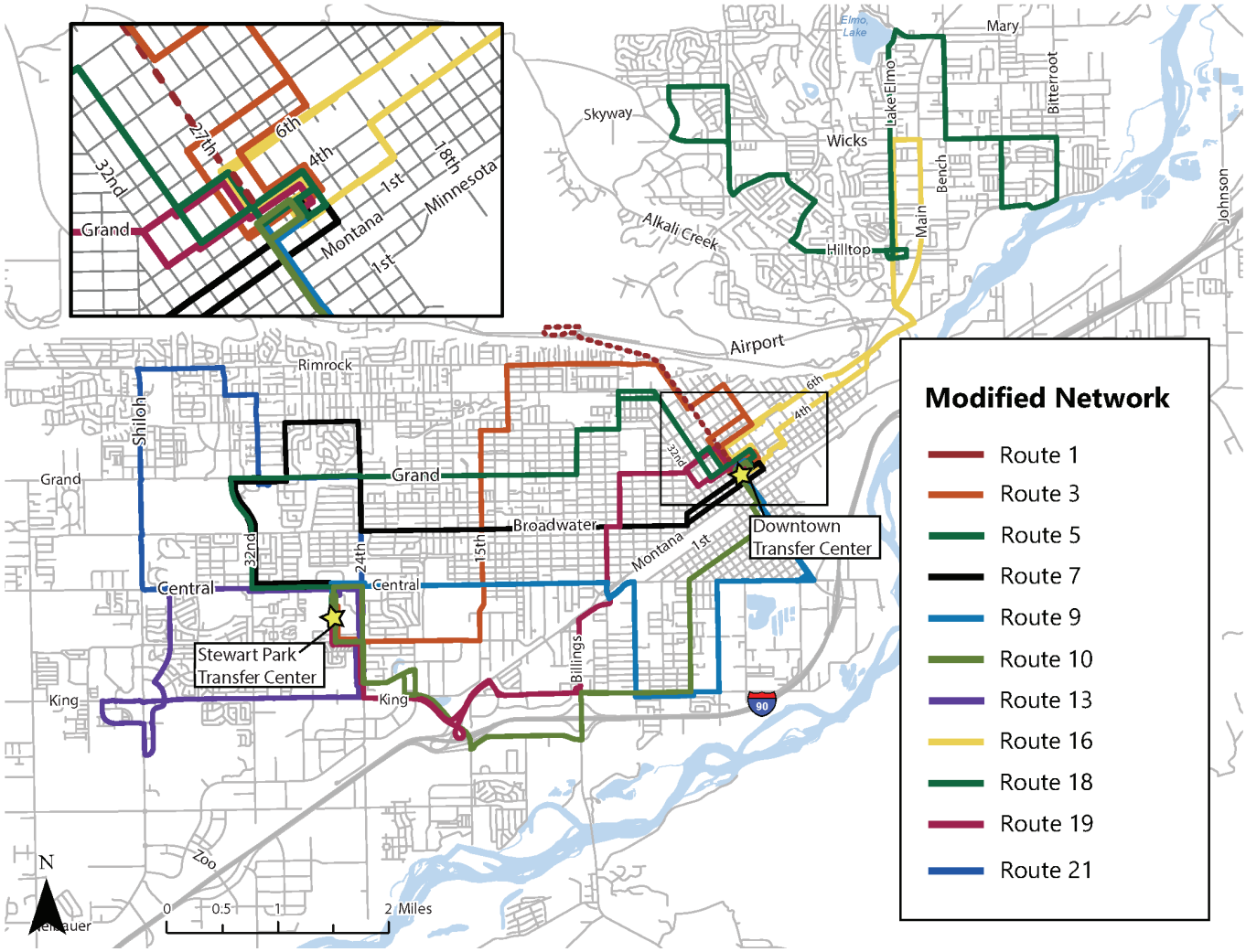


Table 1. Summary of Recommended Redesign Route Changes

| Route(s) | Changes |
|---|---|
| Airport | Becomes Airport Route operated as part of extra drivers added to fill break gaps in schedule. The actual service schedule will be determined as the Redesign is refined through route assignments. The route will not operate as a circulator through downtown Billings. |
| 3 | The new Route 3 would be almost identical to the existing route with small routing changes through downtown to provide coverage. |
| 5 A/B | Becomes singular, bidirectional Route 5 to improve legibility. Route 5 would no longer run in Shiloh Rd corridor, but travel on Zimmerman Trail and 32 St W. Access to/from downtown would be through the medical corridor on N 30th Street. |
| 7 | Route 7 (Broadwater) would follow mostly the same route. It would not travel as far west as Shiloh Rd and provide sone service north of Broadwater Ave on Colton Blvd and Grand Ave. to access Will James Middle School. |
| 9 | The new Route 9 (Central) would cover the same area as the old route with bidirectional service, with the exception of some rerouting in the South Central neighborhood to provide adequate coverage. |
| 10 | The new route 10 (Southside) would cover generally the same area as the current Route 10 but it would serve part of the South Central neighborhood where Route 19 currently covers. West of Laurel Road, the new Southside would take a more direct route to Stewart Park Transfer Center. |
| 13 | The new Route 13 (Westend) is a simplified and shorter version of the existing route. It would travel in a clockwise loop starting from Stewart Park Transfer Center and serve Shiloh's Crossing and other retail locations West of S Shiloh Rd. |
| 14 | Route 14 (Alkali) would suspend service. Most of the service area would be replaced by other modified routes. |
| 15 | Route 15 (Hilltop) would suspend service. Most of the service area would be replaced by other modified routes. |
| 16 | The new Route 16 would be one of two routes serving Billings Heights. The new route would be much shorter than routes currently traveling between downtown and the Heights. Proposed Route 16 provides the opportunity for fast and frequent (every 30 minutes) trips from The Heights to downtown Billings, and connections to the rest of the city. |
| 17 | Route 17 (Bench) would suspend service. Most of the service area would be replaced by other modified routes. |
| 18 | Route 18 (Heights) would change to a bidirectional "circulator" that travels across Billings Heights without returning to downtown Billings. Access to other routes in the network would be provided through the higher frequency Route 16. |
| 19 | Route 19 (The Loop) would change significantly. The new route would provide more service south and southwest of downtown. It would also expand west and end at Stewart Park Transfer Center. |
| 24 | Route 24 (Poly) would suspend service. The new system would continue to provide service to the high activity destinations of Route 24. |

# Route by Route Changes

## Airport (1 MET-Link Replacement)

The MET-Link (Route 1) in its current configuration provides three primary functions:

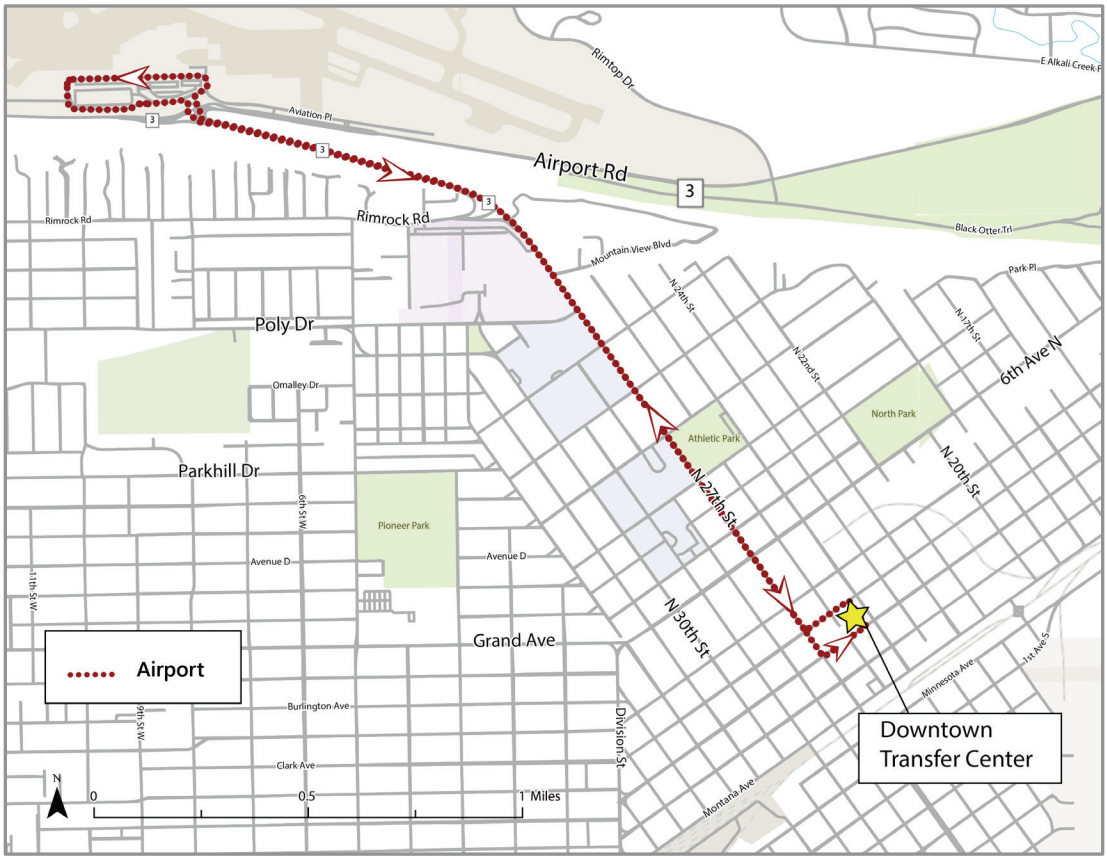
- Connects the medical corridor, including St Vincent Hospital with the downtown transit center that provides connectivity to the remainder of the city.
- Provides a downtown circulator.
- Provides a service connection to Billings Logan International Airport.

The area of downtown circulator coverage is relatively easily/conveniently walkable. Thus, as part of the Redesign, the cost associated with this function was scrutinized relative to the benefit provided. The result was a recommendation to eliminate the circulator function provided through the MET-Link (Route 1), while retaining the airport service element. The other two functions (medical corridor connectivity and access to the airport) are retained in the Redesign through:

- Routing the Grand (Route 5) along N 30th Street to serve the medical corridor from the west side.
- Operating the Crosstown (Route 3) in the N 27th street corridor to provide walkable service to the medical corridor from the east.

In the base Redesign network, both the Grand (Route 5) and the Crosstown (Route 3) would run on a 30-minute schedule from/to the downtown transit center. The proposed changes as part of the Redesign would provide more opportunities for connectivity to the Stewart Park Transit Center, while retaining convenient service to/from downtown. Service to the airport would be retained as part of the "Extras" trips whose primary function is to fill in schedule gaps resulting from scheduled, required driver breaks. The route for the "Extras" trips is displayed in Figure 3. Using Extras drivers, there would be time to both the fill in the schedule gaps and retain service to the airport.

Figure 3. Airport Route (MET-Link Replacements)



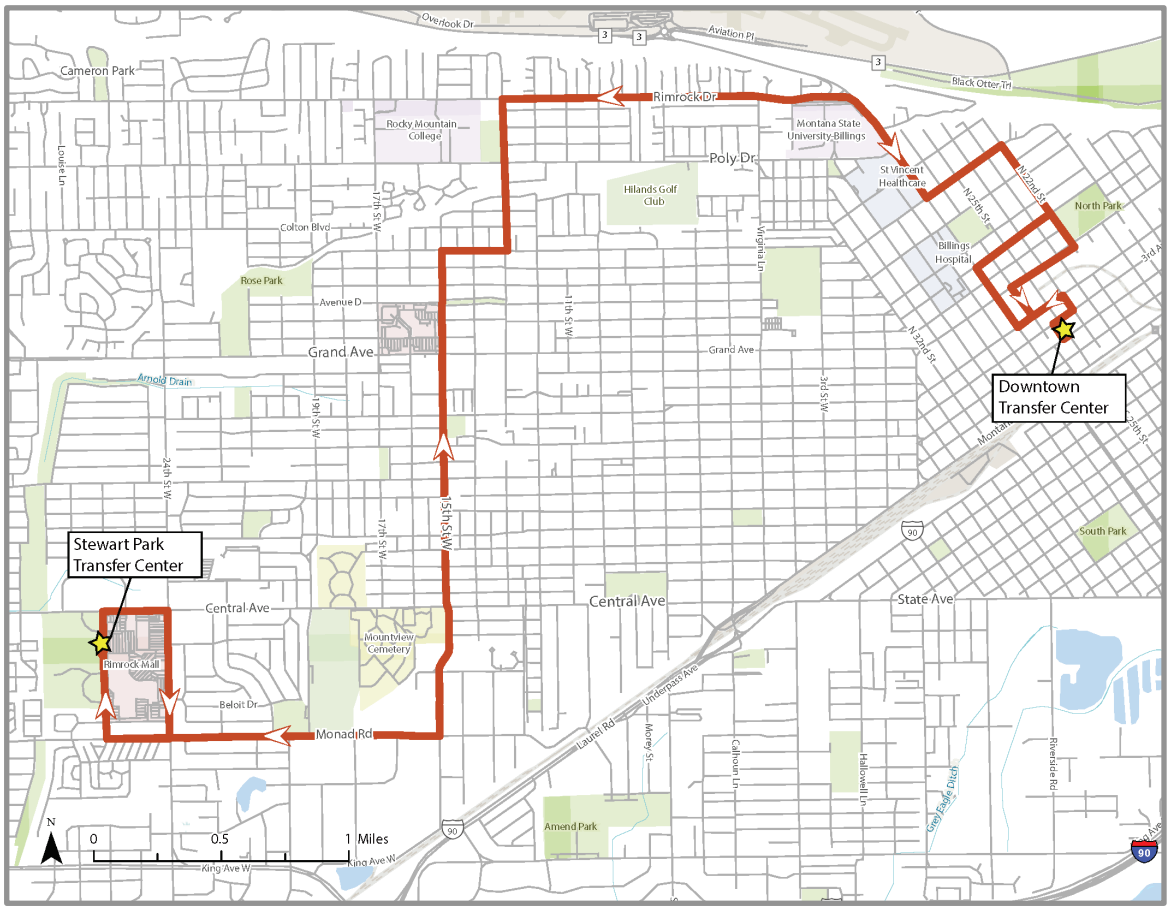
## Crosstown (Route 3)

In the Redesign, the general service area of the Crosstown (Route 3) is retained; however, there are several locational adjustments to the routing, including:

- Travel in/out of downtown on N 27th Street from N 30th Street (Note: Grand Route is changed to replace the N 27th Street service area)
- Rimrock Drive rather than Poly Drive from N 27th to Rocky Mountain College (Note: Grand Route is changed to provide some Poly Drive service)

The more significant change/improvement provided through the Redesign concept is that frequency of service for the Crosstown (Route 3) doubles to 30 minutes from the current 60-minute service.

Figure 4. Redesign Network Crosstown (Route 3)

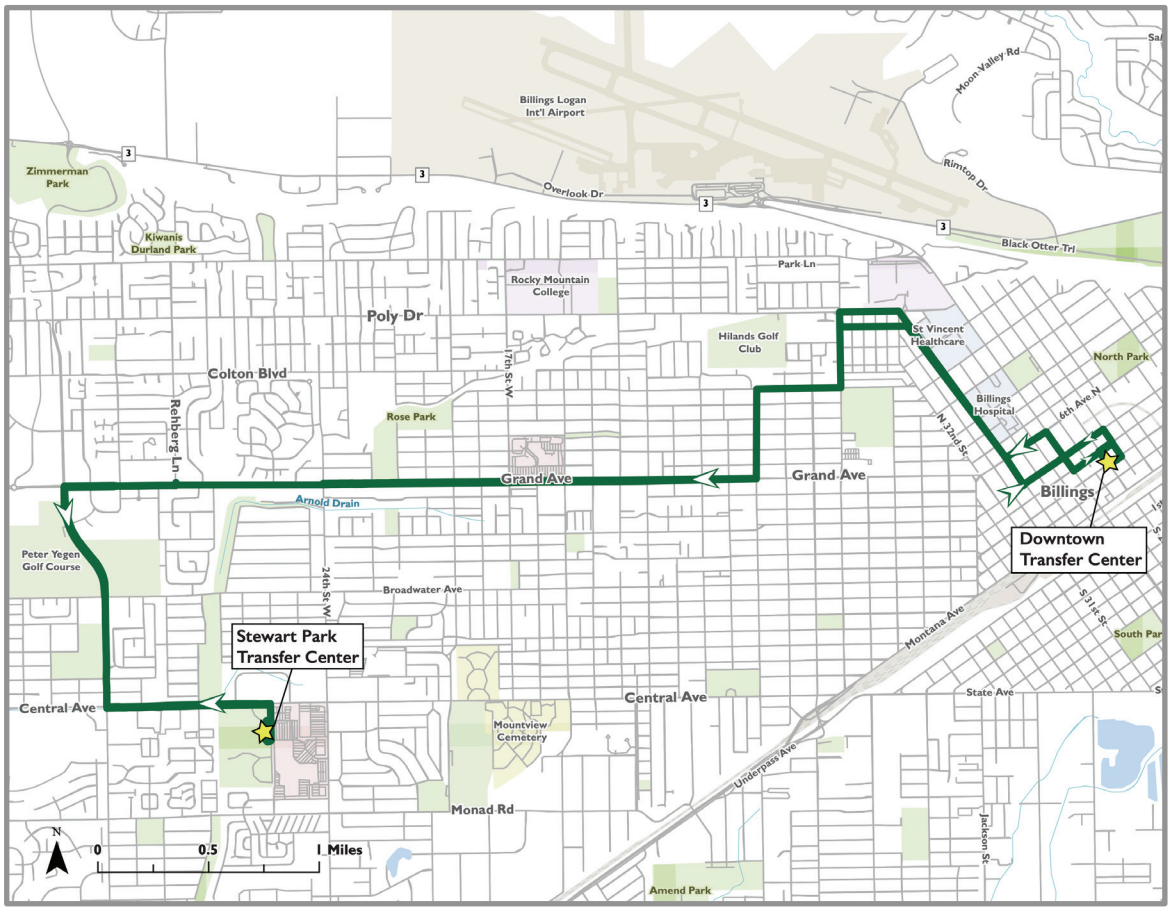


## Grand (Route 5)

Primary revisions to the Grand Routes (A and B) result in removing the loop operations on the west end, truncating the western reach of the route from Shiloh Road to 32nd Street W and adjusting the route to serve the medical corridor outside downtown. Routing changes establish a completely bidirectional path that would continue to be operated with two buses running opposite time schedules from Stewart Park and the downtown transit center. Critical to the route is retaining a 30-minute service frequency.

Changes made to the route in/out of downtown ensure walkable access to medical uses along N 30th Street, including Billings Hospital and St. Vincent Healthcare. Modifying the route to include the medical corridor also provides a logical connection to the Pleasant View Apartments area, which is a higher density residential area that does not have very direct service with the current network.

Figure 5. Redesign Network Grand (Route 5 A/B)



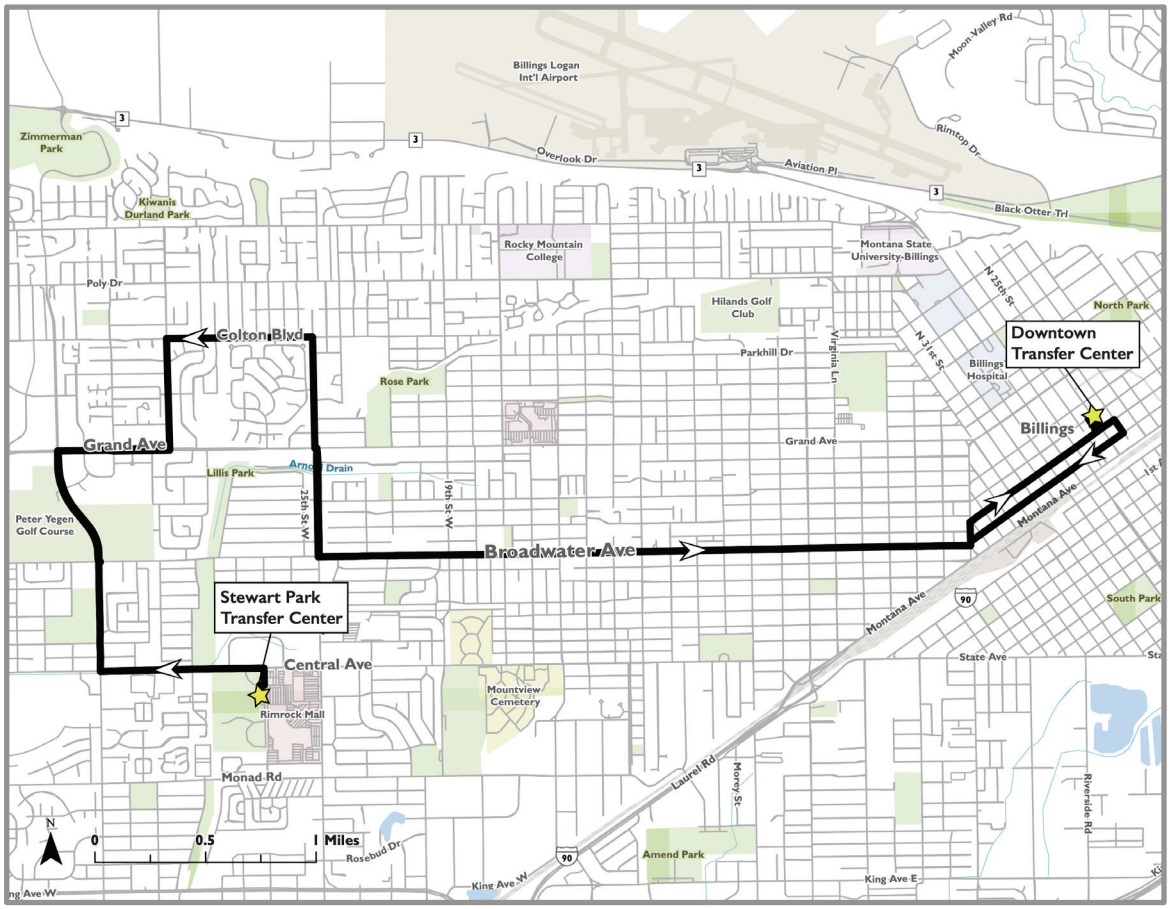
## Broadwater (Route 7)

Modifications to Broadwater (Route 7) proposed as part of the Redesign network support the following:

- Reallocation of relatively unproductive service on Shiloh Road to 32nd Street W. The drainageway running along the west side of Shiloh Road interferes with the ability to provide a west side walkway as there is on the east. The arterial nature of the roadway creates a barrier to the convenient street crossing needed to support boardings and alightings in this area. These conditions along with how far uses are set back from Shiloh Road on the west side result in poor productivity. Thus, relocating the service to another path (32nd Street) has the potential to improve use and productivity of the route.
- A final key element of the route change is to provide convenient all-day access to Will James Middle School via the 24th Street-Colton Boulevard-Rehberg Lane segment. Through all-day access, the need to operate a separate school tripper in the morning and afternoon is eliminated. The need for a deviation to provide a closer morning drop-off and afternoon pick-up can be determined as the more detailed route analysis is completed. The key is the deviation would be a minor service relative to continuing the school tripper service.

Service frequency on Broadway (Route 7) would be consistent with today at 60 minutes.

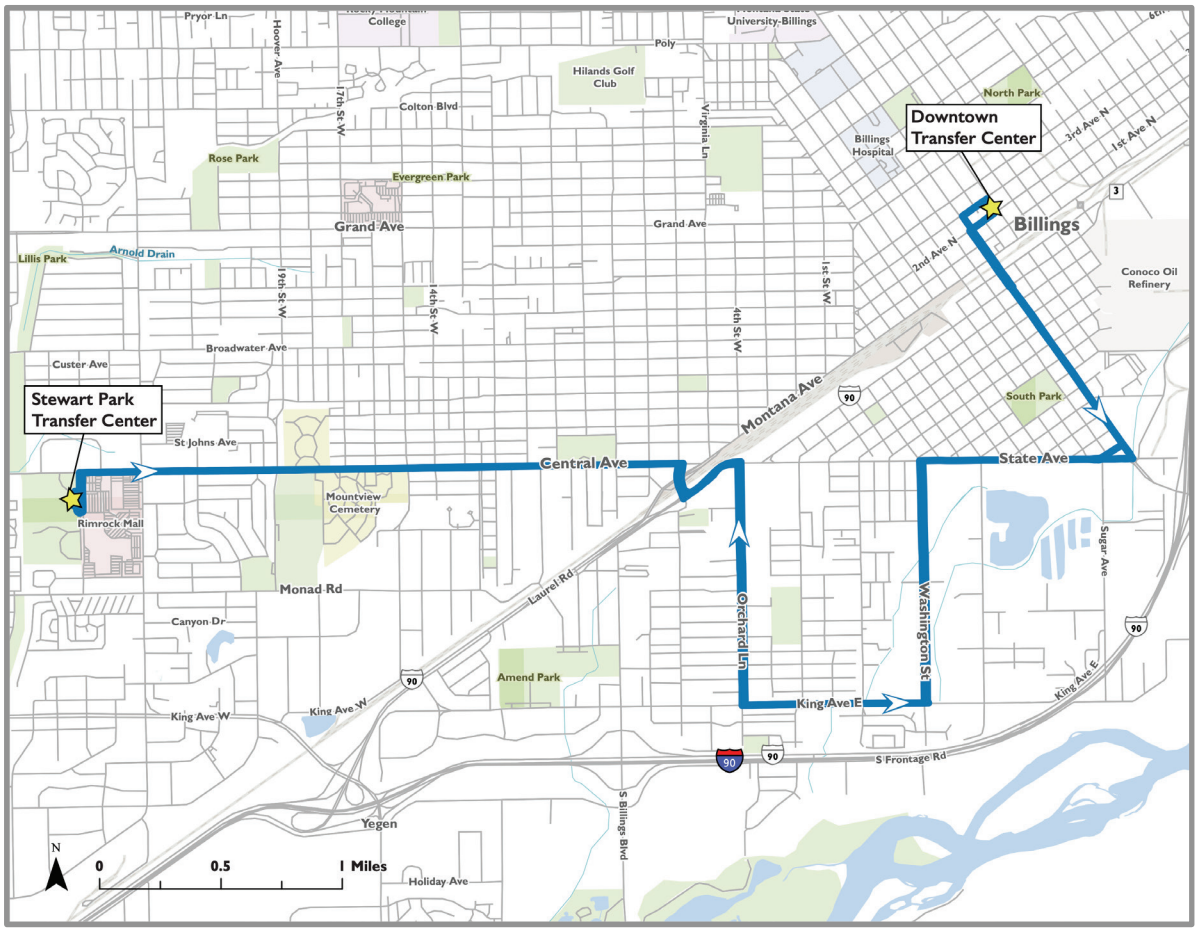
Figure 6. Redesign Network Broadwater (Route 7)



## Central (Route 9)

Changes to the Central Route (Route 9) proposed in the Redesign represent a hybrid of the current Central Route and the Southside Route. From the downtown transit center to the Fraser Tower area near S 27th Street/State Avenue, the Redesign concept reflects the current Southside Route path. From S 27th Street/State Avenue, the route generally follows the current Central Route, with the exception of running on Washington Street rather than Hallowell Lane as it does today. The Southside Redesign fills the gap created by shifting the Central Route to Washington Street. The current 60-minute frequency would be retained in the Redesign.

Figure 7. Redesign Network Central (Route 9)

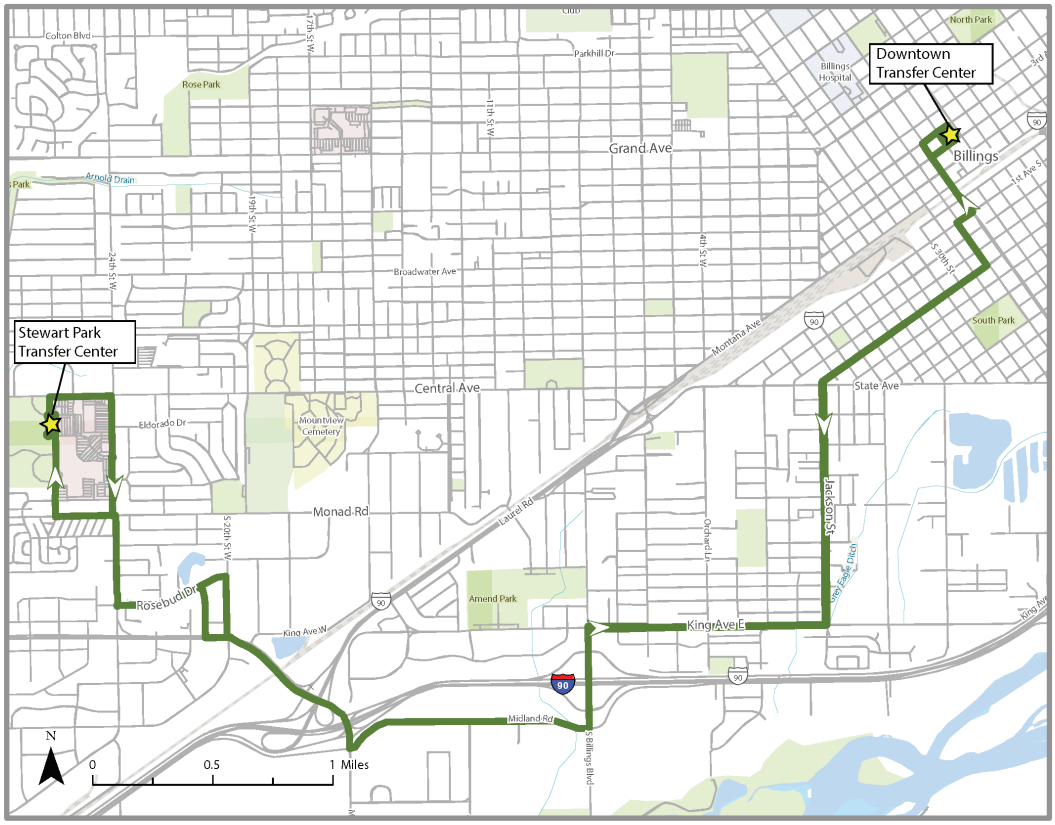


## Southside (Route 10)

Changes to the Southside Route (Route 10) proposed in the Redesign connect some areas that today are served by the Central Route and the Southside Route, while also introducing service along King Avenue E and Midland Road north and south of I-90, respectively. The Redesign concept provides a direct connection from areas around Ponderosa Elementary School to retail areas at King Avenue W/S 24th Street, which connects complementary uses that do not have direct service today. In addition to providing the south side residential-to-retail connection, the route also provides a second connection to the Stewart Park Transfer Center and other routes in the Westend.

In the Redesign, it is proposed to provide 30-minute frequency service on the Southside Route (Route 10), an improvement over the 60-minute service today. Figure 8 displays the proposed path for the Southside (Route 10).

Figure 8. Redesign Network Southside (Route 10)

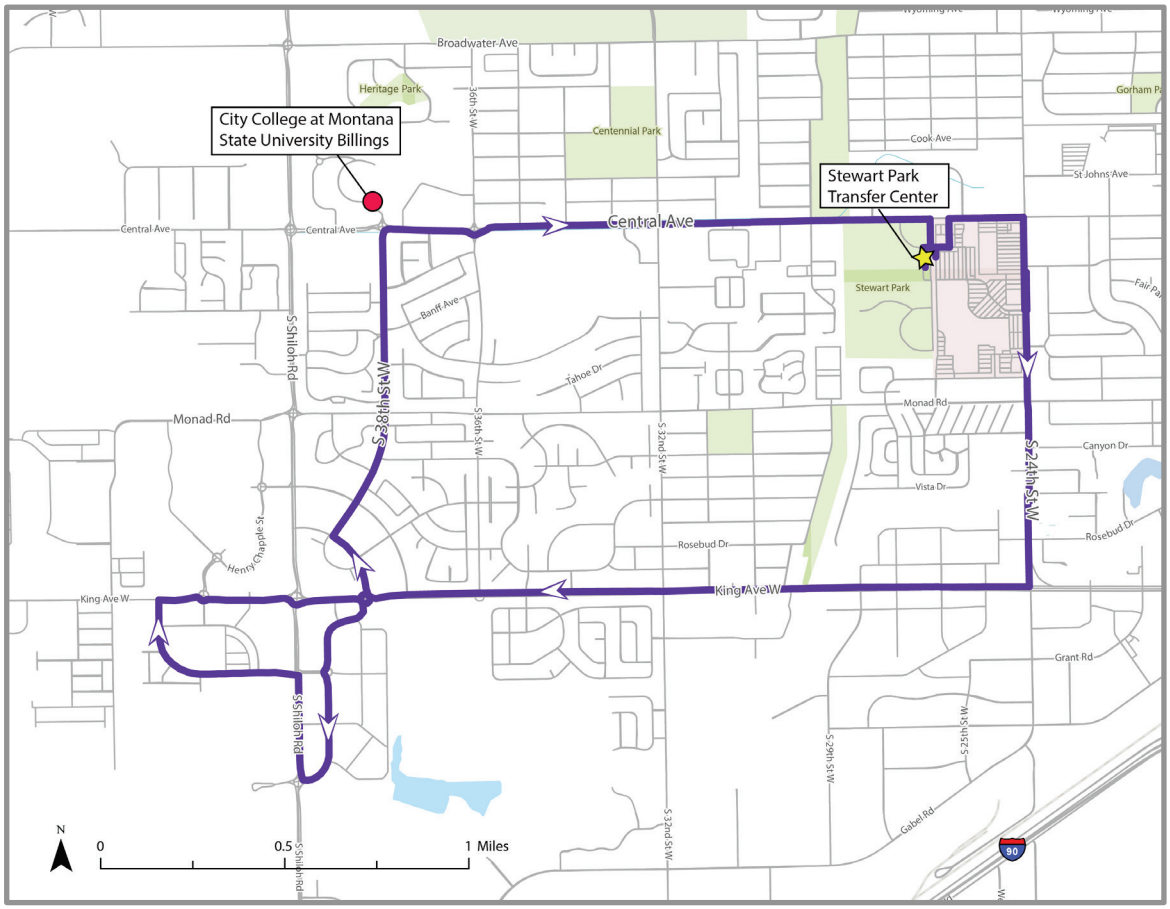


## Westend (Route 13)

The Redesign Westend (Route 13) is a shorter version of the existing route; it eliminates the Shiloh Road-Pierce Parkway-32nd Street W loop. The loop portion of the route has typically carried few riders, which could be due to the loop routing that is not very convenient, low density development along this portion of the route and the more auto-oriented uses along the path. Retained in the Redesign is service on King Avenue W to provide connectivity between growing residential areas west of Shiloh Road and retail uses along King Avenue W. Additionally, the redesign maintains service to the City College at Montana State University Billings, as indicated on the map in Figure 9.

While the Westend (Route 13) Redesign provides a loop, which is generally less convenient for customers, 30-minute service frequency provides some offsetting benefit to travelers.

Figure 9. Redesign Network Westend (Route 13)



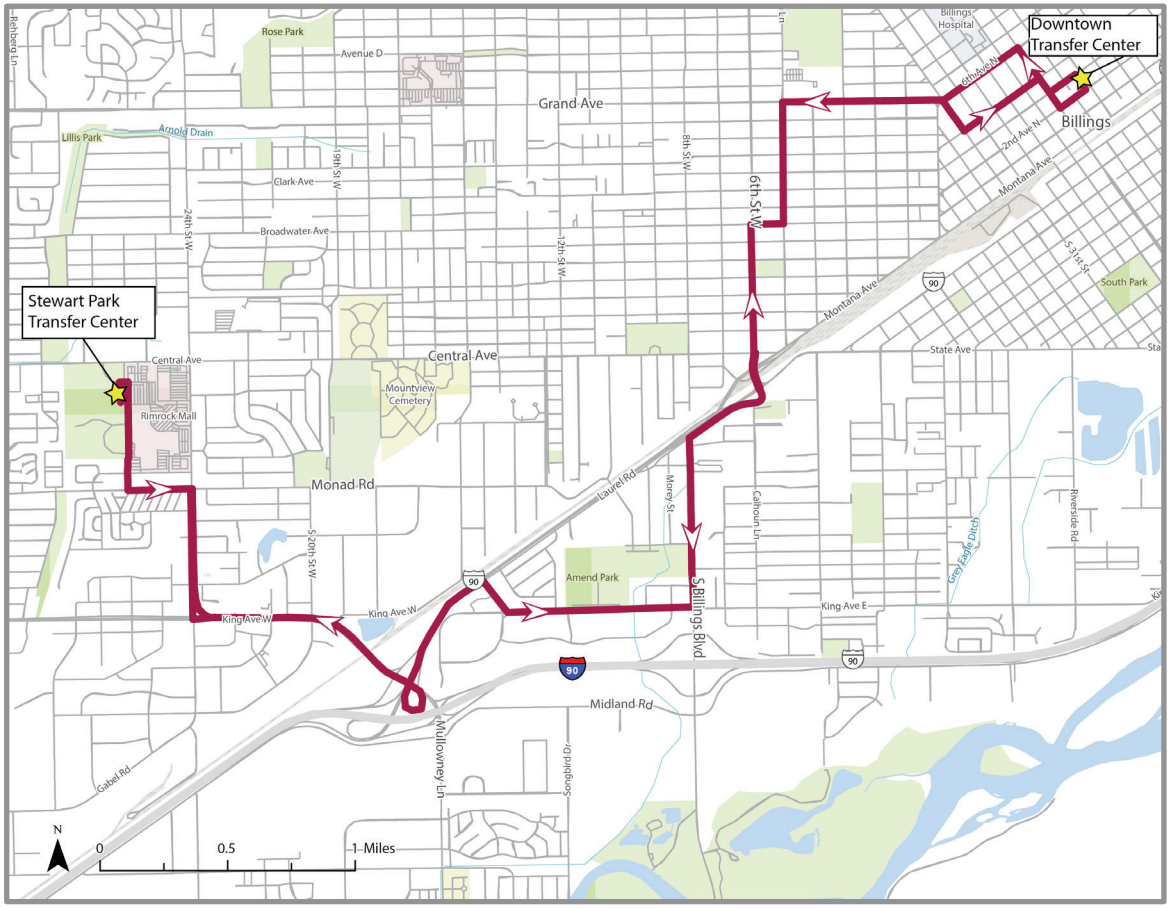
## Route 19

Josephine (Route 19) in the Redesign combines elements of the Loop and the Westend into a route that fills a substantial north-south service gap in the near west side. The Redesign network route retains the downtown transit center to hotel employment opportunities and Amend Park at King Ave E north of I-90. Throughout the south side, Josephine (Route 19) supports/complements parts of the Southside Route (Route 10). Desired in the south side area is more direct access between residential area east of Laurel Road to retail commercial areas at King Avenue/24th Street W. This connection is provided through redesigned Loop (Route 19).

Redesign Josephine (Route 19) would fill the north-south service gap created through the Southside (Route 10) redesign along 4th Avenue S and Jackson Street.

In the Redesign, Josephine (Route 19) would operate on a 60-minute frequency, consistent with current service.

Figure 10. Redesign Network Josephine (Route 19)



## Billings Heights Routes

The five current routes that cover the Heights have been consolidated to two routes providing all-day service along key corridors. The service concept is made up of two components:

- Heights Rapid Service (Route 16): The Rapid (Route 16) provides higher frequency connector service between the downtown transit center and the center of Billing Height retail areas at Main Street/Wicks Lane. Northbound the route would use Main Street to get from downtown Billings, while on the southbound return, travel would occur along Lake Elmo Road. Running along Lake Elmo Road provides direct access to pockets of apartments and manufactured houses. The two-lane section along Lake Elmo Road with sidewalk on either side and bike lanes provides a higher-level multimodal corridor complementary to transit service relative to Main Street, while retaining a continuous corridor south of Wick Lane.

The Redesign Heights Rapid traverses approximately 5.5 miles in the round trip from downtown to Wicks Lane. Thus, a 30-minute route can be provided with one driver/bus.

- Heights Circulator (Route 18): The Circulator (Route 18) represents a crosstown route that does not go through a transit center while it stays within Billings Heights. The route provides service within Billings Heights with convenient access and connections between Billings Heights residential and commercial and school areas.

The route is proposed to operate on a 60-minute frequency in off-peak periods and on a 30 minute frequency in the morning and afternoon school peaks to replace school trippers.

The combination of the Heights Rapid (Route 16) and the Circulator (Route 18) provides transfer opportunities along Lake Elmo Road to facilitate transfers to/from the Circulator (Route 18) and other routes in the network through the Heights Rapid (Route 16) that travels to the downtown transit center.

Figure 11. Redesign Network Height Rapid (Route 16)

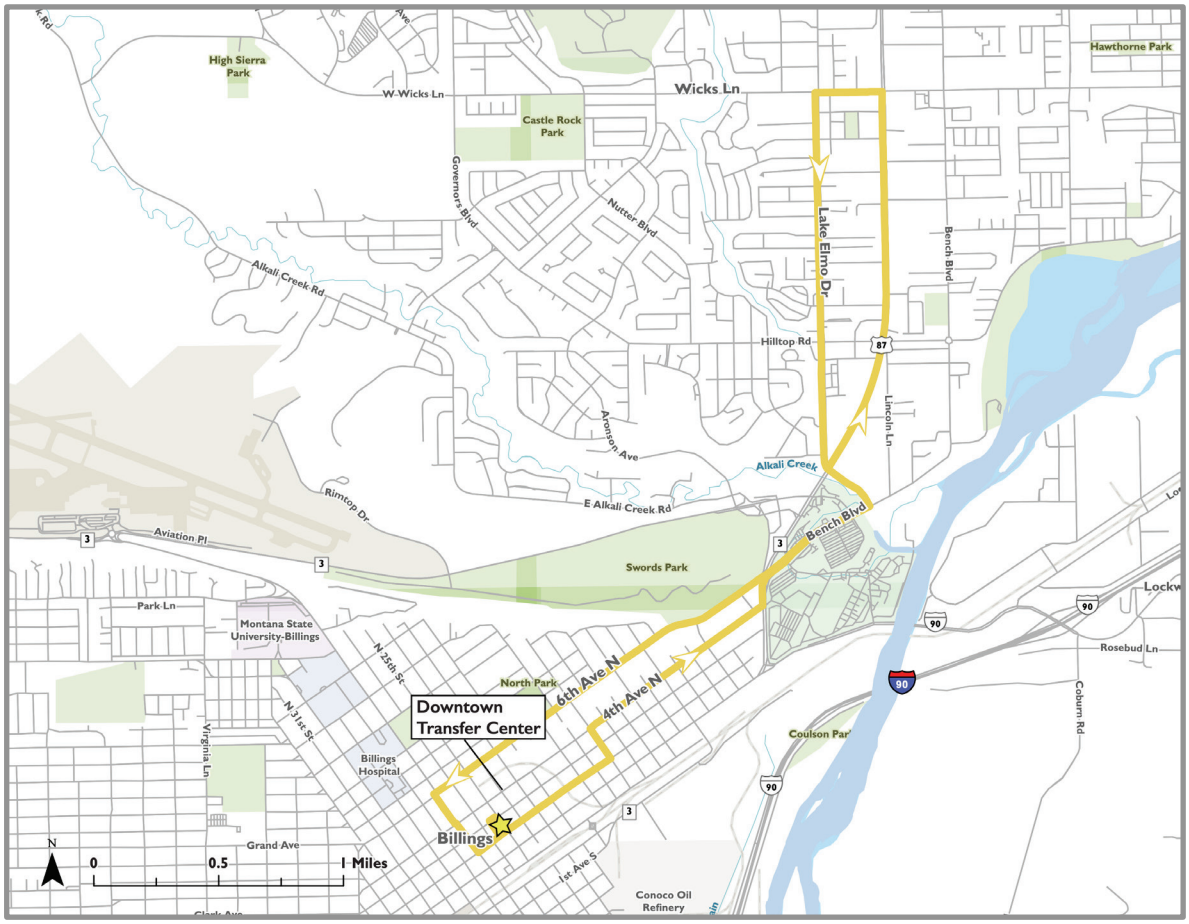
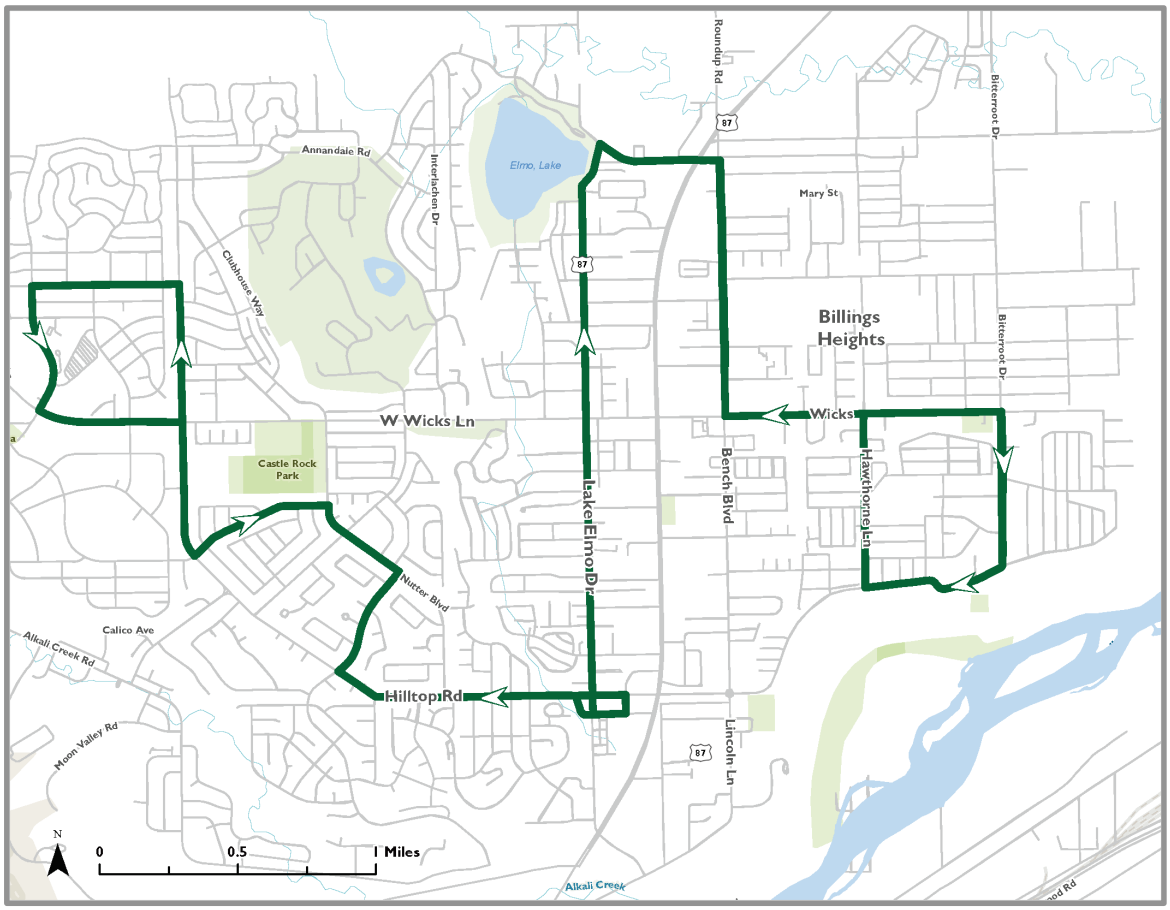


Figure 12. Redesign Network Heights Circulator (Route 18)




## Increased Funding Service Additions

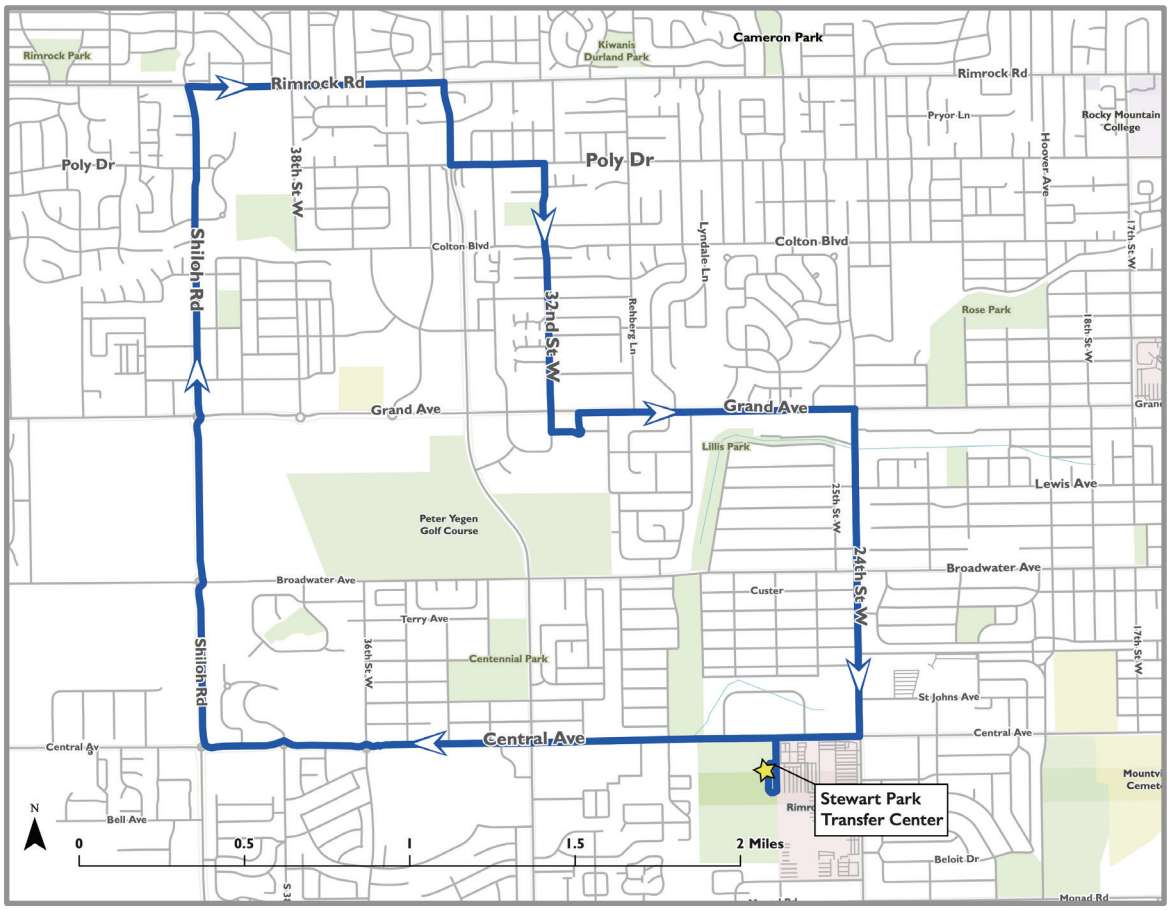
The proposed Redesign service plan adds approximately 10 percent to current operating costs. Thus, with the anticipated 30 percent funding increase through added BIL funding and local match, MET has the capacity to implement additional service expansion.

A significant amount of the feedback MET received from the survey and public engagement conducted as part of this study pointed to a need for more service hours and frequency. This feedback had a strong influence on what improvements have been incorporated into the recommendations. Combining input received through engagement efforts and from analysis of the benefits to the community of various alternatives, recommended additions to the Redesign include:

- Extending the weekday service day by one hour.
- Adding the Northwest Circulator Route that would provide 30-minute service from the Stewart Park Transfer Center and on-route connections to:
  - Grand Route (Route 5)
  - Broadwater Route (Route 7)

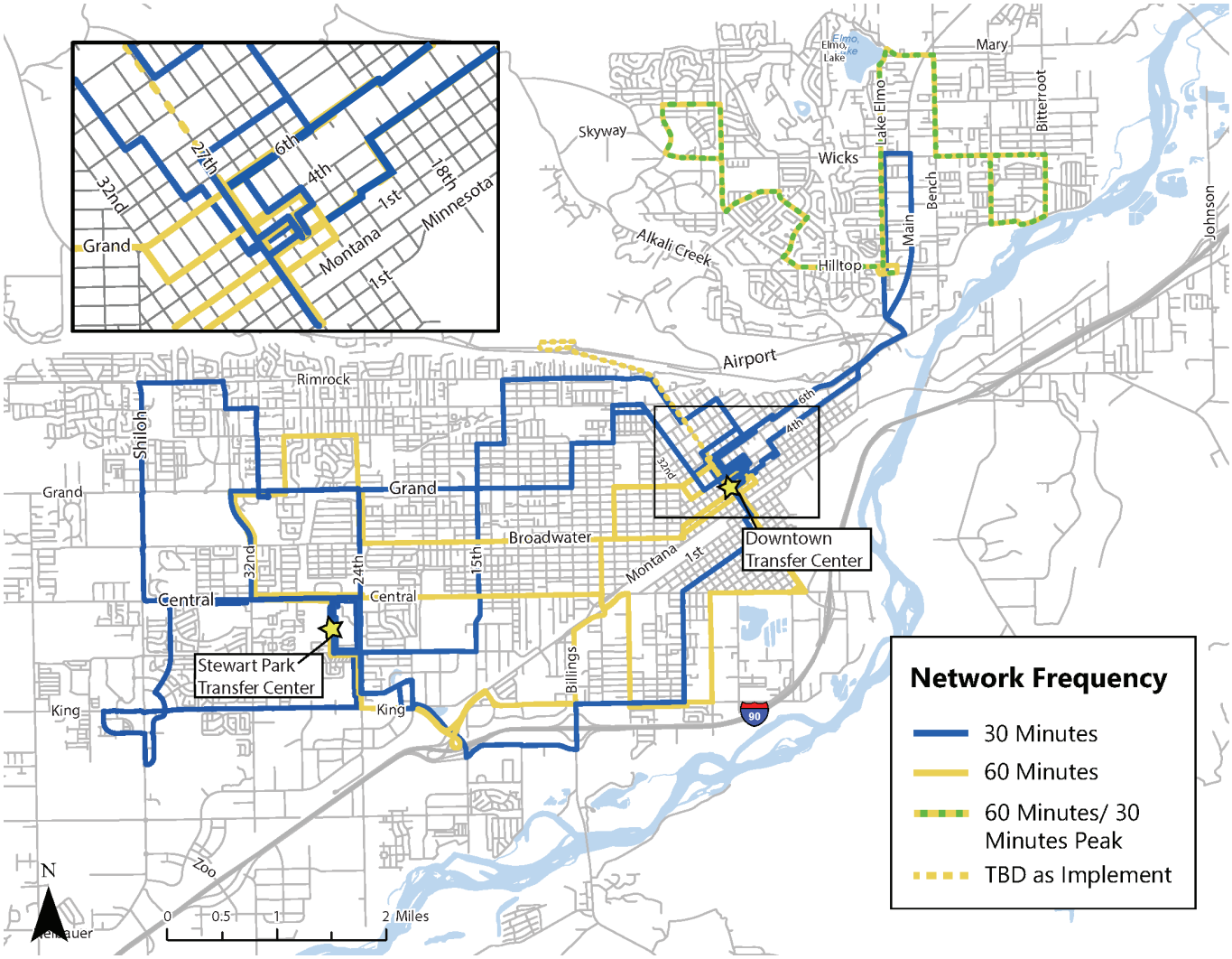
Figure 13 displays the Northwest Circulator Route.

Figure 13. Northwest Circulator Route Path




The expanded federal and local funding would also be used to increase frequency on Crosstown (Route 3) and Southside (Route 10) from 60 minutes to 30 minutes. Grand (Route 5) would continue to provide service every 30 minutes, but as one route rather than a pair that run every 60 minutes. A map with proposed service frequency is shown in Figure 14.

Figure 14. Proposed Service Frequency for Modified MET Network



# Filling Driver Break Schedule Gaps

The current schedule includes two 15-minute driver breaks in the morning, two driver breaks in the afternoon and an hour break over lunch. The impact on the schedule is that the departure time from either of the transit centers shifts ahead by either 15 minutes for the breaks or 25 minutes for lunch. Shifting the schedule creates confusion for customers as they need to understand when the schedule on each route shifts and by how much as there is some variability over the range of routes.

MET is proposing to address the driver break schedule issues through assigning extra drivers whose role will be to rotate through the route schedule filling in for regular route drivers as they complete the breaks included in their labor agreement. MET has accounted for the extra drivers in their budgeted full-time employee headcount. Thus, implementing this improvement will not require additional resources and will be implemented following completion of the TDP. The result will be a consistent schedule for each route throughout the service day.

Figure 15. Example schedule for hourly route

Departure Schedule from Downtown

| Current | Redesign |
|---|---|
| 6:20 AM | 6:20 AM |
| 7:20 AM | 7:20 AM |
| 8:35 AM | 8:20 AM |
| 9:35 AM | 9:20 AM |
| 10:50 AM | 10:20 AM |
| 11:50 AM | 11:20 AM |
| 1:15 PM | 12:20 PM |
| 2:30 PM | 1:20 PM |
| 3:35 PM | 2:20 PM |
| 4:50 PM | 3:20 PM |
| 5:50 PM | 4:20 PM |
| | 5:20 PM |
| | 6:20 PM |

**Schedule Differences**
Fill in Current Breaks
(Adds 2 Trips/Day/Per Route)
(Minor Budget Impact)

# Scheduled Fleet Replacement

Purchase of replacements for fixed route, paratransit and other service vehicles that have met their useful life is an important MET priority. Through replacement of 17 fixed route vehicles in 2021, MET was able to upgrade their fleet, but there are another eight vehicles (22 percent of the fixed route fleet) that will shortly reach or have reached their useful life. Additionally, as paratransit vehicles generally have a useful life of seven years a continuous annual replacement program is needed to keep the fleet of 15 in a state of good repair.

Table 2 highlights the current fleet summary, the anticipated year of replacement and assumptions regarding current replacement cost and annual inflation (escalation) factored into the fleet replacement assessment. While MET was able to replace a substantial number of vehicles in one year, the preference would be to plan on replacing the fleet over several years to better manage the process and the expense of adding new vehicles. Thus, a program based on the following assumptions was established:

- The fixed route buses received in 2021 would be replaced over a three-year period beginning at the first year they are eligible to be replaced. Six vehicles would be replaced per year.
- The eight older fixed route vehicles in the fleet would be replaced when they reach their useful life of 12 years.
- Three paratransit vehicles would be included in the annual budget for replacement every year.

Table 2 documents the replacement schedule and budget requirements for a continual program of replacing fleet vehicles, including non-revenue service vehicles.

Table 2. Vehicle arrangement assumptions

| Vehicle ID | FTA Useful Life (Years) | Eligible Replacement Year | Replacement Cost | |
|---|---|---|---|---|
| | | | Current Yr. | Annual Escalation Rate |
| **Fixed Route** | | | | |
| 1826 | 12 | 2033 | $420,000 | 3.00% |
| 1827 | 12 | 2033 | $420,000 | 3.00% |
| 1828 | 12 | 2033 | $420,000 | 3.00% |
| 1829 | 12 | 2033 | $420,000 | 3.00% |
| 1830 | 12 | 2033 | $420,000 | 3.00% |
| 1831 | 12 | 2033 | $420,000 | 3.00% |
| 1832 | 12 | 2033 | $420,000 | 3.00% |
| 1833 | 12 | 2033 | $420,000 | 3.00% |
| 1834 | 12 | 2033 | $420,000 | 3.00% |
| 1835 | 12 | 2033 | $420,000 | 3.00% |
| 1836 | 12 | 2033 | $420,000 | 3.00% |
| 1837 | 12 | 2033 | $420,000 | 3.00% |
| 1838 | 12 | 2033 | $420,000 | 3.00% |

| Vehicle ID | FTA Useful Life (Years) | Eligible Replacement Year | Replacement Cost | |
|---|---|---|---|---|
| | | | Current Yr. | Annual Escalation Rate |
| 1839 | 12 | 2033 | $420,000 | 3.00% |
| 1840 | 12 | 2033 | $420,000 | 3.00% |
| 1841 | 12 | 2033 | $420,000 | 3.00% |
| 1842 | 12 | 2033 | $420,000 | 3.00% |
| 1818 | 12 | 2021 | $420,000 | 3.00% |
| 1819 | 12 | 2021 | $420,000 | 3.00% |
| 1820 | 7 | 2023 | $420,000 | 3.00% |
| 1821 | 7 | 2023 | $420,000 | 3.00% |
| 1822 | 7 | 2023 | $420,000 | 3.00% |
| 1823 | 7 | 2023 | $420,000 | 3.00% |
| 1824 | 7 | 2023 | $420,000 | 3.00% |
| 1825 | 7 | 2023 | $420,000 | 3.00% |
| **Paratransit** | | | | |
| 1878 | 7 | 2027 | $90,000 | 3.00% |
| 1886 | 7 | 2018 | $90,000 | 3.00% |
| 1879 | 7 | 2027 | $90,000 | 3.00% |
| 1888 | 7 | 2021 | $90,000 | 3.00% |
| 1889 | 7 | 2022 | $90,000 | 3.00% |
| 1890 | 7 | 2022 | $90,000 | 3.00% |
| 1891 | 7 | 2022 | $90,000 | 3.00% |
| 1892 | 7 | 2024 | $90,000 | 3.00% |
| 1893 | 7 | 2024 | $90,000 | 3.00% |
| 1872 | 7 | 2025 | $90,000 | 3.00% |
| 1873 | 7 | 2025 | $90,000 | 3.00% |
| 1874 | 7 | 2025 | $90,000 | 3.00% |
| 1875 | 7 | 2025 | $90,000 | 3.00% |
| 1876 | 7 | 2025 | $90,000 | 3.00% |
| 1877 | 7 | 2026 | $90,000 | 3.00% |
| **Support Vehicle** | | | | |
| 1 | | | $45,000 | 3.00% |
| 2 | | | $45,000 | 3.00% |
| 3 | | | $45,000 | 3.00% |

Table 3. Fleet Replacement Timing and Cost

| | FIXED ROUTE BUSES | | | | PARATRANSIT | | | | SUPPORT VEHICLES | | | | ANNUAL TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Replacement YEAR | Replacement Cost (YOE) | Cost Share (Replace 3 Per Year at UL) Local (15%) | Federal (85%) | Total | Replacement Cost (YOE) | Cost Share (Replace 3 per Year) Local (15%) | Federal (85%) | Total | Replacement Cost (YOE) | Cost Share (5 Year Placement) Local | Federal | Total | Revenue and Non-Revenu Local | Federal |
| 2022 | | | | | $270,000 | $40,500 | $229,500 | $270,000 | | | | | $40,500 | $229,500 |
| 2023 | $1,835,781 | $275,400 | $1,560,400 | $1,835,800 | $278,100 | None Eligible | | | | | | | | |
| 2024 | | | | | $286,443 | $43,000 | $243,500 | $286,500 | | | | | $43,000 | $243,500 |
| 2025 | $1,460,685 | $219,100 | $1,241,600 | $1,460,700 | $295,036 | $44,300 | $250,800 | $295,100 | | | | | $263,400 | $1,492,400 |
| 2026 | | | | | $303,887 | $45,600 | $258,300 | $303,900 | $46,350 | $9,300 | $37,100 | $46,400 | $54,900 | $295,400 |
| 2027 | | | | | $313,004 | $47,000 | $266,100 | $313,100 | $47,741 | $9,500 | $38,200 | $47,700 | $56,500 | $304,300 |
| 2028 | | | | | $322,394 | $48,400 | $274,000 | $322,400 | $49,173 | $9,800 | $39,300 | $49,100 | $58,200 | $313,300 |
| 2029 | | | | | $332,066 | $49,800 | $282,300 | $332,100 | | | | | $49,800 | $282,300 |
| 2030 | | | | | $342,028 | $51,300 | $290,700 | $342,000 | | | | | $51,300 | $290,700 |
| 2031 | | | | | $352,289 | $52,800 | $299,400 | $352,200 | $58,715 | $11,700 | $47,000 | $58,700 | $64,500 | $346,400 |
| 2032 | | | | | $362,857 | $54,400 | $308,400 | $362,800 | $60,476 | $12,100 | $48,400 | $60,500 | $66,500 | $356,800 |
| 2033 | $3,700,705 | $555,100 | $3,145,600 | $3,700,700 | $373,743 | $56,100 | $317,700 | $373,800 | $62,291 | $12,500 | $49,800 | $62,300 | $623,700 | $3,513,100 |
| 2034 | $3,811,726 | $571,800 | $3,240,000 | $3,811,800 | $384,955 | $57,700 | $327,200 | $384,900 | | | | | $629,500 | $3,567,200 |
| 2035 | $3,926,078 | $588,900 | $3,337,200 | $3,926,100 | $396,504 | $59,500 | $337,000 | $396,500 | | | | | $648,400 | $3,674,200 |
| **Analysis Period Totals** | **$14,734,976** | **$2,210,300** | **$12,524,800** | **$14,735,100** | **$4,613,308** | **$650,400** | **$3,684,900** | **$4,335,300** | **$324,745** | **$64,900** | **$259,800** | **$324,700** | **$2,650,200** | **$14,909,100** |

# BACKGROUND

# Transit System Overview

## Fixed-Route Service

Billings MET operates 19 regular fixed routes and one school tripper from 5:50 a.m. to 7:00 p.m. weekdays and operates seven variations of the weekday fixed routes from about 8:10 a.m. to about 5:45 p.m. on Saturdays. Most routes operate at one-hour service frequency in a "pulse" setup with buses simultaneously arriving to and departing from the two MET Transit Transfer Center locations. Each route is described below and illustrated in Figure 16.

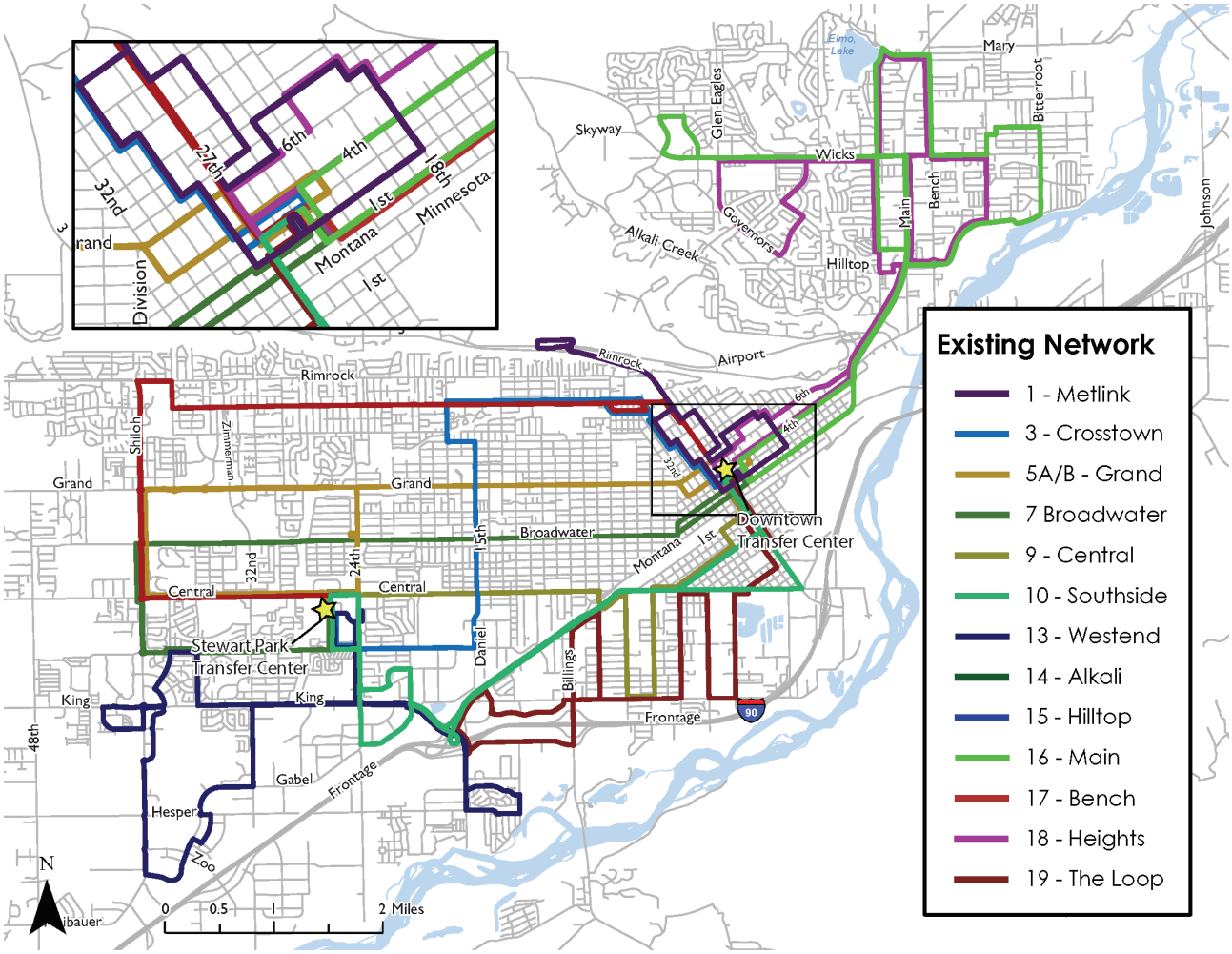
Table 4. Description of Current MET Transit Service

| | |
|---|---|
| 1 | Route 1 – MET-Link serves Downtown Billings and Billings-Logan International Airport. The route travels counter-clockwise around downtown and out and back to the airport along 27th Street. It operates Monday through Friday with 25 trips per day |
| 3 | Route 3 - Crosstown provides service from the Downtown Transfer Center to Stewart Park Transfer Center. Destinations served along the route include the Billings Clinic, Rocky Mountain College, West Park Plaza, and Rimrock Mall. It operates Monday through Friday with 13 trips per day and Saturdays with eight trips per day. |
| 5 A/B | Routes 5A/B - Grand is a primarily east-west route that runs along Grand Avenue and provides service from the Downtown Transfer Center to Stewart Park Transfer Center. The route also serves destinations west of Stewart Park along Shiloh Road including City College. The west end of the route is also a loop along Grand Ave, Shiloh Rd, Central Ave, and 27th St W. Route 5A operates along the loop counterclockwise and 5B operates clockwise. 5A/B operates Monday through Friday with 26 trips per day and Saturdays with eight trips per day. |
| 7 | Route 7 - Broadwater is a primarily east-west route that runs along Broadwater Ave and provides service from the Downtown Transfer Center to Stewart Park Transfer Center. The western end of the route runs north-south along Shiloh Road and east-west along Monad Road. It operates Monday through Friday with 13 trips per day and Saturdays with four trips per day. |
| 9 | Route 9 - Central is a primarily east-west route that runs along Central Avenue and provides service from the Downtown Transfer Center to Stewart Park Transfer Center. At the eastern end, route 9 provides service southwest of downtown in the South Central neighborhood to destinations including the Boys and Girls Club of Billings. It operates Monday through Friday with 13 trips per day and Saturdays with four trips per day. |

| | |
|---|---|
| 10 | Route 10 - **Southside** is a primarily east-west route that runs along State Avenue and Laurel Road. It provides service from the Downtown Transfer Center to Stewart Park Transfer Center. At the eastern end, south of downtown it serves destinations including Riverstone Health, the DMV, and Fraser Tower. On the western end, between 20th St W and Stewart Park, it serves various retail destinations. It operates Monday through Friday with 13 trips per day. |
| 13 | Route 13 – **Westend**, as the name implies, provides service around the west end of Billings. The route includes a loop serving Shiloh Crossing, ZooMontana and the V.A. Clinic. It also has bidirectional service along King Avenue W from 36th St W across I-90 to Songbird Drive. At 24th St W, Route 13 loops north to serve Rimrock Mall on Central Avenue. It operates Monday through Friday with 13 trips per day and Saturdays with eight trips per day. |
| 14 | Route 14 – **Alkali** provides service from the Downtown Transfer Center to Skyview High School in The Heights, traveling through neighborhoods west of Main Street in The Heights. Alkali operates only weekday mornings, making three trips per day. |
| 15 | Route 15 – **Hilltop** provides service along the same route as Alkali. It operates only weekday *evenings*. It makes four trips per day. |
| 16 | Route 16 – **Main** provides service from the Downtown Transfer Center to The Heights. In The Heights, Main travels north on Main Street, out and back on Wicks Lane to Skyview High School, then loops clockwise east of Lake Elmo Road. It operates Monday through Friday with seven trips per day. |
| 17 | Route 17 – **Bench** provides service along the same route as Main, but in the opposite direction in The Heights (counterclockwise east of Lake Elmo Road, out and back on Wicks Lane to Skyview High School, and south on Main Street). It operates Monday through Friday with six trips per day. |
| 18 | Route 18 – **Heights** provides service from the Downtown Transfer Center to The Heights. In The Heights, the route serves neighborhoods east and west of Main Street. Destinations served include Bitterroot Elementary and Elite Dental northeast of Main and Heights Family Practice and Castle Rock west of Main. The route operates Monday through Friday with seven trips per day and Saturdays with eight trips per day. |
| 19 | Route 19 – **The Loop** provides service southwest of downtown in the South Central neighborhood. Contrary to what the name implies, the route is mostly bidirectional from downtown to the intersection of King Avenue E and Calhoun Lane. It then travels clockwise |

| | |
|---|---|
| | primarily on Midland Road, Laurel Road, and Southgate Drive. It operates Monday through Friday with 13 trips per day and Saturdays with eight trips per day. |
| 24 | Route - 24 – **Poly** is a primarily east-west route that runs along Poly Drive and provides service from the Downtown Transfer Center to Stewart Park Transfer Center. It travels north-south on N 27th Street to get to Poly Drive. At the western end, the route runs north-south along Shiloh Road and east-west along Central Avenue. It operates Monday through Friday with 10 trips per day. |
| T3 | Route T3 – **Will James** is a school tripper route that runs between Stewart Transfer Center and Will James Middle School. It has two runs a day on weekdays to serve students in the morning and afternoon. |

Figure 16. Current MET Transit Network



### Fares

Riders can pay cash for single-ride fares and request free transfer slips on all Billings MET buses. Single-ride fares and multi-trip passes can be purchased in person at the MET office, over the phone, or online through the UMO website or UMO Mobility Mobile App. Passengers may opt to use their smartphone to pay transit fares or may use a TouchPass/UMO smartcard obtained from MET.

All passengers age six or older must either pay the appropriate fare, or use a ride pass or transfer. Citizens who are age 62 and above or who have a disability or who are a student may qualify to ride by paying a discounted fare. A full breakdown of MET fare structure is located below in Table 5.

Table 5. Fare Structure

| **MET Transit One-Way Fares** | | **Unlimited Ride Monthly Passes** | |
|---|---|---|---|
| Description | Fees | Description | Fees |
| Adults (age 19-61 yrs) | $2.00 | Adult 31-Day pass (19-61 yrs) | $28.00 |
| Youth (6-18 years) | $1.50 | Youth (age 6-18 yrs) and Student 31-Day pass | $21.00 |
| Senior Citizens (age 62 and up) and Disabled Citizens | $1.00 | Senior Citizens (age 62 and up) and Disabled Citizens | $12.00 |
| Pre-School (under 6 yrs) | Free | Single day pass | $4.00/day |
| Transfers | Free | 10-ride ticket | $18.00 |

Source: MET

## Fleet

MET directly owns and operates a fleet of 25 buses to provide service on its 19 fixed routes. Seventeen of MET's fixed-route fleet are recently purchased new 32-foot buses to replace the aging fleet using federal grants and other sources. MET's fleet also includes 15 body-on-chassis small buses to provide service on 10 paratransit demand-response routes. Of the 15 paratransit vehicles, 5 vehicles exceed the identified usable life standard of 7 years or 100,000 miles[2].

## Facilities

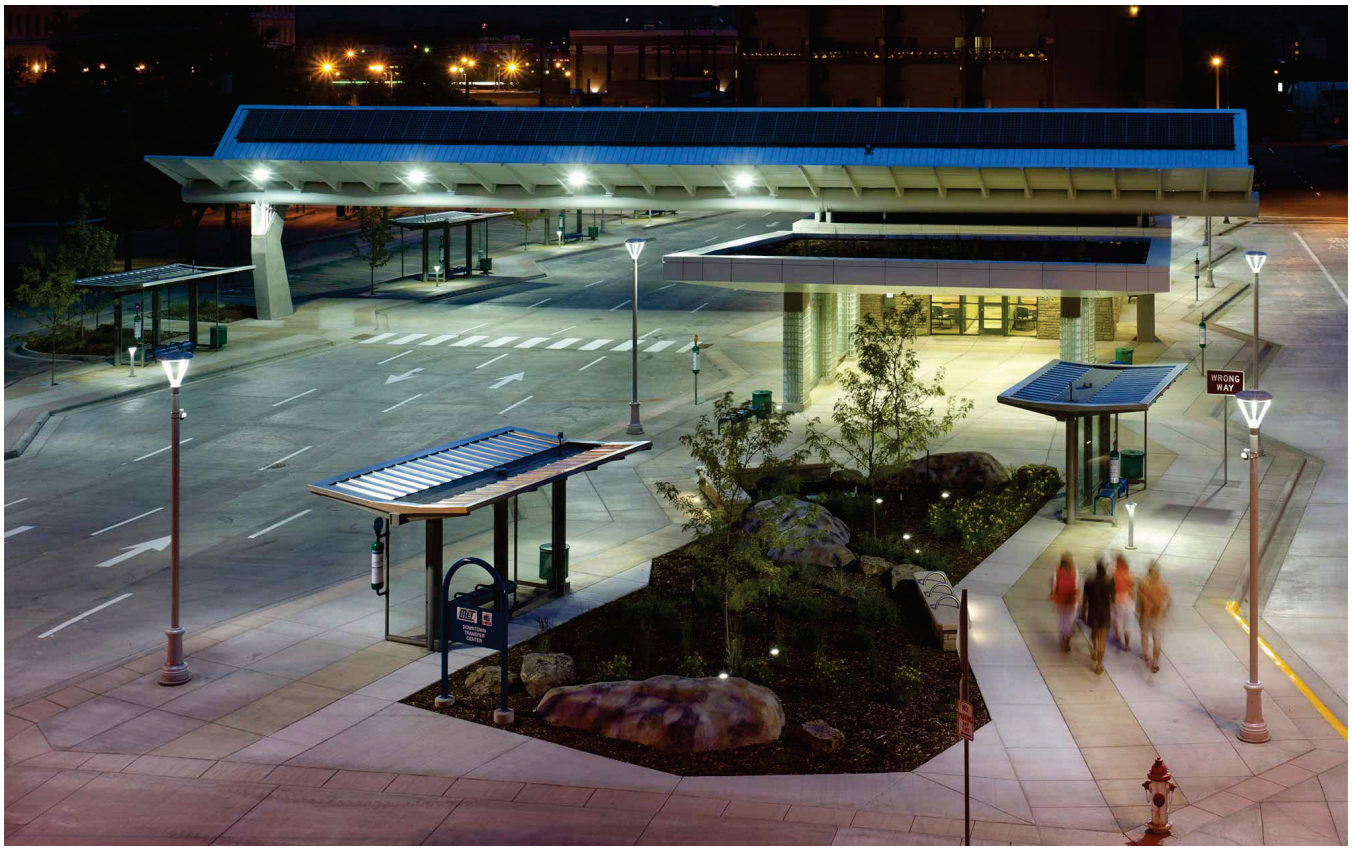
MET has three facility locations including two transfer centers as well as the main operations/ administration facility which houses fleet maintenance and storage and administrative offices.

### Downtown Transfer Center

All fixed routes except for Westend depart from and return to the Downtown Transfer Center at 220 N 25th Street. The structure, displayed in Figure 17, was constructed in 2016 and includes 15 bus parking spaces, sheltered waiting areas with benches, maps, and route information.

[2] FY22/23 Billings Area Transportation Coordination Plan Update

Figure 17. MET Transit Downtown Transfer Center




Source: MET Transit

## Stewart Park Transfer Center

The Stewart Park Transfer Center is located on Stewart Park Road between Central Avenue and Monad Road. It consists of a large bus parking area with unsheltered and sheltered seating for riders transferring between buses (shown in Figure 18). There is also a small building that serves as a driver break area.

Figure 18. MET Transit Stewart Park Transfer Center





## METroplex

Located at 1705 Monad Rd, METroplex is the main operations facility and consists of a large building hosting administrative offices, bus storage and fueling bays, fleet maintenance bays, and general inventory storage. MET's bus wash bays are located in a smaller building that is part of METroplex.

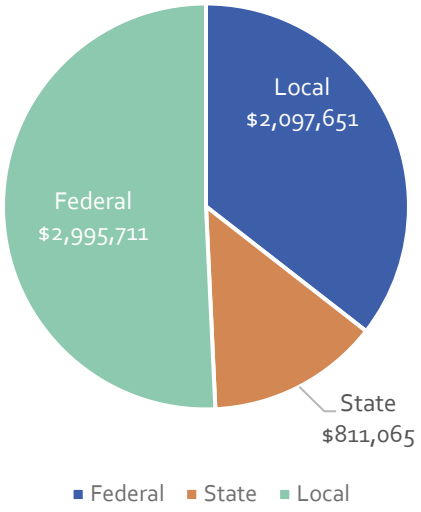
Figure 19. METroplex




# Funding

MET operates using several funding sources including FTA grants, Montana Department of Transportation grants generally passed through from FTA funding sources, local mills, advertising, and fare revenues. The annual operating expense budget is approximately $5.9 million. MET is set up as an "enterprise" fund, meaning MET does not receive funding from the City of Billings general fund; similarly, other City departments and operations do not have access to the transit division funds as the operating mills and revenue are designated specifically for transit use only. In 2021, federal funding composed about ten percent of MET's operating and capital expenditures. The remainder included 83 percent local funding – including fare revenue, advertising revenue, and allocations from the city's general fund – with less than one percent in state contributions (Figure 20). Table 5 and Figure 21 document funding by source over the 2017 to 2021 period.

Figure 20. MET Funding sources (2019)



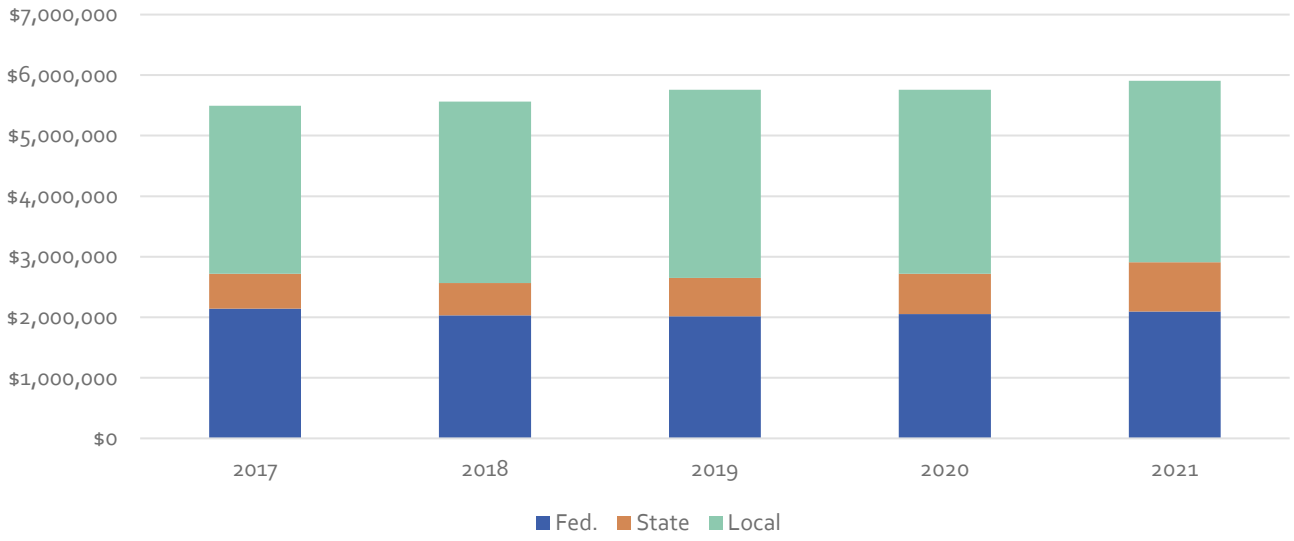

Source: City of Billings

Table 6. MET Transit Funding Sources

| Source | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|
| Fed. | $2,141,999.86 | $2,034,677.24 | $2,018,914.38 | $2,051,593.43 | $2,097,651.42 |
| State | $579,782.80 | $531,843.96 | $631,195.09 | $665,999.75 | $811,065.06 |
| Local | $2,772,795.15 | $2,998,455.57 | $3,108,704.04 | $3,038,579.71 | $2,995,711.04 |
| Total (rounded) | $5,496,594.81 | $5,566,994.77 | $5,760,832.51 | $5,758,192.89 | $5,906,448.52 |

Source: City of Billings

Figure 21. MET Funding Sources, 2017-2021




Source: City of Billings

## Non-MET Services in Region

Apart from MET, there are additional agencies that provide transportation services to distinct groups in the Billings area. They are identified in the Billings Area Transportation Coordination Plan and include, but are not limited to:

- The Adult Resource Alliance of Yellowstone County provides a comprehensive range of services which promote the overall well-being of the county's seniors. They provide a limited transportation program to help non-driving adults aged 60 and above travel to and from appointments, social events, and shopping.
- Anaconda-based A.W.A.R.E (Anaconda Work and Residential Enterprises) provides transportation services throughout the region to their clients who reside at their group homes. Clients are transported on a daily basis to and from their respective residential settings for a number of reasons which include but are not limited to work, school, after school activities, medical visits, community events, and family visits. Many of the individuals participating in the A.W.A.R.E program utilize MET Special Transit.
- Big Sky Senior Services provides comprehensive support services to help seniors and adults with developmental disabilities. These services include personal care, nursing services, safety from senior abuse, transportation to medical appointments and staying connected to the community.
- COR Enterprises, Inc. provides vocational rehabilitation and developmental services for persons with disabilities in Yellowstone County and Billings area. COR provides rides for their clients primarily Monday through Saturday. The agency does provide rides on Sundays for special events and services needed by their clients. Most rides are provided between the hours of 7:00 am and 4:30 pm; however, a number of rides are also provided during evening hours depending on the client need.

Many more agencies were identified in the Coordination Plan. A full list of agencies can be found in the Appendix.

# Policy Guidance

Transit service in the Billings area is informed by preceding policies and plans created by the City of Billings, Yellowstone County, and unincorporated communities within the County. Table 7 summarized key policies from complementary documents.

Table 7. Previous Plans and Policies

| Policy Document | Description | Themes & Connection to Transit |
|---|---|---|
| 2018 Billings Urban Area Long-Range Transportation Plan | Framework to guide the development and implementation of multimodal transportation system projects for the Billings urban area. | Goal 5: Public Transit and Transportation – Create a transportation system that supports the practical and efficient use of transit<br><br>Nine percent of public comments referenced transit. Themes include:<br>• better frequency<br>• longer service spans<br>• new service to Laurel, Briarwood, and schools<br>• more stops and shelters<br>• better schedule coordination for transfers<br>• better schedule advertisement<br>• right-sized buses<br>• sustainable fuel sources for buses<br><br>One key need identified was to implement designated stops by 2025. Other needs, e.g. automatic vehicle location, have been fulfilled since 2018.<br><br>The LRTP identified a need for MET and the MPO to work together to find funding sources so the service can expand. |
| 2016 Billings Growth Policy Statement and Guidelines | Non-regulatory statement of public values and priorities for future growth within and adjacent to the City of Billings. | Guidelines state that public transit and commercial air service are critical to ensure access to and around the city. They also state a desire for:<br>• Affordable public transit<br>• Development oriented to transit routes<br>• Construction of interconnected sidewalks and trails<br>• Infill development |

| Policy Document | Description | Themes & Connection to Transit |
|---|---|---|
| Lockwood Growth Policy | Non-regulatory document meant to inform consideration of land use applications and infrastructure investment proposals in the unincorporated community of Lockwood. Required by Montana state law. Includes a preferred land use map. | Sets an intention to evolve with a Main Street-style town center. Provides context for proposals to extend transit service to Lockwood by identifying predominant land uses and safe/unsafe roads for pedestrians. Identifies challenges such as large lot development, dispersed commercial/industrial uses, and lack of sewer infrastructure. |
| MET Transit Public Participation Plan (2019) | Developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, have meaningful opportunities to participate in the decision-making process for the transit system. | In addition to basic goals and principles of public participation, the plan defines major services changes (affect 25 percent or more of the system's revenue hours or revenue miles) and defines minimum public involvement opportunities for major service changes and fare increases. Sets intention to survey customers every two years beginning in 2019. Describes media and methods for MET to communicate with the public and for members of the public to be involved in decision-making. |
| Billings Area Public Transportation Coordination Plan FY 22/23 | Provides an overview of the structure and practices of the Billings Area Public Transportation Coordination Group and Technical Advisory Committee along with a summary of current and anticipated coordination efforts in the Billings area, including prioritized projects for the fiscal year 2023 funding cycle. The group is open to all entities that provide health care, human services, senior services, private transportation, and/or public transportation. | The plan contains lists of the providers that currently coordinate with MET Transit and additional stakeholders who might in future.<br><br>It also identifies a need to replace paratransit vans, possibly with smaller vehicles than the current bus chassis. |
| Community Wide Transit Survey | Approximately 600 people responded to a transit survey in 2019. It included questions on transit use, preferences/priorities, and demographics. | Establishes baseline for comparison with 2022 community survey. |
| 2015 Route and Schedule Analysis | The most recent report on transit routes prior to the current study. Analyzes system performance, boarding and alighting, onboard survey results, and transit demand. Explores service scenarios. | Provides context for current study, including recurring themes in survey responses and known issues. |

# Market and Needs

Analyzing trends and patterns in Billings is a critical task in assessing the community's transportation needs. The following section uses socioeconomic data to develop a baseline understanding of community demographics. Cumulatively, this information is used to:

- Identify locations that can potentially generate the highest levels of transit use
- Identify areas to which transit services should be expanded or introduced
- Inform what type of transit service is best suited for an area

## Transit-Supportive Areas

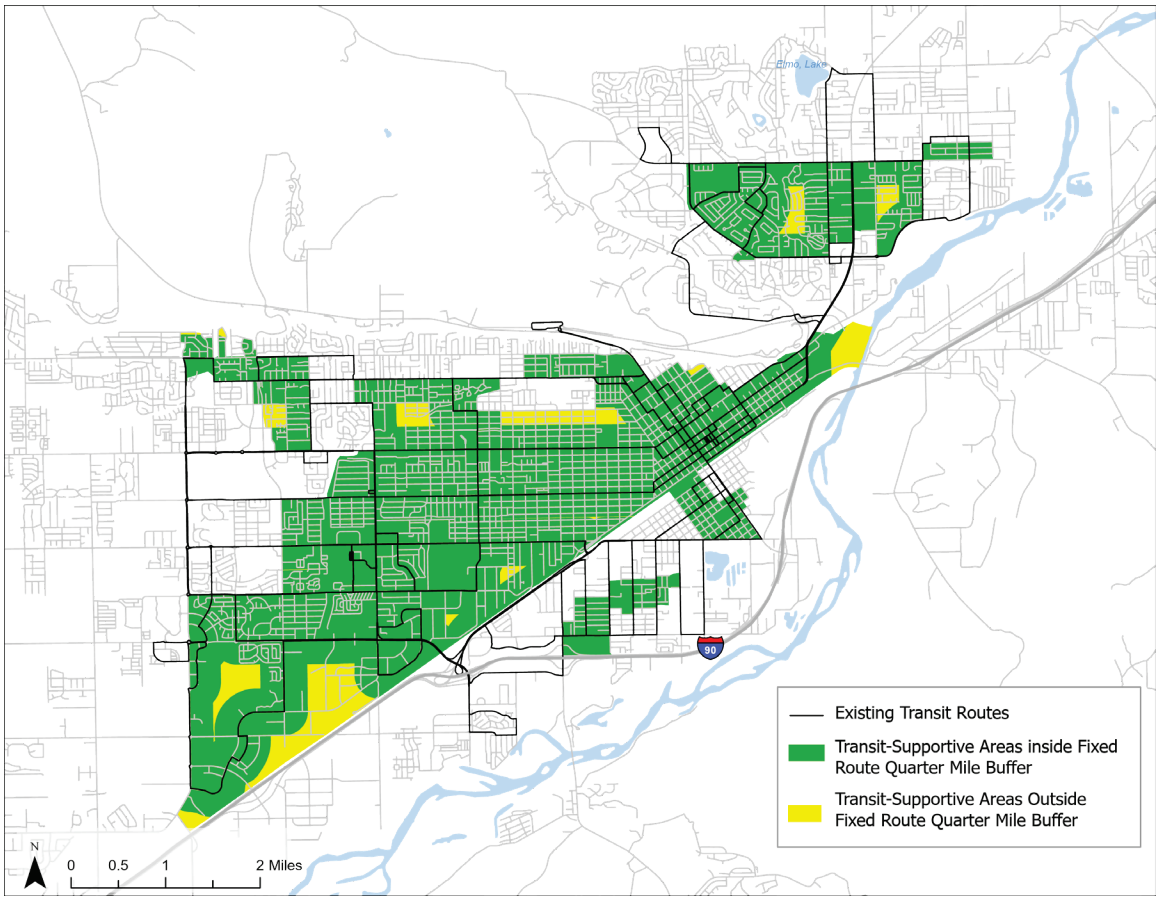
Several factors are often correlated with and suggest the need for public transit service. Among the most important are job locations, density of job locations, and density of housing.

Figure 22 identifies census blocks that are transit-supportive (Transit-Supportive Areas, or TSAs) on the basis of their housing density, their job density, or both. For this purpose, a TSA is defined as having residential density of at least three households per acre or employment density of at least four jobs per acre. This service planning rule of thumb assumes low service frequency (approximately 60 minutes) and partial farebox recovery.[3]

Comparison of TSAs to the MET network shows that most of the TSAs within Billings city limits are served by transit. However, there are exceptions throughout the city, either at the edge of the bus system or in neighborhoods located between widely spaced bus routes. There are also long segments of the existing network that serve low-density areas. One of the goals of the TDP is to rebalance service allocation so that higher-density neighborhoods can be served, enhancing ridership opportunities.

[3]For more detailed discussion, see TCRP Report 165, Transit Capacity and Quality of Service Manual, Third Edition, pp. 3-19 to 3-20.

Figure 22. Transit Supportive Areas




## Demographics

Two of the top demographic factors correlated with transit demand are income and vehicle ownership. People with lower incomes are more likely to ride public transit, as are those whose households do not have access to a vehicle.

The age of residents can also be a predictor of transit use. Children and older adults may benefit from access to transit, and it is typical for young adults of student age to use transit at a higher rate than other groups.

Additionally, it is critical to consider racial equity in the allocation of transit service. Looking at the spatial distribution of race, ethnicity, and English proficiency in relationship to existing transit routes can identify potential equity gaps in service.  Figure 23 through Figure 29 show density maps of the demographic

groups in Billings overlayed with the existing MET network. Versions of these maps overlayed with the redesign can be found in the Appendix.

Figure 23 shows the percentage of households in each block group that reported possessing no functioning vehicles in the 2015-2019 American Community Survey. In several block groups, more than 25 percent of households are zero-vehicle. Although many of these block groups are concentrated in the urban core and therefore well-served by transit, two are located partially or entirely outside the quarter-mile walkshed of existing bus service. One notable gap is bounded by Virginia Lane, Avenue D, 10th Street West, and Parkhill Drive north of Grand Avenue. Service to this location would be improved by the final plan recommendations.

Figure 23. Low-Income Population by Block Group

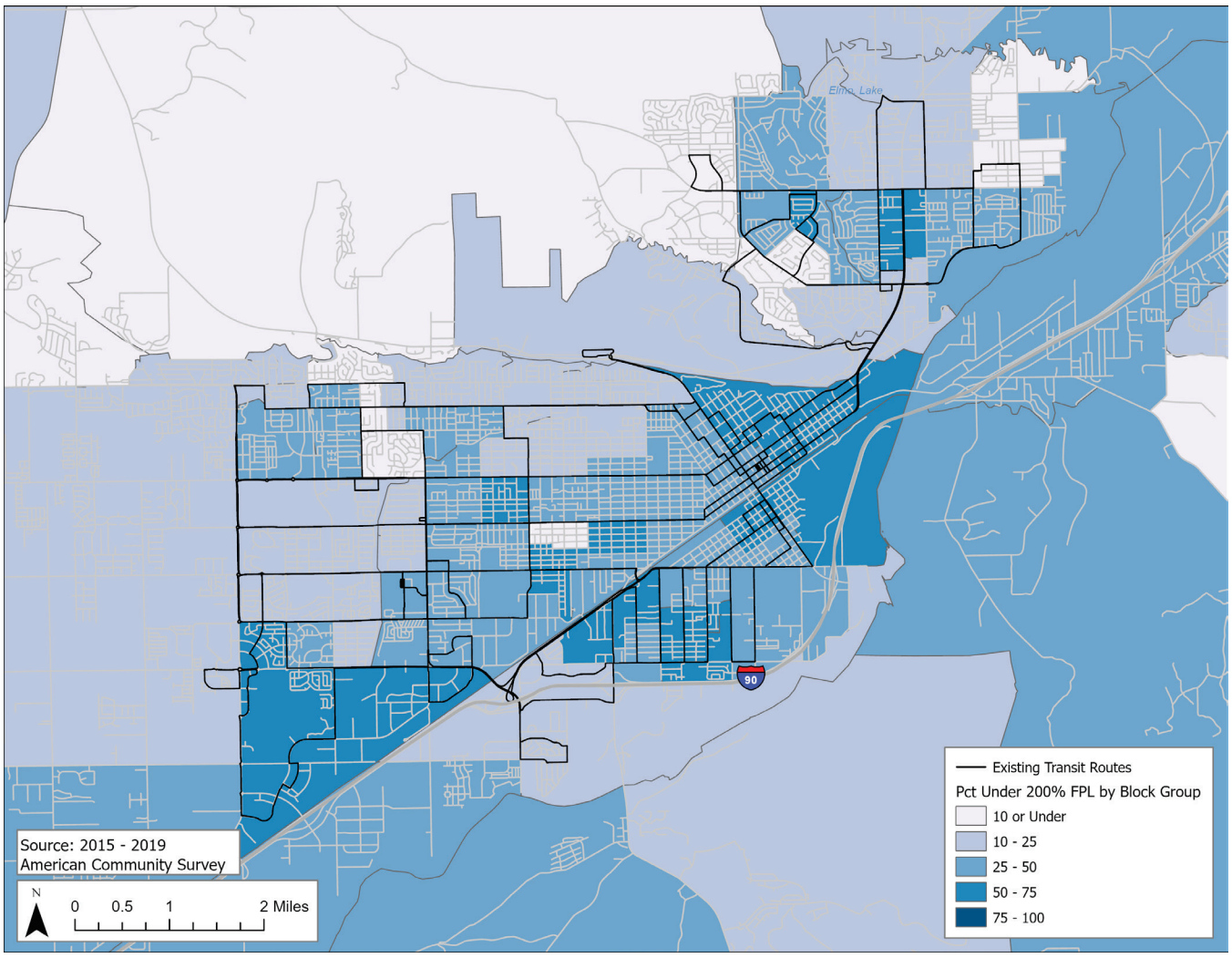


Figure 24. Zero-Vehicle Households by Block Group

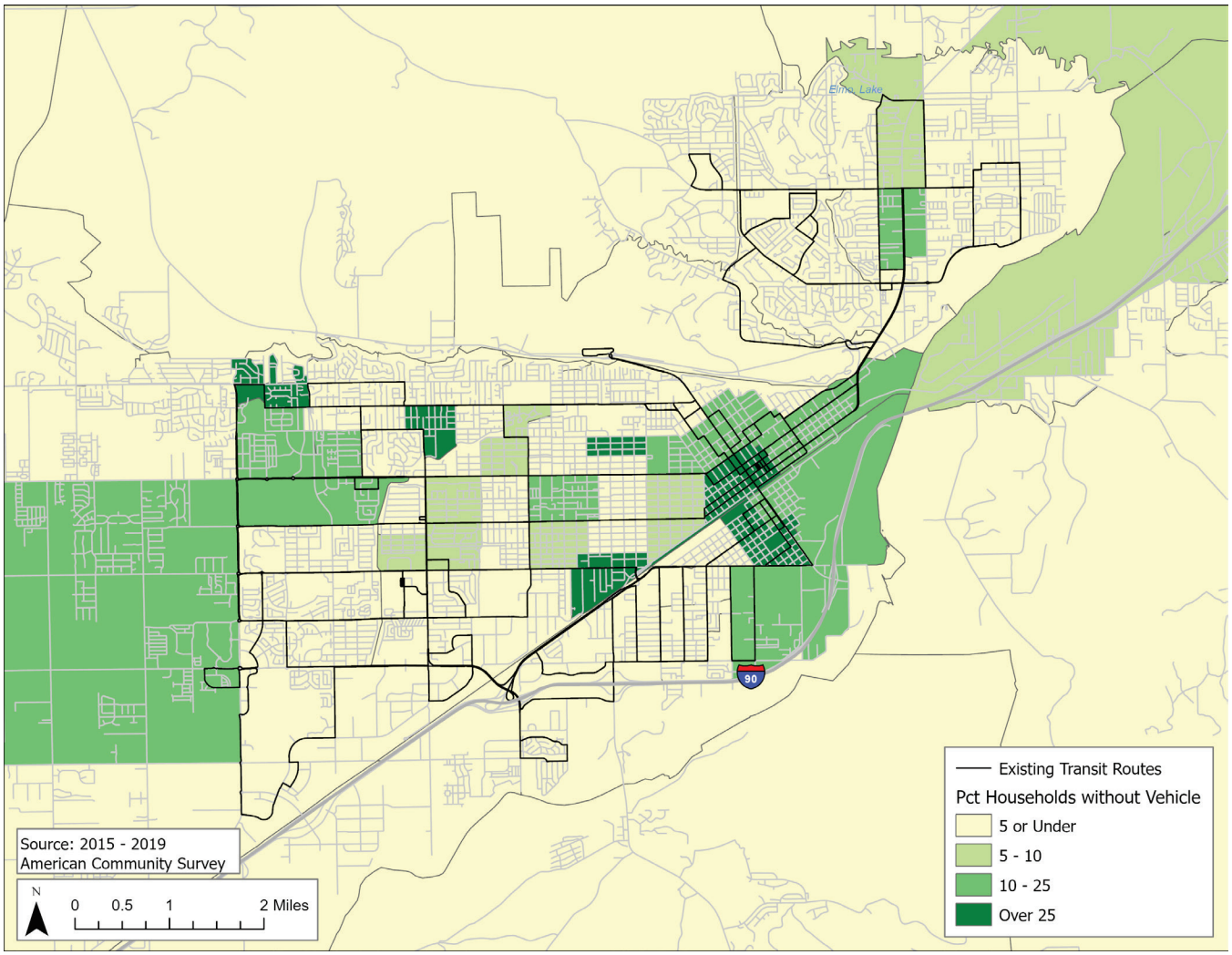
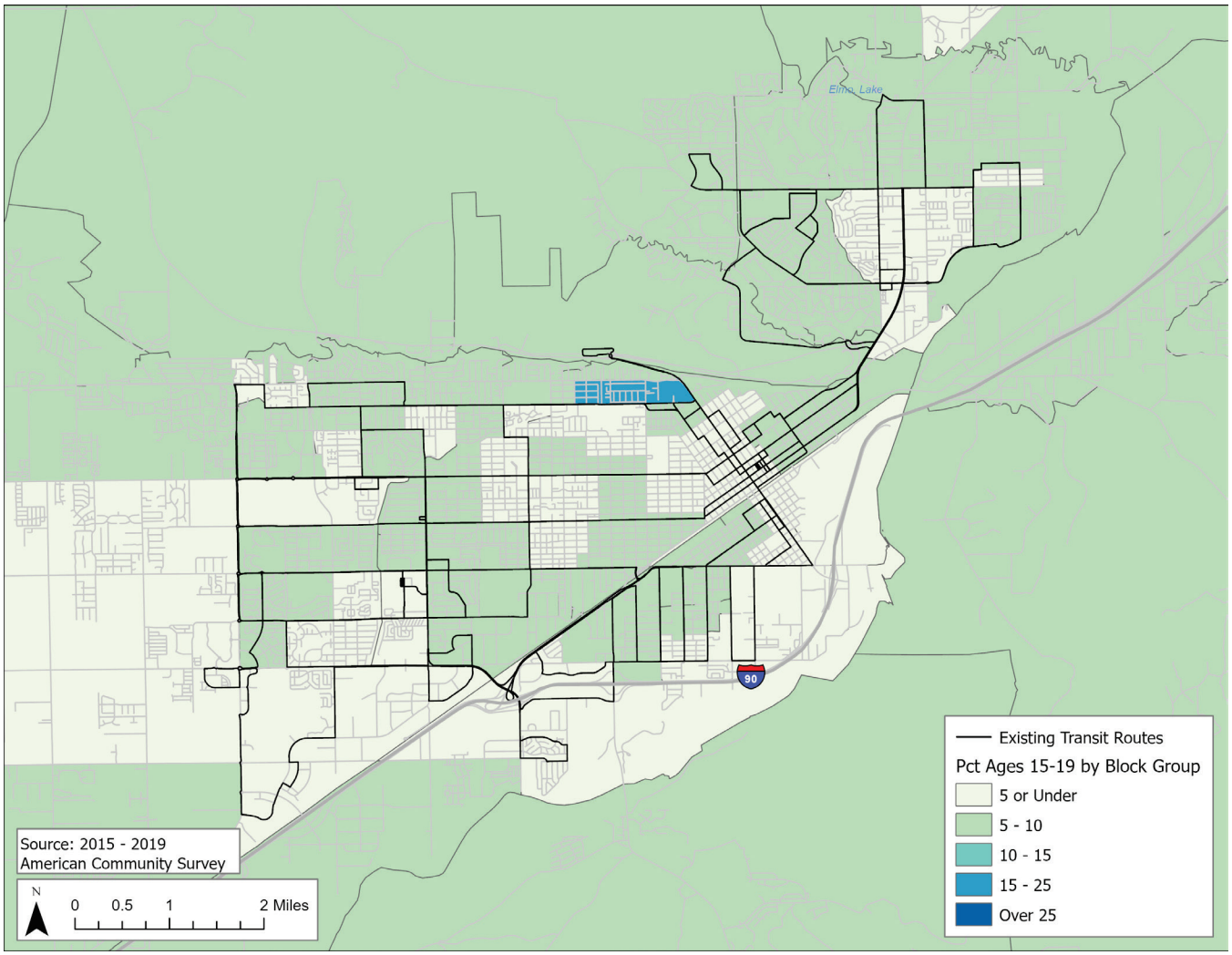



Figure 25 shows each block group's population of children and youth between the ages of 15 and 19. At 10 percent or fewer in almost every block group, the map suggests that children in this age range are evenly distributed throughout the city and surrounding areas. The one exception is the block group containing the Montana State University campus, which likely houses a large number of 17-to-19-year-olds.

Figure 25. Population Ages 15-19 by Block Group




The distribution of adults 65 or older (Figure 26) is less even, with block groups in the city ranging from under 10 percent to more than 25 percent. The map does not suggest that older adults are disproportionately served or unserved by MET. That said, there is some overlap between underserved block groups with high zero-vehicle household counts and underserved block groups with somewhat high older adult populations, which indicates that there are concentrated pockets of non-driving seniors who rely on alternatives to fixed-route bus service.

Figure 26. Population Ages 65+ by Block Group

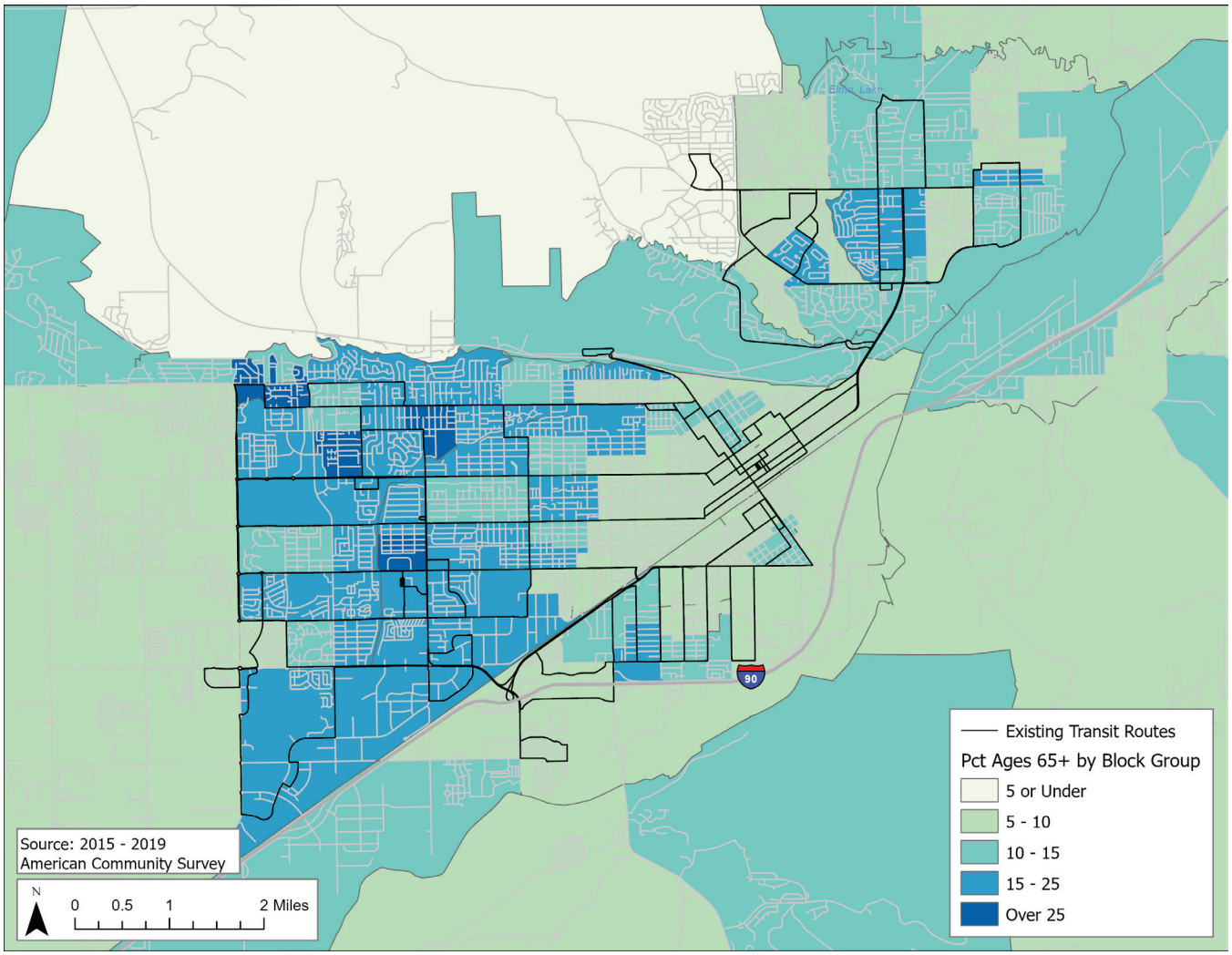


Figure 27 shows the percentage of each block group's residents who are people of color, here defined as those who self-identified in the 2015-2019 American Community Survey as a race other than White Alone. It therefore includes all racial minorities and mixed-race residents. There is a clear concentration of people of color in the city center, although percentages of 10 or greater are also seen throughout the Billings area. Overall, there are fewer service gaps in neighborhoods with higher percentages of people of color.

Figure 27. Population of Color by Block Group

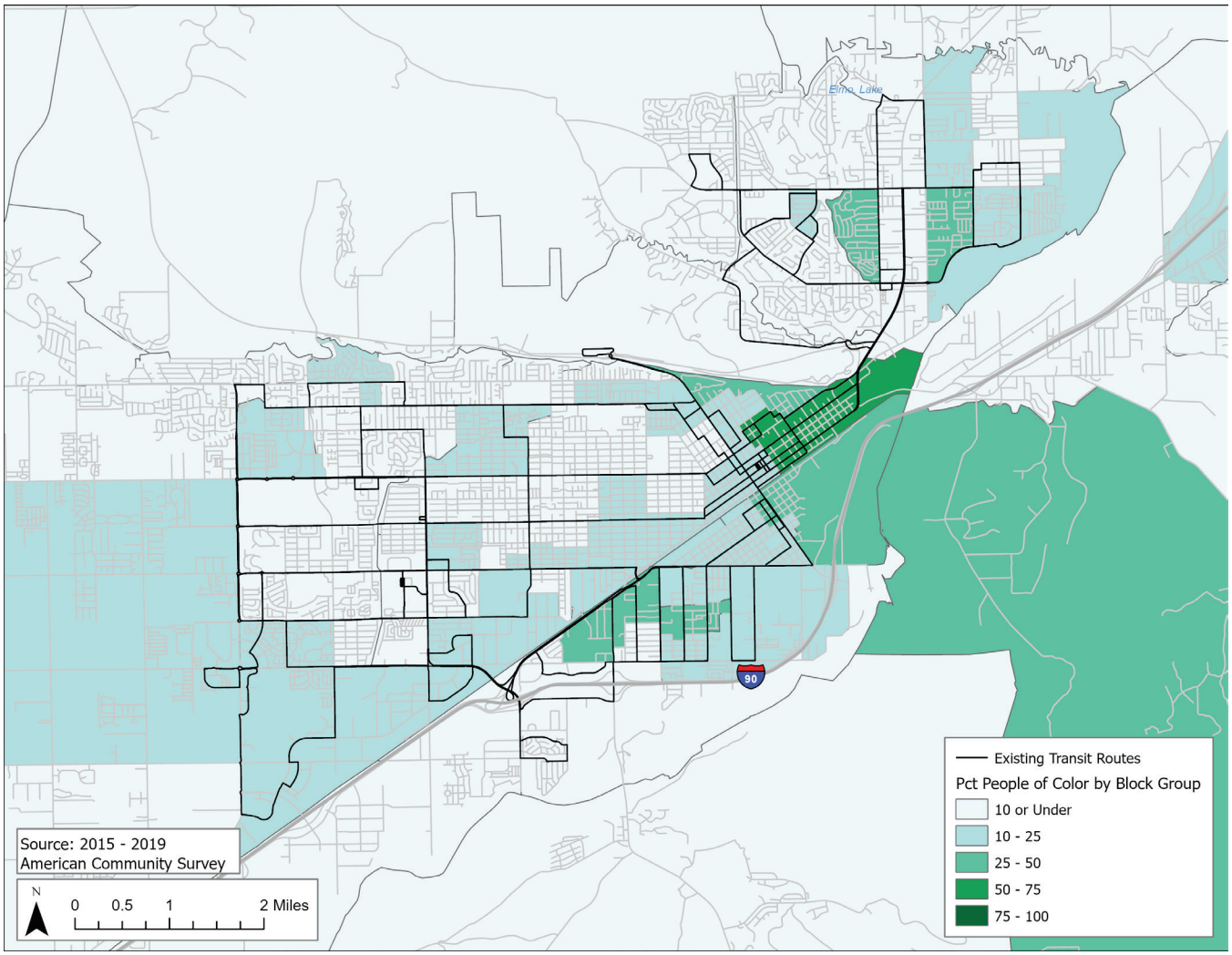


Figure 28 shows the percentage of each block group with Hispanic or Latino origin, according to the 2015-2019 American Community Survey. It includes those who consider themselves both white and Latino. Lockwood has one of the highest Latino populations.

Figure 28. Hispanic/Latino Population by Block Group

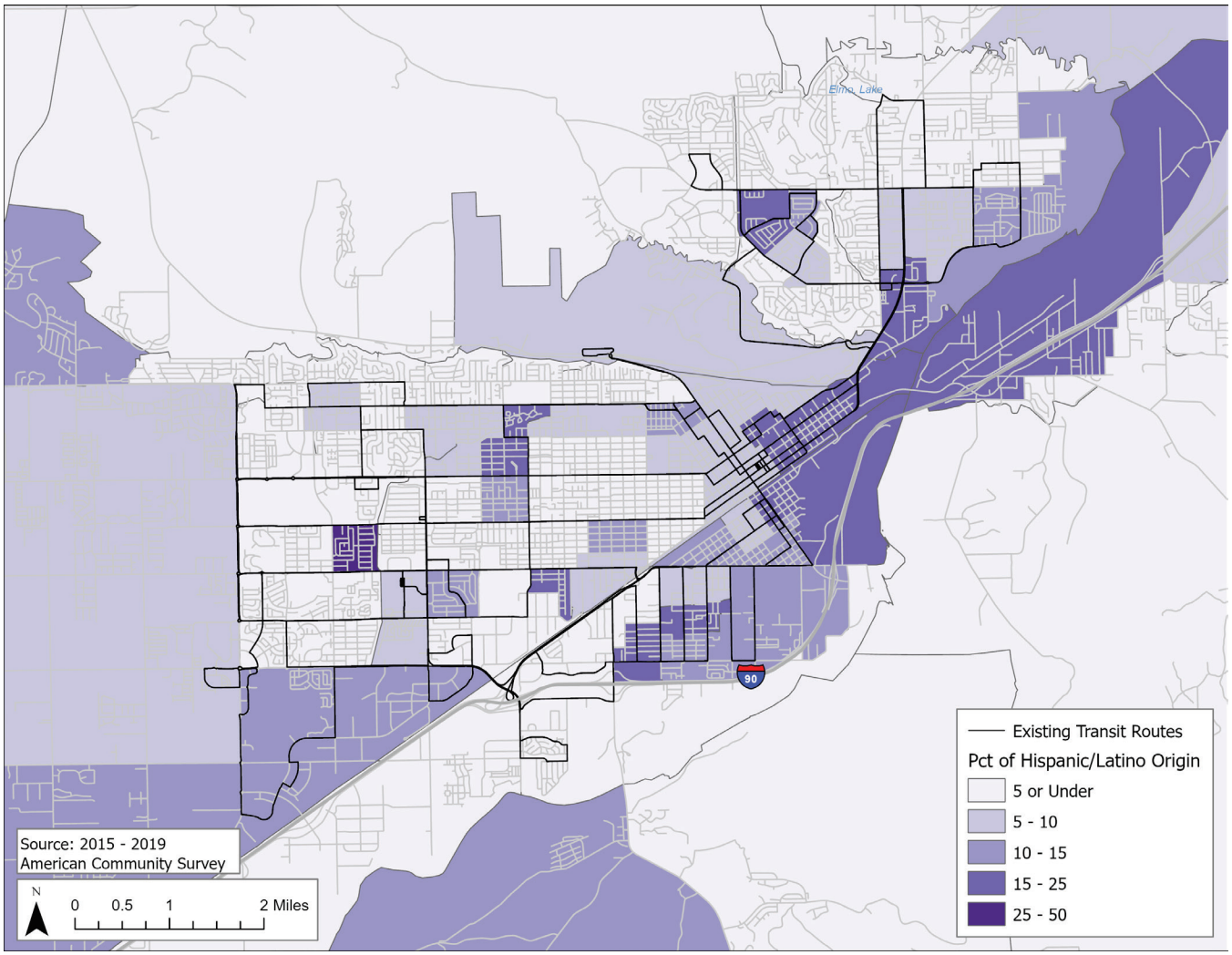
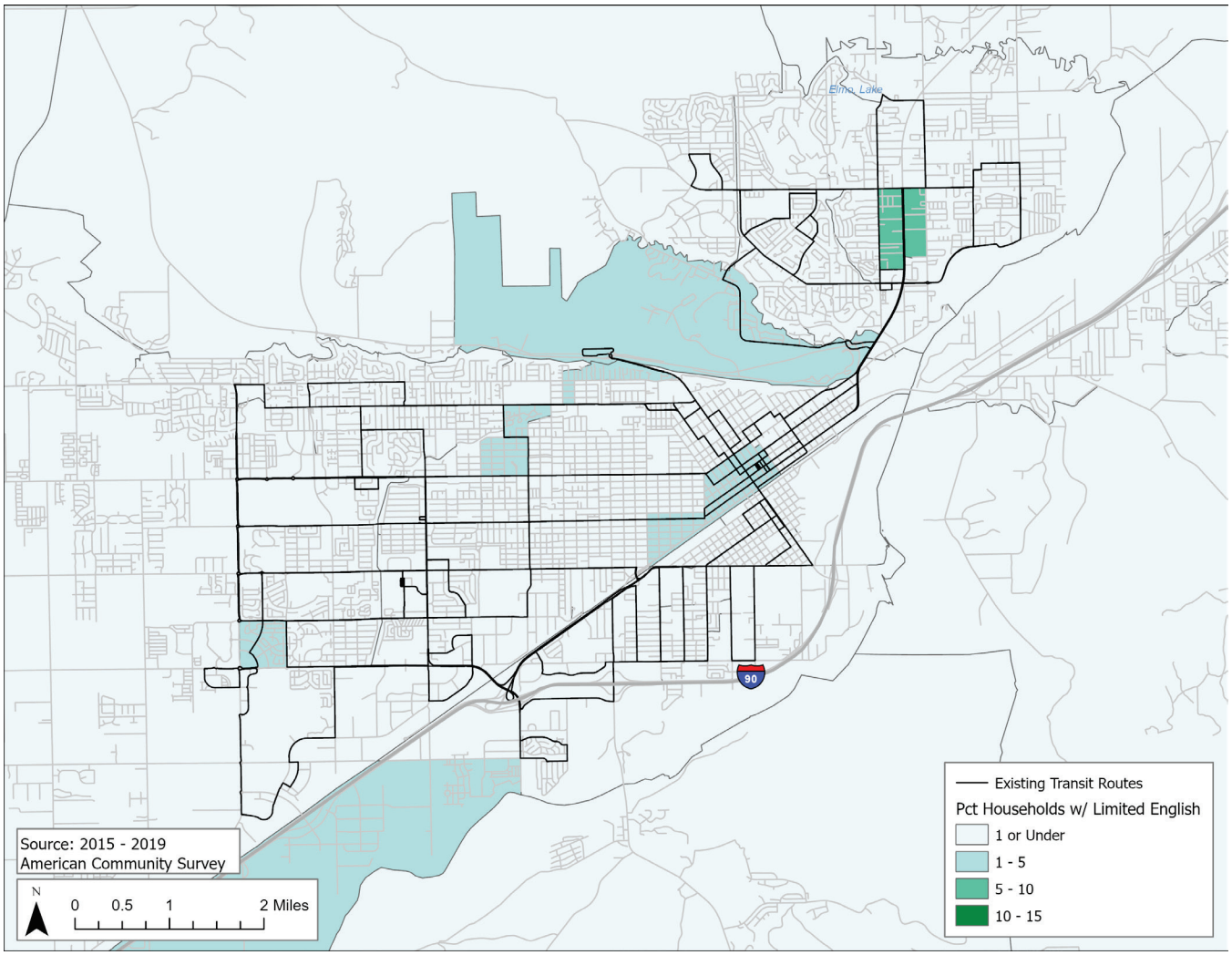



Figure 29 shows the percentage of households with limited English proficiency (LEP). Overall, there is a low number of LEP households and they are fairly evenly distributed through the metro area. One notable exception is in the Heights, where one block group is an estimated 11.8 percent LEP.

Figure 29. Limited English Proficiency by Block Group



# Existing Service Review

The following section summarizes existing fixed-route performance at the route level.

One way to assess the performance of a fixed route is to look at the overall usage of the route over the course of a year. Figure 30. Average 2021 Weekday Boardings by Route Figure 30 shows the average number of boardings per day in each month of 2021 for each of the weekday routes (excluding trippers). At a glance, it demonstrates that the system saw its highest use levels September to December – a schedule that suggests schools make a large contribution to ridership. Routes 14 through 18 particularly stand out as routes whose population swelled with school schedules and contracted during the summer.[4] Throughout the year, the system saw its highest overall ridership on 5A and 5B.

Figure 31 examines the Saturday routes in the same way. Taken altogether, the Saturday routes saw their highest use (more than total 350 boardings per day) in March, July, October, and November. This is not unexpected for Saturday service. The distribution of riders across routes remained roughly constant throughout the year. Route 5 again had the best performance in terms of total ridership, followed by Route 18.

However, looking only at total boardings does not paint a complete picture, as some routes run more trips per day than others. Figure 32 takes the weekday ridership data from July through December 2021 and compares it with the number of weekday service hours in that same six-month time frame.

In this analysis, Routes 14 and 16 outperform Route 5. Route 14 offered between 45 and 55 hours of service each month, but its ridership numbered in the hundreds (Table 8). The lowest ratio of boardings to service hours was found on Route 24, one of the better-performing routes in terms of overall numbers.

What this suggests is that certain routes have untapped potential. At the least, they are more productive than they might seem at first glance.

[4] One important caveat in interpreting these data is that transit ridership has been in a gradual recovery from its abrupt, pandemic-related plunge in spring of 2020. The ridership numbers from autumn of 2021 are higher than the ridership numbers from autumn of 2020; thus, some of the apparent growth in ridership going into autumn might be due to rider recovery in addition to the return of students.

Figure 30. Average 2021 Weekday Boardings by Route

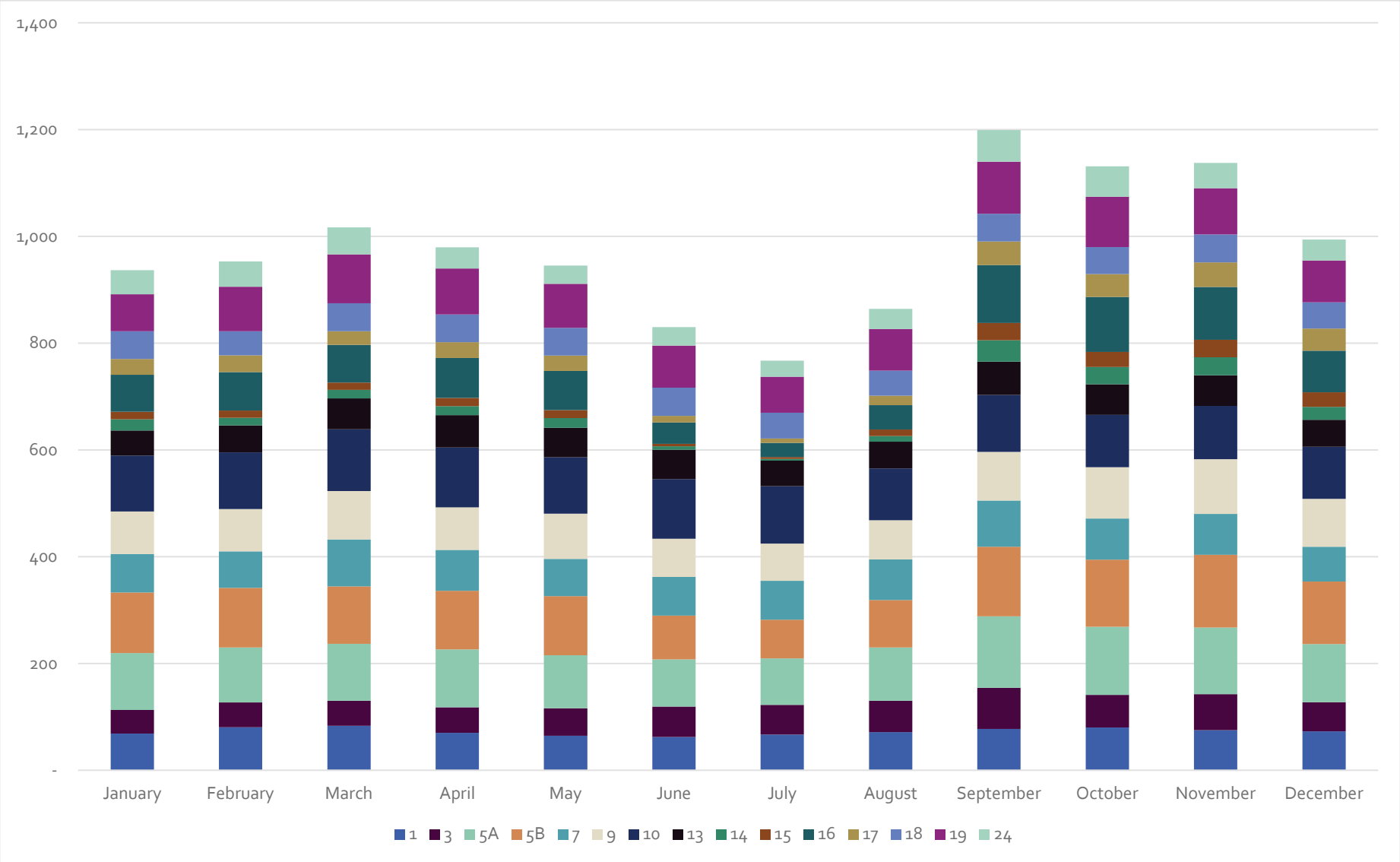


Figure 31. Average 2021 Saturday Boardings By Route

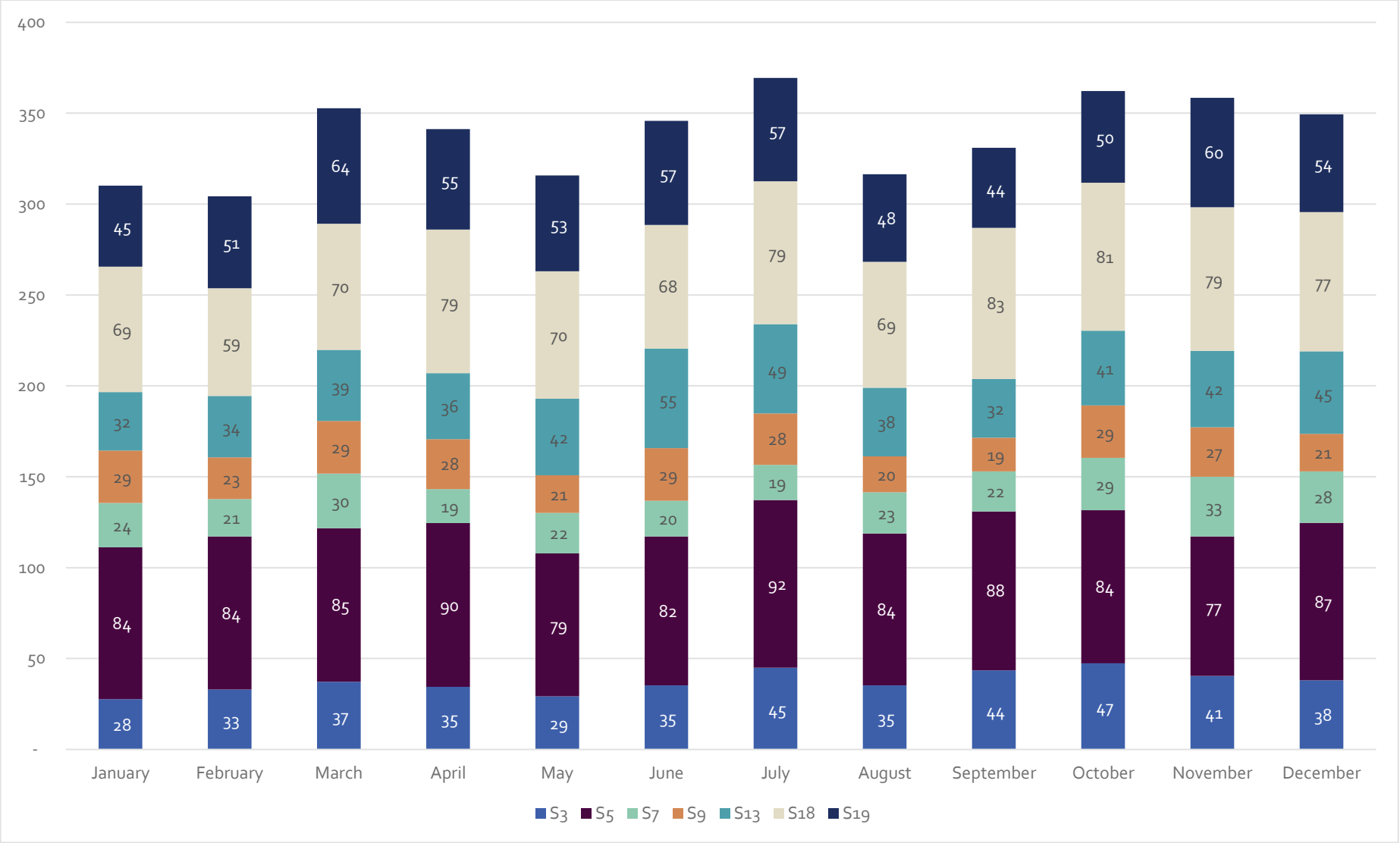


Figure 32. Boardings per Service Hour July-December 2021

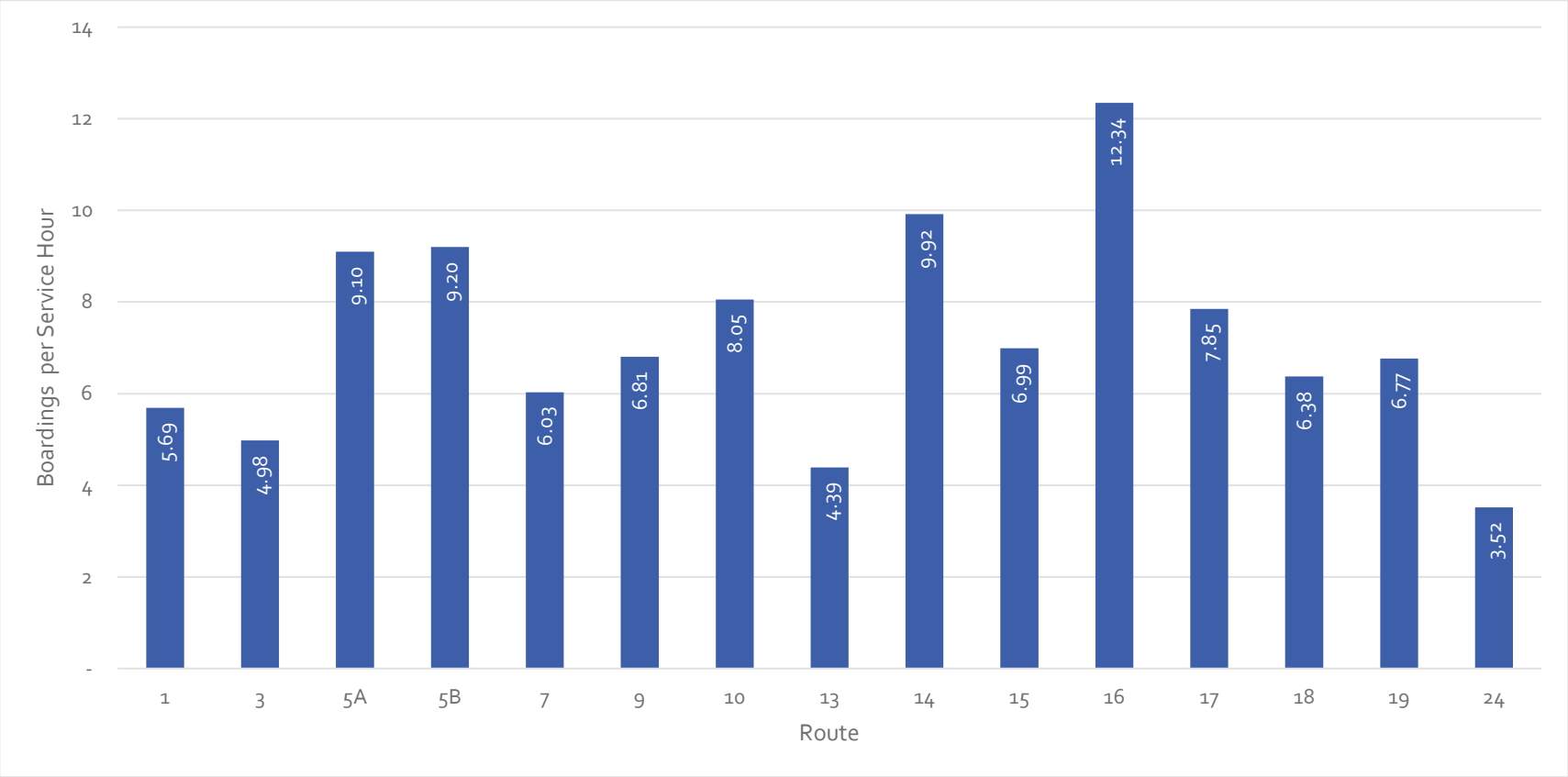


Table 8. Boardings and Service Hours by Month and Route, July-December 2021

| Route | | July | | August | | September | | October | | November | | December | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Name | No. | Hours | Boardings | Hours | Boardings | Hours | Boardings | Hours | Boardings | Hours | Boardings | Hours | Boardings |
| MET Link | 1 | 285 | 1468 | 285 | 1568 | 276 | 1621 | 272 | 1680 | 272 | 1580 | 297 | 1679 |
| Crosstown | 3 | 268 | 1230 | 268 | 1299 | 262 | 1622 | 264 | 1283 | 271 | 1416 | 294 | 1252 |
| Grand 5A | 5A | 277 | 1909 | 273 | 2195 | 261 | 2811 | 264 | 2681 | 262 | 2621 | 281 | 2505 |
| Grand 5B | 5B | 271 | 1597 | 269 | 1952 | 252 | 2735 | 252 | 2641 | 252 | 2853 | 277 | 2698 |
| Broadwater | 7 | 274 | 1603 | 270 | 1677 | 264 | 1818 | 268 | 1616 | 264 | 1616 | 289 | 1496 |
| Central | 9 | 285 | 1533 | 280 | 1607 | 262 | 1918 | 268 | 2021 | 270 | 2144 | 293 | 2063 |
| Southside | 10 | 270 | 2360 | 276 | 2143 | 264 | 2232 | 262 | 2056 | 267 | 2097 | 292 | 2246 |
| Westend | 13 | 265 | 1055 | 273 | 1094 | 257 | 1315 | 260 | 1202 | 263 | 1210 | 286 | 1161 |
| Alkali | 14 | 52 | 72 | 55 | 238 | 54 | 843 | 53 | 677 | 45 | 708 | 53 | 557 |
| Hilltop | 15 | 74 | 77 | 70 | 264 | 68 | 673 | 66 | 596 | 67 | 682 | 73 | 629 |
| Main | 16 | 137 | 587 | 133 | 1002 | 130 | 2281 | 131 | 2162 | 129 | 2077 | 142 | 1791 |
| Bench | 17 | 93 | 177 | 91 | 397 | 92 | 924 | 89 | 902 | 87 | 971 | 98 | 945 |
| Heights | 18 | 178 | 1067 | 174 | 1026 | 163 | 1093 | 161 | 1059 | 161 | 1103 | 179 | 1131 |
| The Loop | 19 | 271 | 1481 | 265 | 1719 | 255 | 2045 | 260 | 1984 | 264 | 1812 | 288 | 1810 |
| Poly | 24 | 286 | 660 | 286 | 834 | 259 | 1249 | 268 | 1194 | 270 | 1000 | 290 | 902 |

# Peer Performance Analysis

The peer analysis examined the performance of the Billings MET fixed-route network relative to that of peer systems. Since there are no recognized industry standards for most measures of transit system performance, widespread practice is to compare the performance of a system to the average values of a peer group of systems. Data used in this report come from the FTA's National Transit Database (NTD), a repository of data about American public transit systems. NTD was used because its data are readily available and consistently reported.

The following peer analysis compares MET performance to a peer group of six other fixed-route bus systems (listed in Table 9). The selection of the peer groups for MET was based on a list of peer agencies generated using the Urban Integrated National Transit Database (iNTD). The tool considers operational, economic, and population data to rate transit agencies on their similarity to the agency of choice (MET Transit). Using this list, along with input from MET agency staff, and additional operational metrics from the NTD, a list of six peer agencies was generated. The analysis was conducted using performance measures listed in Table 10.

Table 9. 2019 Operating Statistics – Billings Peer Group

| System Name | Location | Service Area Population | Service Area Population Density | Passenger Trips | Revenue Miles | Revenue Hours | Operating Expenses | Passenger Revenues |
|---|---|---|---|---|---|---|---|---|
| RoadRUNNER Transit | La Cruces | 107,025 | 1,946 | 543,333 | 555,893 | 42,778 | $3,338,114 | $693,220 |
| Amarillo City Transit | Amarillo, TX | 190,695 | 2,577 | 266,361 | 646,784 | 49,636 | $3,825,032 | $108,566 |
| Sioux City Transit System | Sioux City, IA | 122,128 | 2,304 | 834,379 | 599,361 | 42,820 | $4,280,835 | $675,803 |
| City of Pueblo Transit | Pueblo, CO | 112,398 | 2,882 | 775,512 | 541,407 | 38,442 | $4,178,829 | $535,016 |
| Metropolitan Transit Authority of Black Hawk County | Waterloo, IA | 108,519 | 2,128 | 351,264 | 574,954 | 35,892 | $3,171,115 | $240,014 |
| Concho Valley Transit District | San Angelo, TX | 92,984 | 1,978 | 211,728 | 343,417 | 19,187 | $1,584,665 | $96,336 |
| Missoula Urban Transit District[5] | Missoula, MT | 73,340 | 1,048 | 1,556,774 | 686,258 | 50,193 | $5,543,103 | $413,088 |
| MET Transit | Billings, MT | 110,323 | 2,507 | 424,671 | 606,184 | 41,735 | $3,893,242.00 | $369,856.00 |
| Peer Average (Excluding Missoula) | | - | 2,332 | 486,750 | 552,571 | 38,641 | 3,467,405 | $388,402 |
| MET as Percent of Average | | - | 96% | 108% | 87% | 110% | 108% | 112% |

[5] While Missoula Urban Transit District was included in this table and considered as a peer, it is not included in the remainder of this analysis. Missoula has characteristics that make it a fundamental outlier in the peer group. It was considered for comparison and data were collected for it only because it is the closest comparable fixed route system to MET in the state.

Table 10. Metrics for evaluating peer systems

| Performance Objective | Performance Measure |
|---|---|
| Cost Effectiveness | Operating Expenses Per Passenger Trip |
| Cost Efficiency | Operating Expenses Per Revenue Hour |
| Service Effectiveness | Passenger Trips Per Revenue Hour |
| Passenger Revenue Effectiveness | Average Fare Per Passenger Trip |
| | Operating Ratio (Passenger Revenues Per Operating Expenses) |
| | Subsidy Per Passenger Trip |
| Community Investment | Passenger Trips Per Capita |
| | Total Investment Per Capita |
| | Local Investment Per Capita |

# Performance Measures: Results

## MET Transit Fixed-Route Five-Year Summary

Table 11 and Table 12 show SCTS operating statistics and performance measures, respectively, for 2015 through 2019. The average annual rate of change for the five-year period is calculated for each statistic and measure.

Table 11. MET Transit Operating Statistics over 5-Year Period

| Operating Statistic | 2015 | 2016 | 2017 | 2018 | 2019 | Annual Rate of Change |
|---|---|---|---|---|---|---|
| Revenue Hours | 38,850 | 38,794 | 39,814 | 41,735 | 41,735 | 1.8% |
| Passenger Trips | 549,210 | 516,800 | 455,583 | 424,671 | 424,671 | -6.1% |
| Operating Expenses | $3,982,010 | $3,578,127 | $3,497,440 | $3,893,242 | $3,893,242 | -0.3% |
| Passenger Revenue | $160,051 | $306,906 | $360,464 | $369,856 | $369,856 | 28.0% |

Source: National Transit Database

Table 12. MET Transit Performance Statistics over 5-Year Period

| Performance Measure | 2015 | 2016 | 2017 | 2018 | 2019 | Annual Rate of Change |
|---|---|---|---|---|---|---|
| Operating Expense Per Passenger Trip | $7.25 | $6.92 | $7.68 | $9.17 | $9.17 | 6% |
| Operating Expense Per Revenue Hour | $102.50 | $92.23 | $87.84 | $93.91 | $93.28 | -2% |
| Passenger Trips Per Revenue Hour | 14.14 | 13.32 | 11.44 | 10.18 | 10.2 | -8% |
| Average Fare Per Passenger Trip | $0.29 | $0.59 | $0.79 | $0.87 | $0.87 | 37% |
| Operating Ratio | 4% | 9% | 10% | 9% | 9% | 31% |
| Subsidy Per Passenger Trip | $6.96 | $6.33 | $6.89 | $8.30 | $8.30 | 5% |

Source: National Transit Database

## MET Transit Performance Relative to Peer Groups

This section summarizes the results of the single-year (2019) and multi-year (2015-2019) analyses of the performance measures. MET is compared to its peer group for each of the performance measures.

### Cost Effectiveness

Cost effectiveness addresses transit use in relation to the level of resources expended. The primary measure for comparison in this category is **operating cost per passenger trip**. The lower the cost per passenger trip, the more cost effective the service.

MET is on the higher end of the peer group operating costs (Figure 33). The 2019 costs range from $3.56 per trip (MUTD) to $14.36 (ACT). The highest value is a bit of an outlier in the group and the second highest cost is $9.17 per trip which is MET. Since MET's cost per trip is higher than most of the peer group, it is useful to see how they performed over a five-year period from 2015 to 2019. Figure 34 shows how MET's costs per trip have trended compared to the peer group's average. MET and the peer group both increased about the same amount over the time period, but at slightly different rates so MET's increase was slightly less than its peers and its cost held steady from 2018-2019. While the higher cost may appear to be cause for concern, it has improved over the years and it is trending closer to the peer average over time.

Figure 33. Operating Cost Per Passenger Trip, 2019

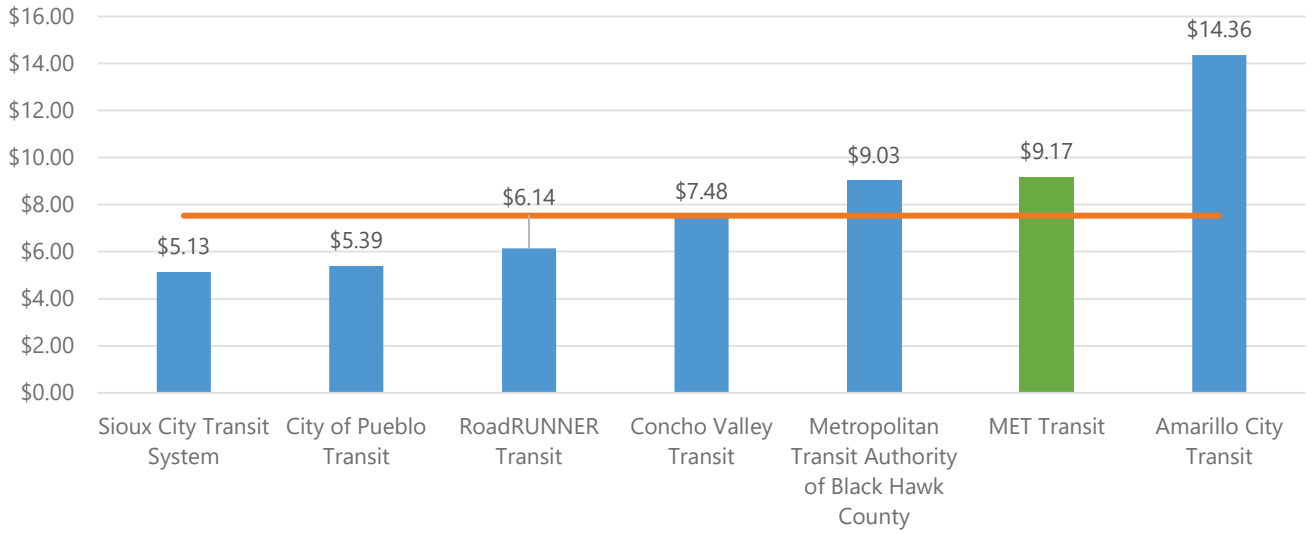
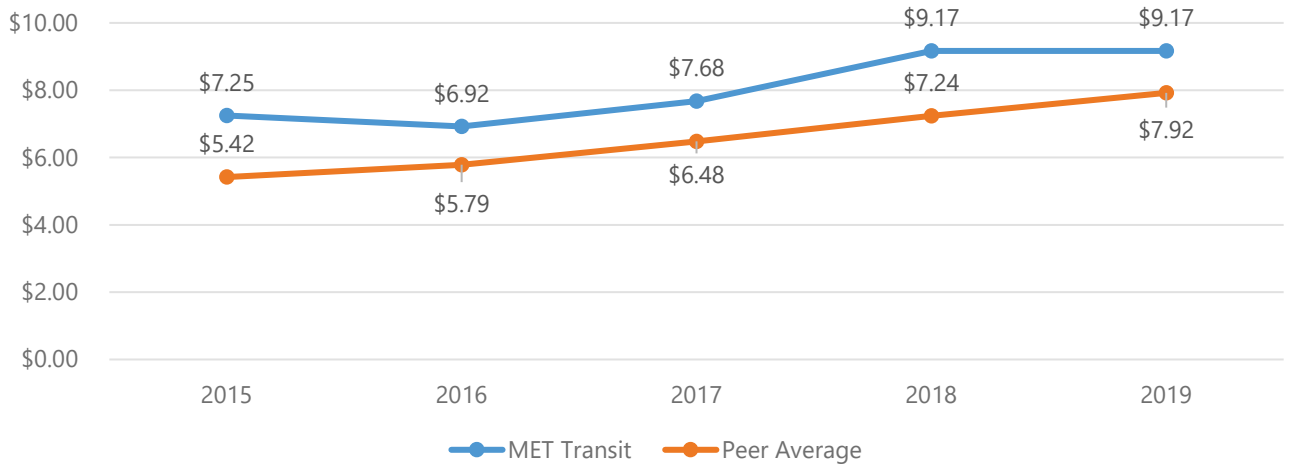


Figure 34. Operating Expenses Per Passenger Trip Compared to Peer Average, 2015-2019




## Cost Efficiency

Cost efficiency examines the amount of service produced in relation to the amount of resources expended. **Operating cost per revenue hour** is often a primary measure of a service's cost efficiency.

Figure 35 displays MET's 2019 cost per revenue hour in comparison with peers. At $93.28, it was about average among the peer agency group. MET's average used to be higher than the peer group but MET costs had a downward trend and peers had an upward trend, ending up in almost the same spot for 2019. Overall, this trend (Figure 36) is positive and means that MET operating costs per hour are on par with its peers in the industry.

Figure 35. Operating Cost per Revenue Hour, 2019

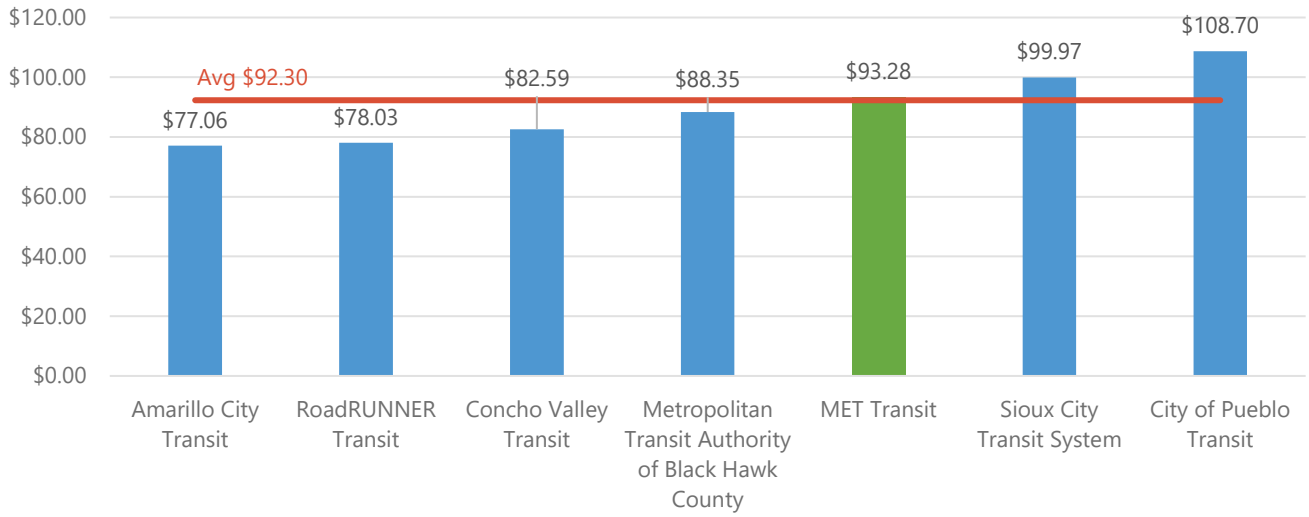
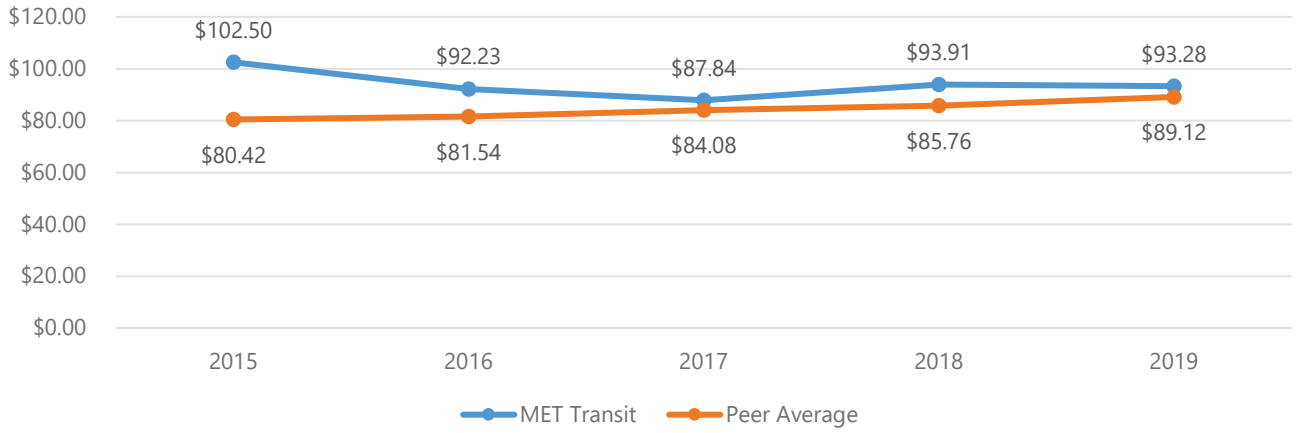


Figure 36. Operating Cost per Revenue Hour Compared to Peer Average, 2015-2019




## Service Effectiveness

Service effectiveness is a measure of the consumption of public transportation service in relation to the amount of service available. **Passenger trips per revenue hour** is the measure used to assess service effectiveness.

As shown in Figure 37 MET is below the average for 2019, but if MUTD, an upper outlier, is removed, the average becomes 12 trips per hour which is very close to MET's 10 trips per hour. Therefore, MET's passenger trips per hour is average among its peers and not a measure to cause concern. Over the last five years MET and the peer agencies average trips per hour rates have dropped. Figure 38 documents that from 2016-2018 MET's number dropped at a faster rate, but it stabilized by 2019.

Figure 37. Passenger Trips per Revenue Hour, 2019

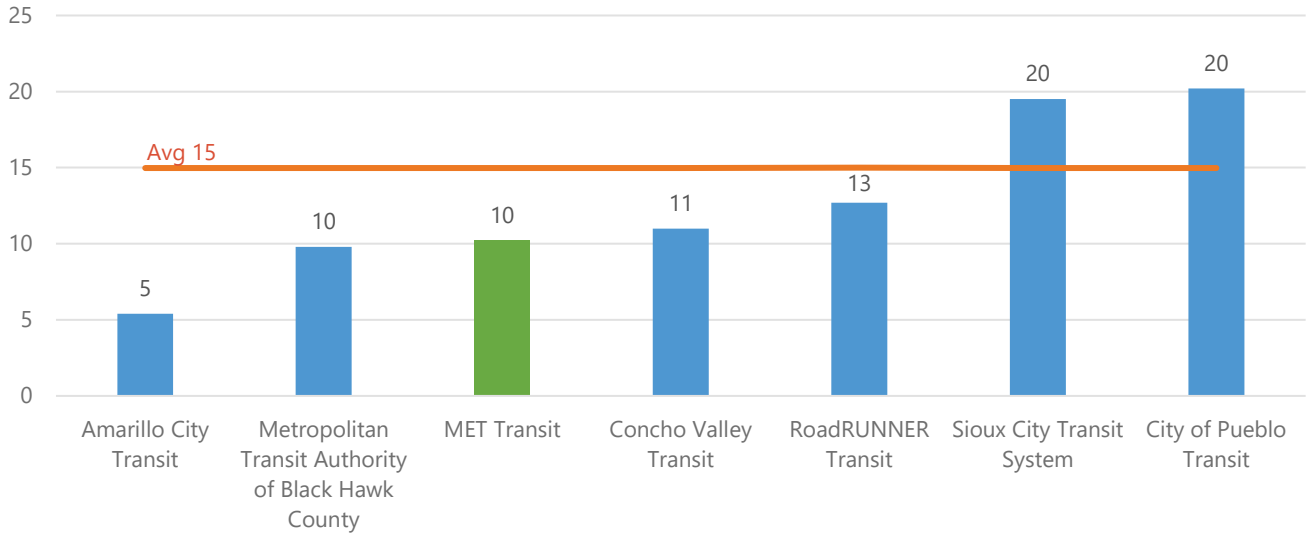
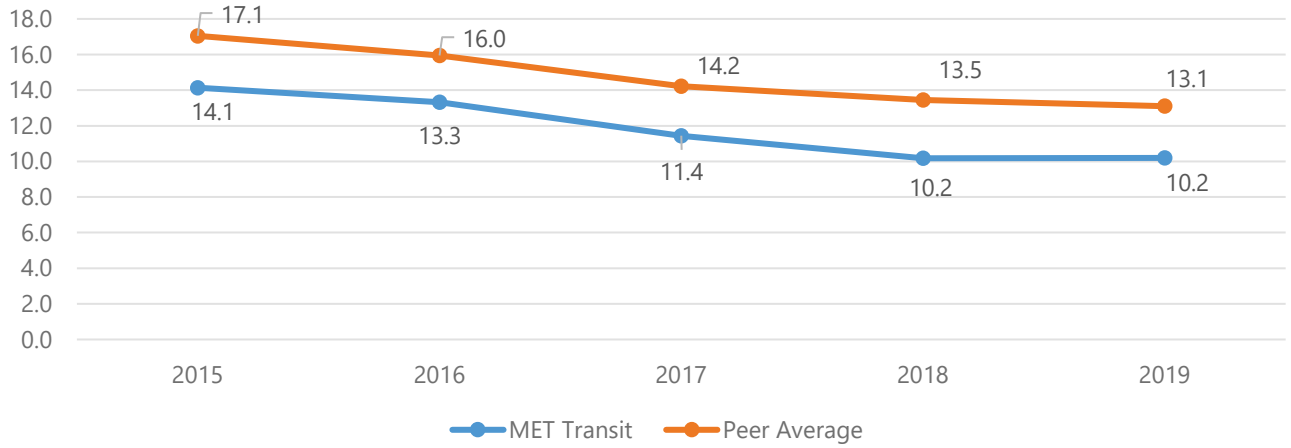


Figure 38. Passenger Trips per Revenue Hour Compared to Peer Average, 2015-2019




### Passenger Revenue Effectiveness

Passenger revenue effectiveness is measured with three metrics in this analysis: passenger revenue per passenger trip, operating ratio, and net expense (subsidy) per passenger trip.

**Passenger revenue per passenger trip,** or average fare per passenger trip, measures the amount each passenger is paying to use the service. The higher the average fare, the more cost is being borne by the passenger.

When looking at average fare per passenger trip, as well as all other measures involving fares, MUTD was removed because they have been fare free since 2015. As shown in Figure 39, in 2019 fare per passenger trip for MET was close to the average fare among the peer agencies. However, only one peer agency had a higher fare; this was RoadRUNNER Transit, which had a very high fare that brought the average up. This means that MET's average fare may be a little high for its peer group.

From 2016 to 2019, both MET and the peer average fares rose from 2015-2017, but MET rose at a higher rate (Figure 40). After 2016, MET's average fare rose slightly and the peer average decreased slightly.

Figure 39. Average Fare per Passenger Trip, 2019

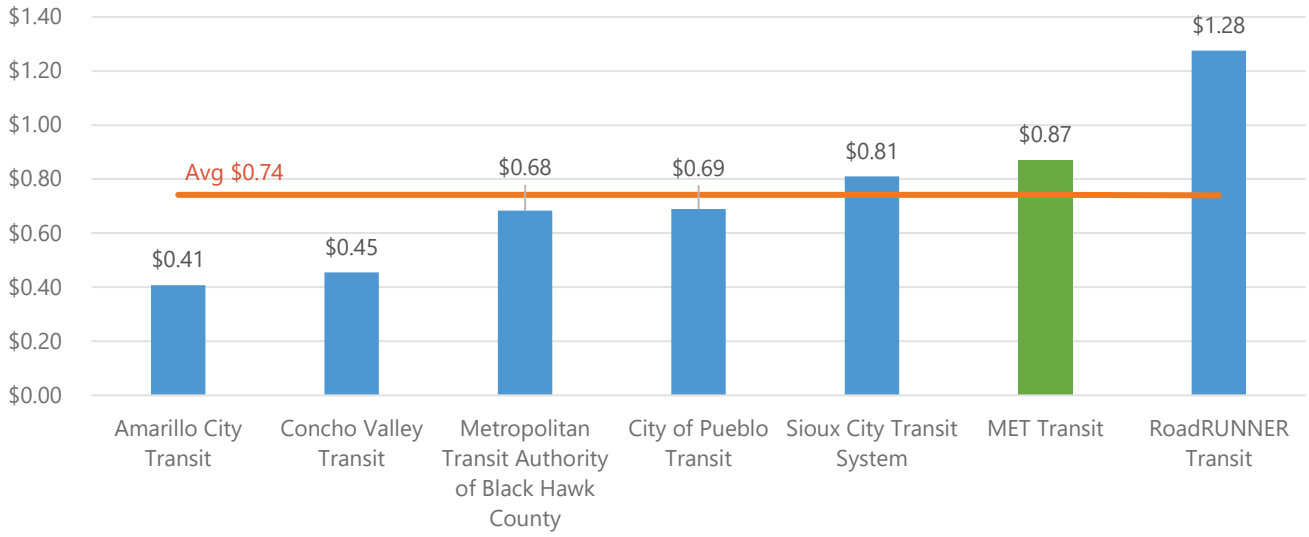
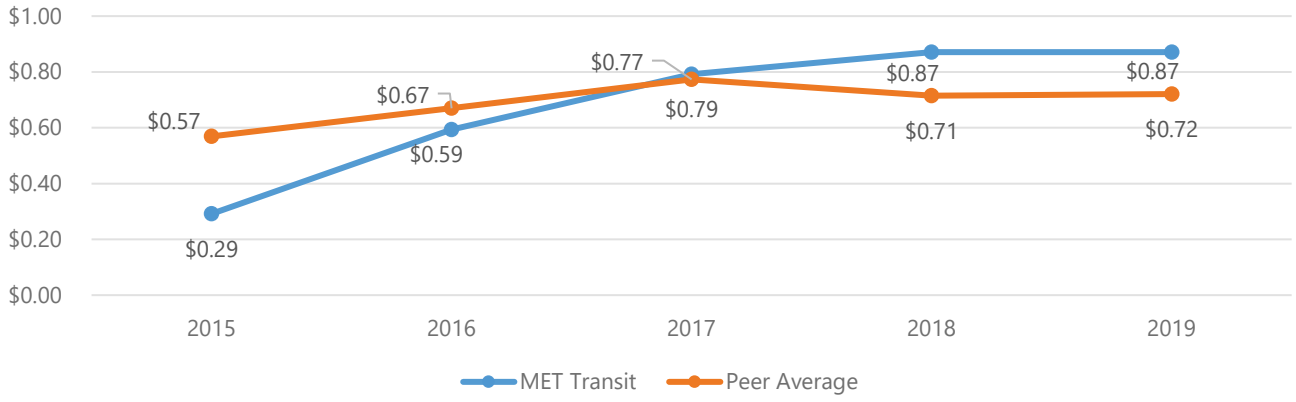



Figure 40. Average Fare per Passenger Trip Compared to Peer Average, 2015-2019




A system's **operating ratio** is the **ratio of revenues to operating expenses and** measures the level of operating expenses that are recovered through passenger fare payment. This measure is also referred to as the **operating ratio or farebox recovery**. It is expressed as a percentage to represent what percent of operation expenses are recovered through fare revenue.

Among its peers, (excluding MUTD) MET's operating ratio of 9% is just below the 11% average. Peer ratios for 2019 were evenly spread out from 3% to 21% with MET landing right in the middle, indicating fair performance in this measure for 2019.

From 2016-2019, the peer average operating ratio increased slightly from 2015-2016 and then decreased slowly to a lower ratio than 2015 by 2019. MET's ratio was much lower than its peers in 2019, but it rose rapidly from 2015-2017, becoming closer to the peer group average. After 2017 it decreased slightly but remained just below the peer average.

Figure 41. Operating Ratio, 2019

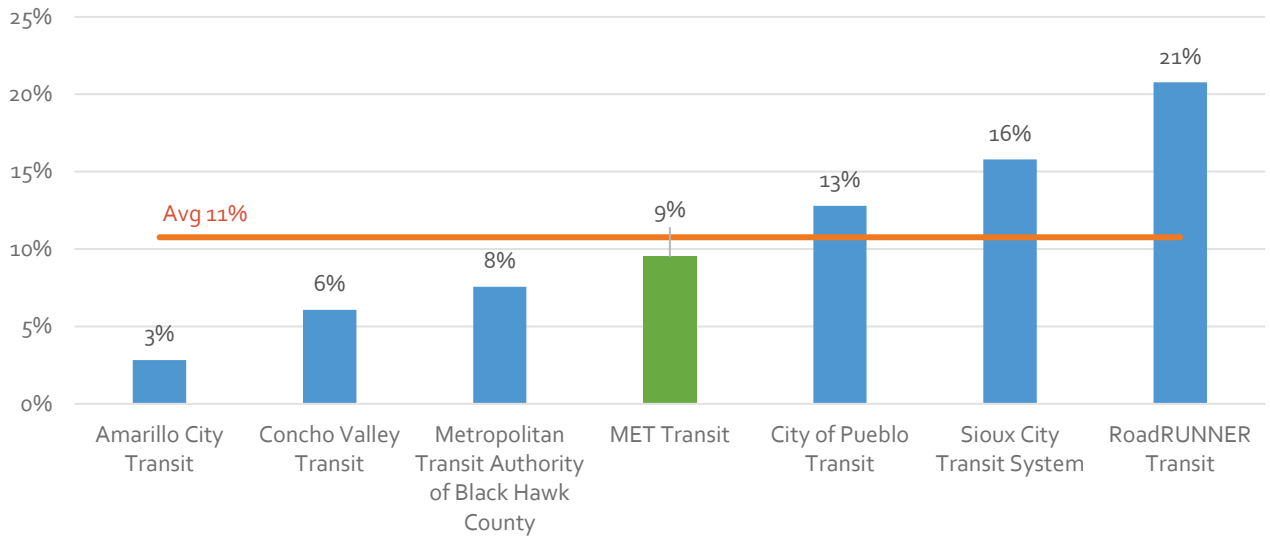
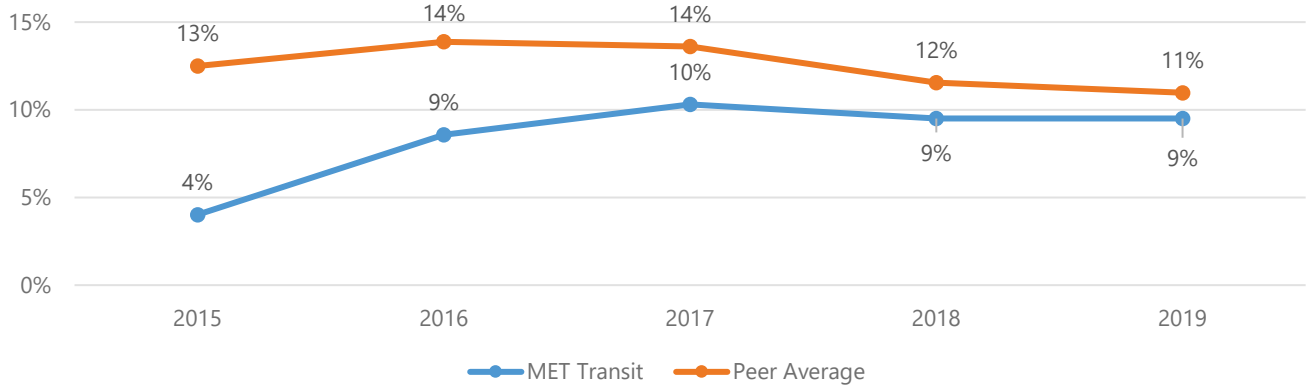



Figure 42. Operating Ratio Compared to Peer Average, 2015-2019




**Net expense (subsidy) per passenger trip** is used to measure the cost of each passenger trip that is paid for by public operating subsidy. Subsidy per passenger trip is calculated by subtracting passenger revenues from total operating expenses and dividing by total trips. The higher the operating subsidy, the more local, state, and federal resources are required to cover expenses.

The amount that MET subsidized for each transit trip in 2019 was just above the average in the peer agency group. The difference between MET's subsidy per trip and the peer average is noteworthy and is a measure that the agency might seek to improve.

Over the past five years both MET's and the peer group's per trip subsidies have increased steadily. This means that while the increasing subsidy is not necessarily a positive marker, MET's subsidy trends are lined up with its peers in the industry.

Figure 43. Subsidy per Passenger Trip, 2019

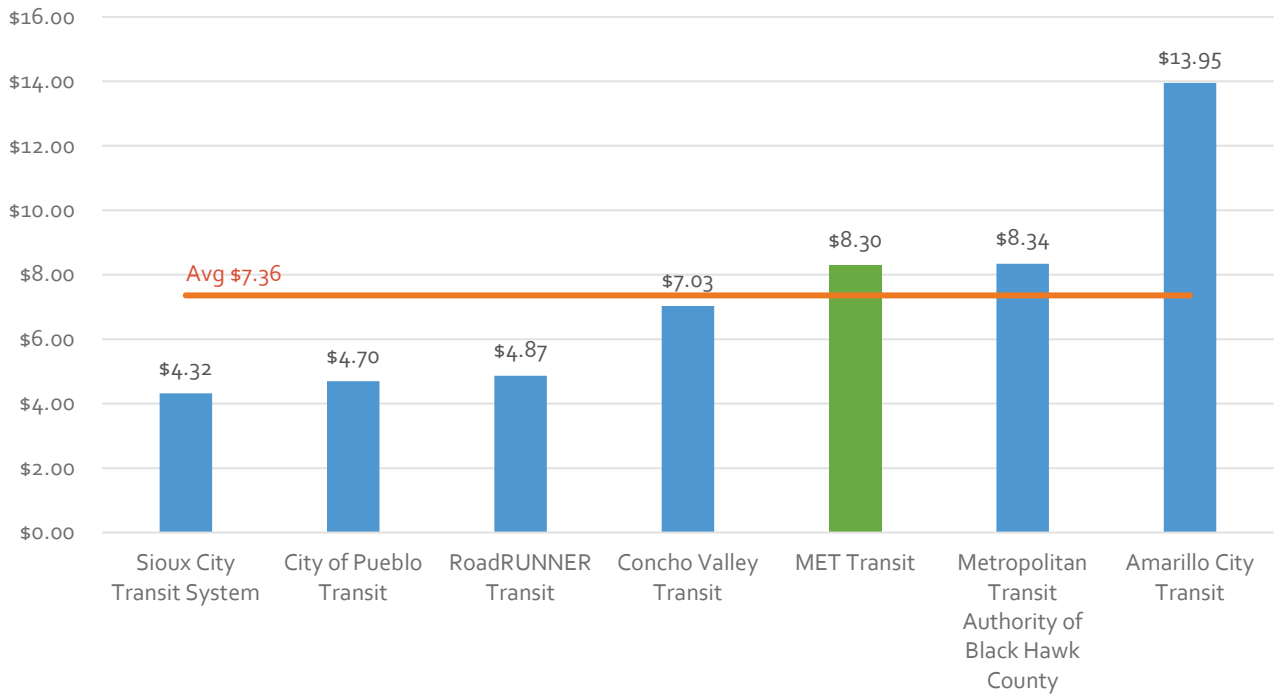
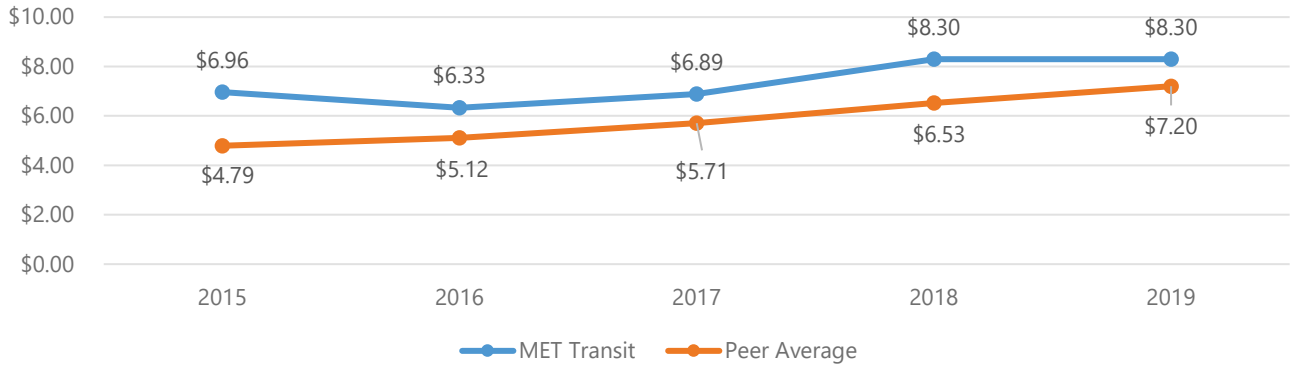



Figure 44. Subsidy per Passenger Trip Compared to Peer Average, 2015-2019




## Community Investment

Two performance metrics use the total population of the transit service area to identify the degree to which the community is invested in public transit. This category includes market penetration, as measured by **passenger trips per capita,** but it also includes the degree of funding allocated to transit by decision-makers, as measured by **total investment per capita.**

MET falls just below the average for passenger trips per capita among most of the peer group. In this measure, Missoula was, again, an outlier among the peer group with a trip number three times higher than the next highest agency. Because of the difference, the average was calculated for all the agencies (orange lines) and all agencies except MUTD (grey lines) in Figure 45 and Figure 46.

Figure 46 shows the change over time for trips per capita, and the effect MUTD has on the peer average is even more visible. The orange line, which represents the peer average including MUTD increases then decreases slightly. The grey line (peer average without MUTD) and blue line (MET) follow very similar trends in trips per capita from 2015-2019 with MET just a little below the peer agency group.

Figure 45. Passenger Trips Per Capita, 2019

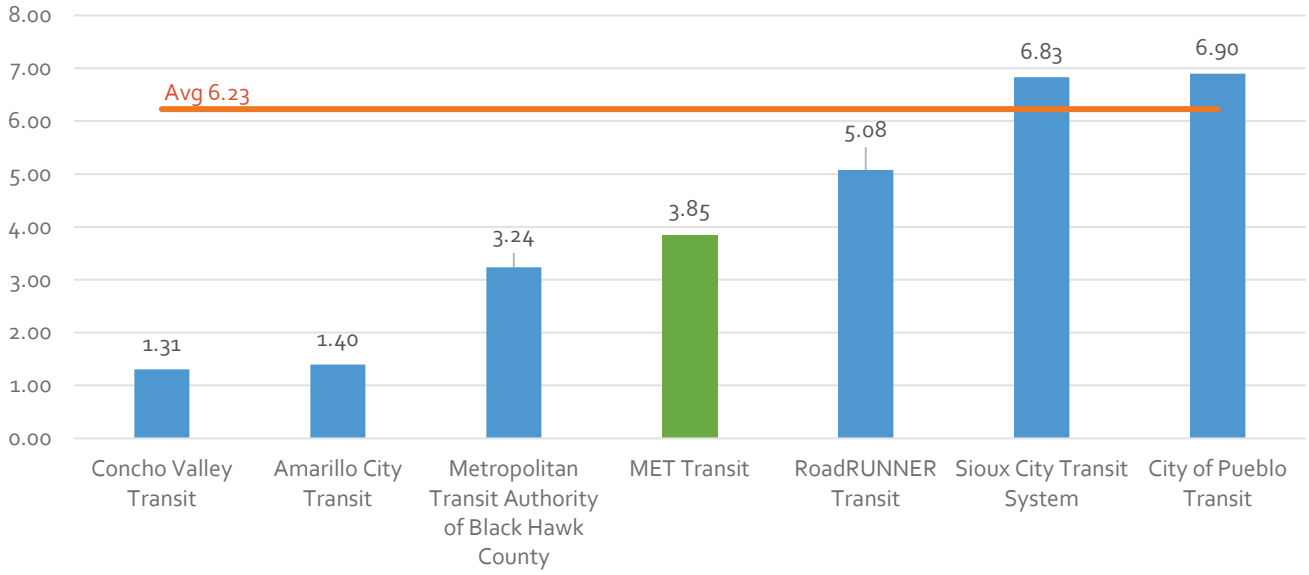
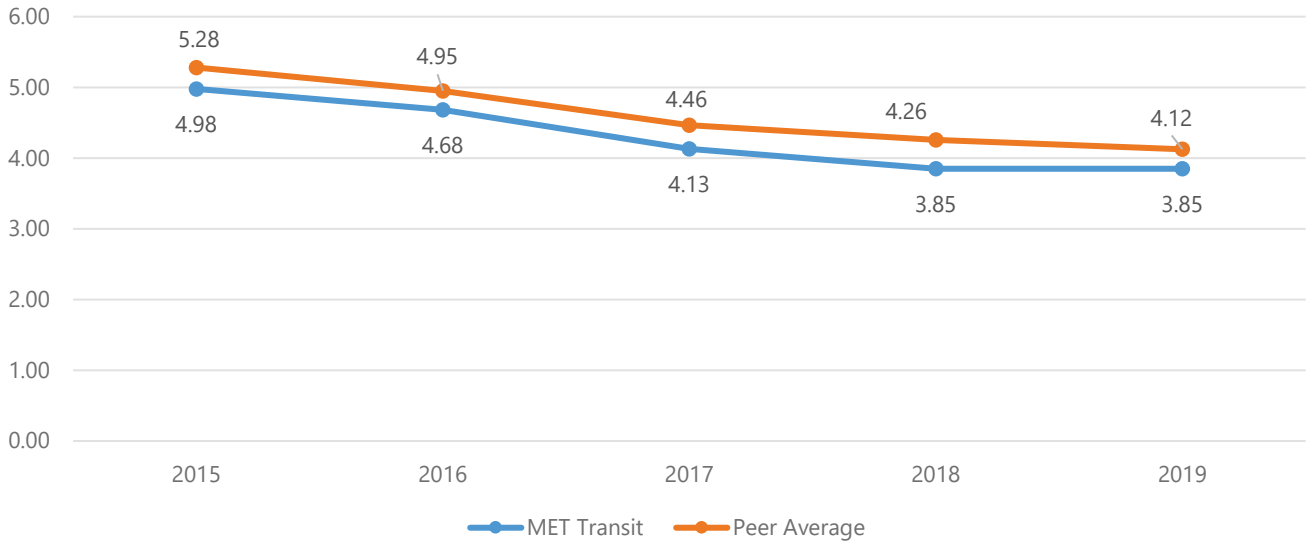


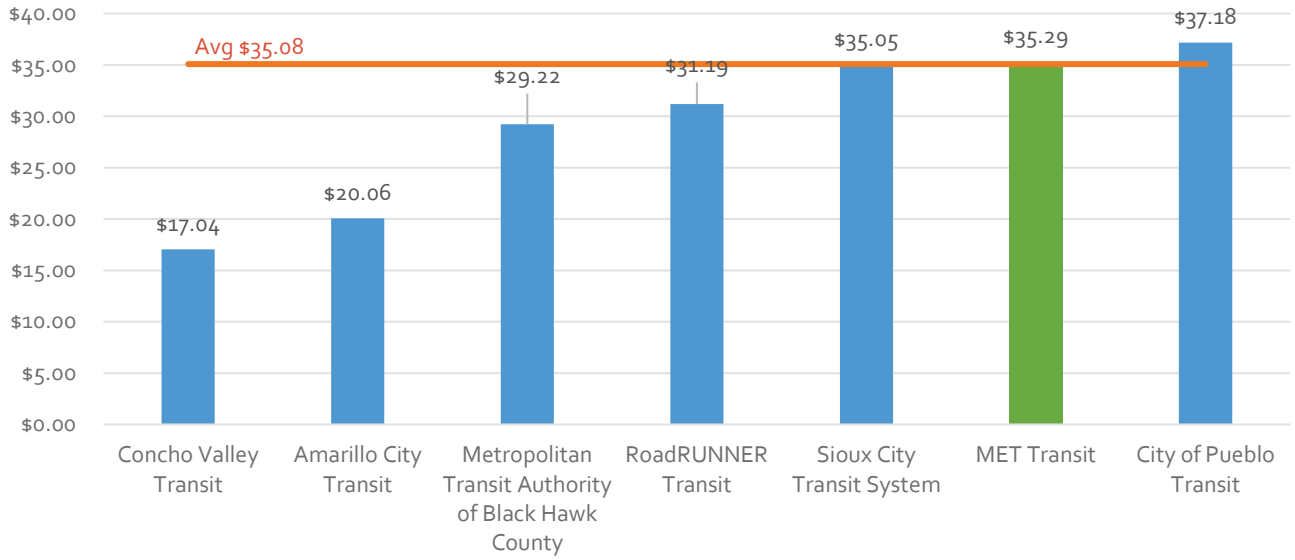

Figure 46. Passenger Trips Per Capita Compared to Peer Average, 2015-2019




The second measurement of community investment was investment per capita for fixed route service, which is the operating budget for fixed route divided by population. Once again, MUTD was an outlier with an investment level that was double the next highest agency. This makes sense because MUTD's operating expenses were by far the highest reported and their service area population was by far the smallest. Therefore, for this measurement It is more useful to look at how MET performs among its peers excluding

MUTD. In this context, MET is among the higher end of the peer group, but not the highest, which is a positive marker when measuring investment in community

Figure 47. Investment per Capita, 2019




## Summary

Running an analysis of effectiveness, efficiency, and community investment measures has allowed the consultant team to assess how MET performs relative to peer transit agencies. The key findings are summarized below:

- Overall MET's performance in the peer analysis was average in most measurements it fell in the middle of its peers and just above or below the average value
- For multiple measures including subsidy per passenger trip, operating ratio, fare per passenger trip, and operating cost per hour, MET has trended closer to the peer average over time.
  - Three of these measures (subsidy per passenger trip, operating ratio, fare per passenger trip) measure passenger revenue effectiveness. Though MET is trending towards the average in these three measures, it slightly underperforms in all three.

# PUBLIC INPUT AND ALTERNATIVES SELECTION PROCESS

# Public Engagement

## Overview

Opportunities for interested stakeholders to provide input to the plan were available throughout the approximately nine months of the study. Outlined below in Table 13 is a timeline of surveys completed, events held in the community to present milestone information proposed for the plan and gather input and public meetings held.

Table 13. Public engagement schedule

| Date | Description |
|---|---|
| March 2022 | Community Transit Survey |
| March 16, 2022 | Informal Discussions at Jobs Jamboree, Metra Park |
| April 6, 2022 | Informal Discussions at Walkable Cities presentation, Babcock Theater |
| April 7, 2022 | Informal Discussions at Chamber Breakfast, Metra Park |
| May 4, 2022 | Informal Discussions at Billings Public Library |
| May 4-5, 2022 | MET Driver Meetings |
| May 5, 2022 | Public Information Meeting 1 – Public Library (Presentation Slides in Appendix) |
| May 31, 2022 | Informal Discussions at Commuter Challenge Kickoff, Rose Park |
| June 27, 2022 | Informal Discussions at Downtown Transit Center |
| June 28, 2022 | Public Meeting #2 – Community and Senior Center (Open House Meeting – No Presentation) |
| August 11, 2022 | Informal Discussions at Southside Gardener's Market |
| August 17, 2022 | Informal Discussions at Downtown and Stewart Park Transfer Centers |
| August 18, 2022 | Public Meeting #3 – Public Library (Presentation Slides in Appendix) |




Public Meeting #1 – Public Library



Public Meeting #3 – Public Library




May 2022 – Public Library Tabling

## Community Survey

The community survey was designed to enable participation from as many users as possible. The survey collected information on the use of transit, the use and perception of transit, potential improvements, and demographic information, such as the number of vehicles in the household, income, age, race, and gender. The survey was conducted in both online and paper formats during Winter and Spring of 2022. The paper survey included a QR code link to the online version, which was also advertised on the project website and on social media. A copy of the paper survey is provided in the Appendix.

The community survey addressed transit use, future travel patterns, and overall interest and willingness to support additional transit services in the community. The survey revealed some important findings about the community's priorities and values regarding public transit:

- Most of respondents have had a direct or indirect experience with MET
- A minority use transit regularly
- Most respondents commute to, from, or within Billings
- Expanded service hours were revealed to be a top priority across every question set
- Weekday service hour expansion was a higher priority than Saturday service expansion
- Factors that are outside of MET's control were less likely to discourage or encourage transit use
- High gas prices were not a high factor for riding transit and preference for other modes was not ranked as a high deterrent
- Stop amenities, while viewed in a positive light, were not seen as important investments as increased service hours and frequency. This could either be due to the fact that MET currently uses a flag stop system or that the majority of respondents were not regular transit users and do not interact with the amenities and infrastructure provided by system as often.

Based on these consistent results, MET should first give strong consideration to recommendations that increase service hours and frequency. MET may also want to consider improvements to bus stop infrastructure and amenities as they were also considered priorities by the community survey. It may be useful for MET to target regular transit users when determining how to improve stop amenities and infrastructure in the future.

## Public Meetings

Each study milestone included a public information meeting at which information about the plan update was presented, questions from meeting participants were addressed and informal discussion about transit in the Billings were held. The next sections summarize information from the meetings.

### Public Meeting #1 – Public Library

Through this meeting the plan update was introduced, including:

- Content of the transit development plan

- Current background of MET relative to peer transit agencies
- Information provided through the community survey
- Plan update schedule

MET staff and the consultant presented the planning process and summarized the initial service planning through a presentation, which was followed by a questions and answer session. After the presentation, informal discussions were held to explain in more detail findings from the service reviews and address questions participants had about the MET system and/or the plan.

The meeting was broadcast through Facebook Live and recorded to provide interested people the opportunity to gather information at times more convenient.

Slides with presentation information are included in the Appendix.

## Public Meeting #2 – Community and Senior Center

The focus of this open house meeting was the range of ideas MET and the consultant team were evaluating to improve current service and to support expansion. A series of informational boards were available for review with a member of the consultant team and/or MET staff. Ideas for improvement and/or expansion of the system included:

- Updating the current route network to:
  - Reduce overlap in the path routes travel – In some case overlap is good as routes can support each other, while in other cases, the overlap results in inefficiencies. Balancing the conditions was the focus of the initial service improvement analysis.
  - Provide more coverage of areas of the community where employment and/or residential development support transit.
  - Reduce or eliminate service breaks that exist, which result in run times changing over the course of the day. These breaks can be confusing to new users and inconvenient to all users.
  - Create more north-south service in the community.
- Opportunities being reviewed to expand service to take advantage of increased federal and local funding.
- Evaluation criteria being used to evaluate expansion opportunities.

## Public Meeting #3 – Public Library

The purpose of this meeting was to present preliminary recommendations for improving and expanding service in Billings. Through the formal presentation updates to the network (identified as the Redesign Network) were presented, opportunities for expanding service associated with increased funding available, and ideas to make service more effective in the form of converting to designate transit stops (from the current flag stop system) were detailed. Following the presentation, there was an extended period of discussion with audience participants regarding the details of proposed service changes.

Similar to the other public meetings, MET and consultant staff were available for one-on-one discussion of current service and/or the proposed changes following the formal presentation.

Slides with presentation information are included in the Appendix.

## Email Input

Interested stakeholders were able to send emails with comments or questions about current services and/or proposed changes to address needs and funding opportunities. Emails received throughout the study period are included in the Appendix.

## Service to Lockwood

Conversations locally over the years have included the potential for adding transit service between Billings and Lockwood. The proximity to Billings and Lockwood's demographics establish the logic for the conversation. While there are both live and work opportunities in the community, there are few retail or service businesses to support live-work-recreate-shop opportunities. Thus, the level of daily travel between Lockwood and Billings is substantial. To support the statement, journey to work information from the US Census Bureau's On the Map tool was reviewed for where Lockwood resident jobs were located. Figure 48 displays the results of the mapping. From analysis of the census data for 2019, approximately 2,200 of the 3,600 of the employed residents of Lockwood work in Billings and represent a key potential customer group to consider in assessing opportunities for extending transit. The second image of the figure displays, in more detail, where people living in Lockwood commute for work.

With confirmation there is some level of travel between Lockwood and Billings for a primary trip purpose for which people use transit, alternatives for supporting demand were developed. As the level people would choose to use transit is not known through surveys or past experience, a range of service alternatives were identified. For each, information regarding service parameters, potential ridership, and cost were developed. The results are displayed in Table 14

Figure 48. Lockwood – Number of Commuter Coming In/Leaving Town for Work (2019 Data)

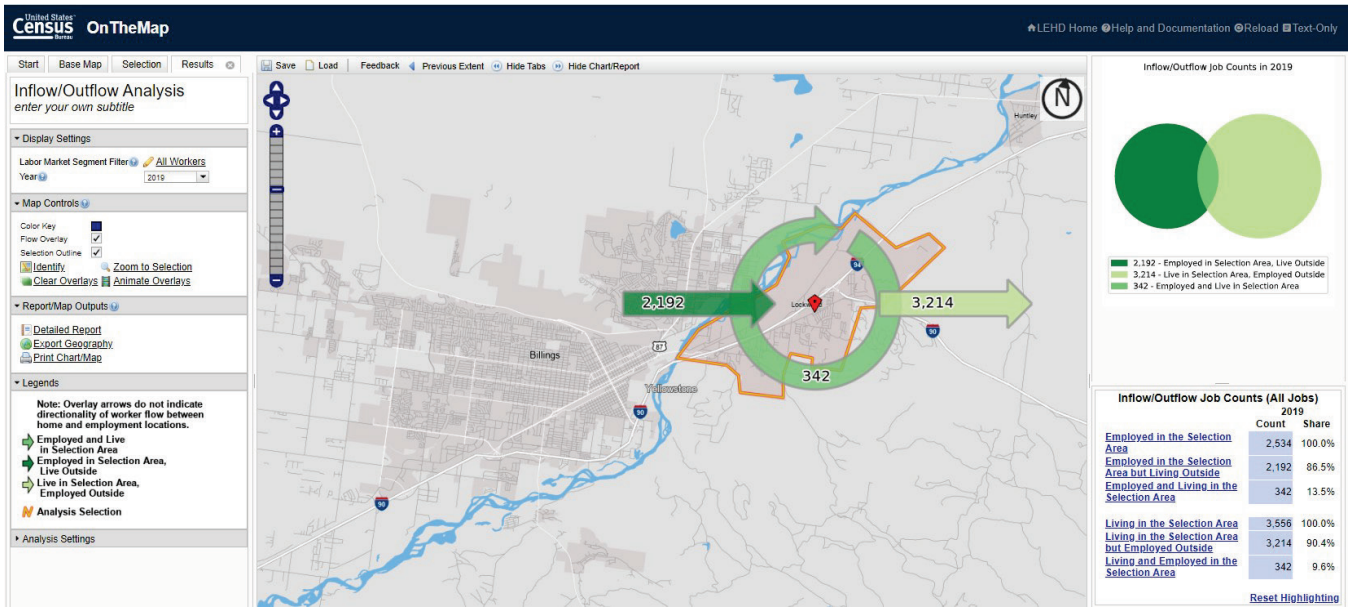


Figure 48 (Cont.) Detailed Commuting Patterns (Where People Living in Lockwood Work)

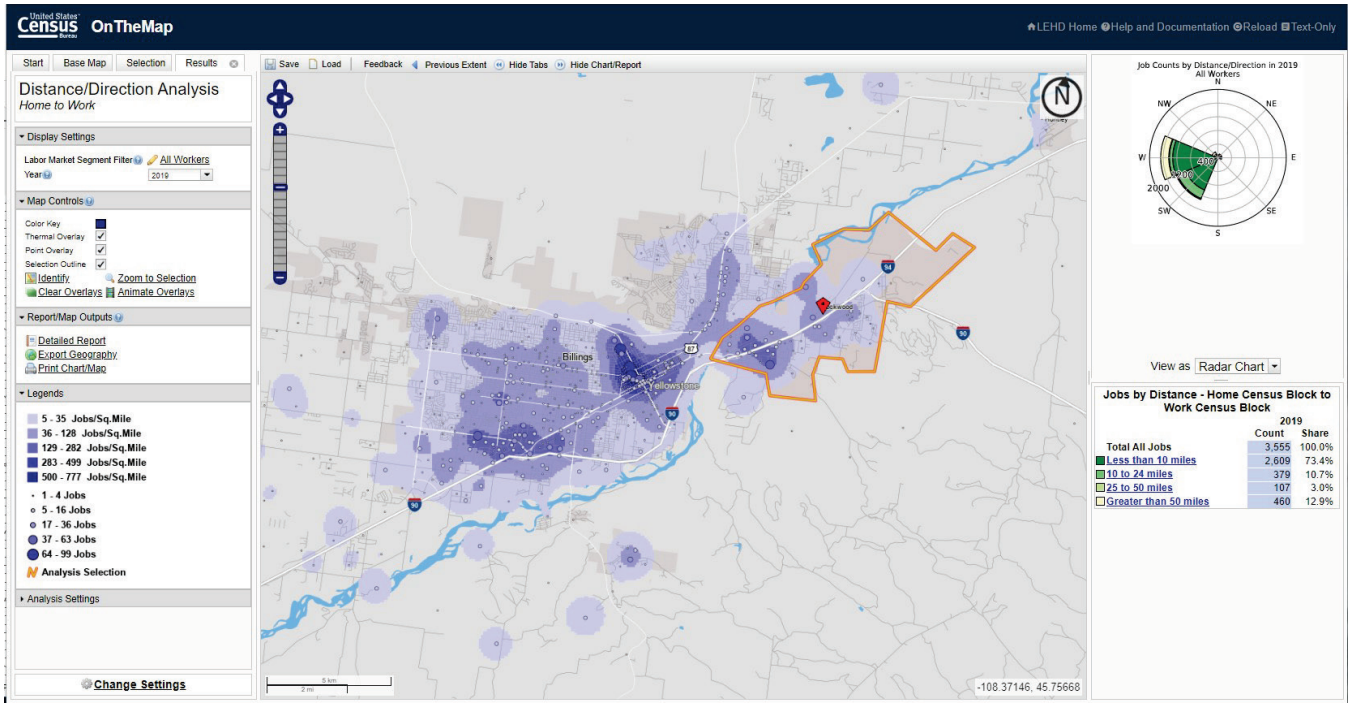


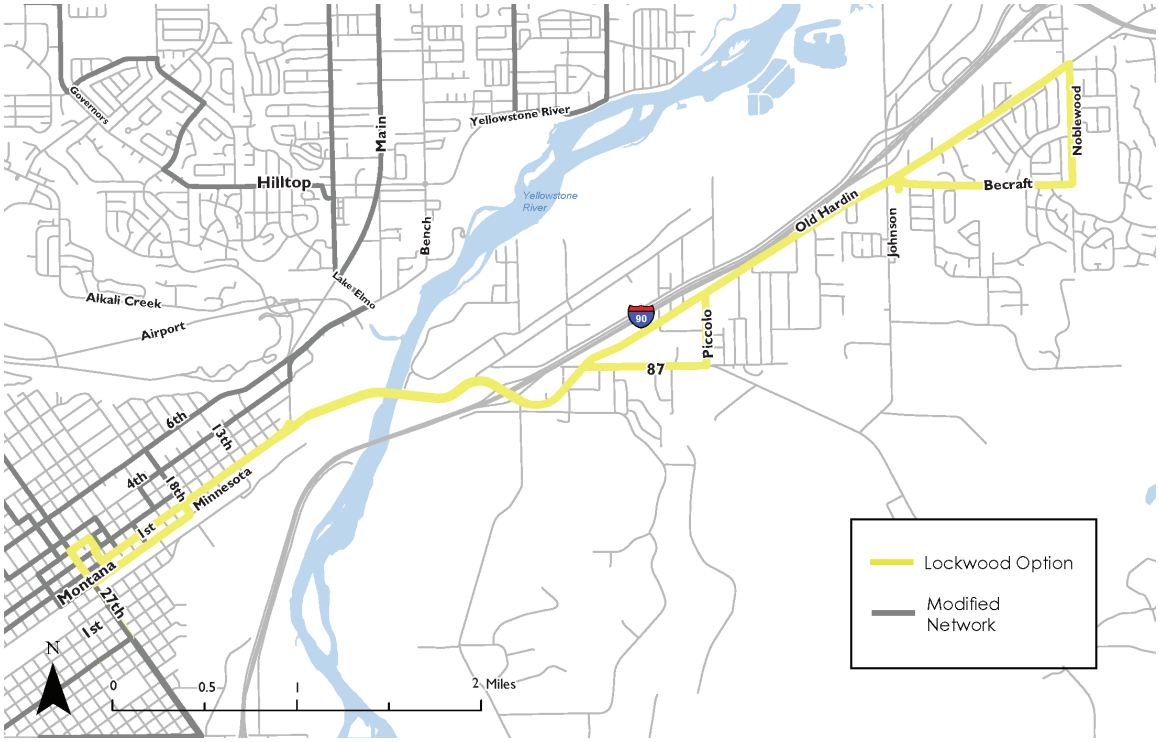

Table 14. Lockwood Service Alternatives Summary

| Service Concept | Annual Hours | Cost Per Hour | Annual Ridership (Estimated) | | Annual Operating Cost |
|---|---|---|---|---|---|
| | | | Annual Capacity Range | | |
| | | | Low | High | |
| **Fixed Route** | | | | | |
| All Day (Monday through Saturday) | 3,700 | $66.34 | 26,100 | | $245,000 |
| Weekday Peak Only (4 Hours/Weekday) | 1,280 | $66.34 | 9,000 | | $84,900 |
| **Demand Response** | | | | | |
| Full Time (Active 13 Hours/Day | 3,800 | $81.46 | 10,720 | 17,380 | $309,600 |
| Active 3.4 Time (9.75 Hours/Day) | 2,860 | $81.46 | 8,040 | 13,040 | $232,000 |
| Active ½ Time ((6.5 Hours/Day) | 1,900 | $81.46 | 5,360 | 8,690 | $154,800 |
| Active ¼ Time (3..25 Hours/Day) | 950 | $81.46 | 2,680 | 4,347 | $77,400 |
| **Flex Route** | | | | | |
| Full Time (Active 13 Hours/Day | 3,800 | $81.46 | 12,200 | 19,970 | $309,600 |
| Active 3.4 Time (9.75 Hours/Day) | 2,860 | $81.46 | 9,150 | 14,980 | $232,000 |
| Active ½ Time ((6.5 Hours/Day) | 1,900 | $81.46 | 6,100 | 9,990 | $154,800 |
| Active ¼ Time (3..25 Hours/Day) | 950 | $81.46 | 3,050 | 4,990 | $77,400 |

Note: Fixed route hourly service cost reflects only the incremental labor cost, not the fully apportioned rate that includes administration and maintenance. Similarly, the demand response and flex hourly rates reflect incremental labor cost reflective of a paratransit starting point.

The initial alternative for Lockwood service was fixed route. Figure 49 displays a logical route for serving higher population areas of the community and the path anticipated to get to/from the downtown Billing transit center.

Figure 49. Lockwood Fixed Route Concept




Key assumptions incorporated into the analysis and Table 14 include:

- Regular daily service assumes 13 hours per day and 10 on Saturday for 305 service days per year.
- Ridership for fixed-route service option is based on current riders per capita observed in Billings.
- Flex Zone service ridership per capita range is from a range observed in other cities.
- Demand response ridership per capita starts with Flex Zone numbers and reduces by 10 percent to account for added restrictions on same day service and potentially no phone reservation application.

Recommendations regarding advancing the concept are not addressed in the TDP. MET will continue to review the option and if there is interest on the part of Lockwood leadership, the alternatives review will be updated and funding options will be discussed.

City Council Regular

| | |
|---|---|
| Date: | 11/14/2022 |
| Title: | Acceptance of Donation from Phlilps 66 in the Amount of $22,500 to the Billings Police Department |
| Presented by: | Rich St. John, Police Chief |
| Department: | Police |
| Presentation: | No |
| Legal Review | Not Applicable |

## RECOMMENDATION

Staff recommends that City Council accept the donation from Phillips 66 in the Amount of $22,500 to be used to support the K9 program and upgrades to fiber optics at the Evidence facility.

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

Council policy requires that any donation greater than $500 must be approved by the City Council. Phillips 66 has donated $15,000 to be used to help pay for the purchase, training, and equipment, for one K9 team. Additionally, $7,500 was donated to Evidence for an upgrade to the fiber optics. An overall upgrade would be approximately $7,500 and greatly improve our ability to manage electronic evidence.

## ALTERNATIVES

City Council may:

- Approve the donation to the Billings Police Department in the amount of $22,500 or;
- Disapprove the donation to the Billings Police Department in the amount of $22,500 and provide further direction to staff.

## FISCAL EFFECTS

There is no impact to the General Fund.

City Council Regular

| | |
|---|---|
| **Date:** | 11/14/2022 |
| **Title:** | Michelotti Subdivision - Preliminary Minor Plat |
| **Presented by:** | Monica Plecker |
| **Department:** | Planning & Community Services |
| **Presentation:** | No |
| **Legal Review** | Not Applicable |

## RECOMMENDATION

Staff recommends the City Council conditionally approve the preliminary plat of Michelotti Subdivision, and adopt the Findings of Fact as presented in the staff report.

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

On October 3, 2022, Performance Engineering, applied for preliminary minor plat approval for Michelotti Subdivision. The proposed subdivision creates 2 lots for residential development. The subject property is generally located south of what will be Avenue D and east of Tiburon Lane. The property is zoned Mixed Residential 1 (NX1 -- 1 to 4-unit buildings) and Mixed Residential 3 (NX3 -- 5 or more-unit buildings). This property was annexed and re-zoned at the October 24th City Council meeting. As a condition of approval for the annexation, a preliminarily approved SIA must be mutually agreed upon within 45 working days. Conditional approval of this preliminary plat and SIA would fulfill the condition, thus effectively annexing the property.

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, prior to final plat approval, the applicant will include language in the SIA under the heading III Transportation E, to require a TIS with future development that will generate more than 500 trips per day. All intersection impact contributions identified within the traffic impact study must be made prior to the issuance of any building permits.

2. To protect public health and safety, prior to final plat approval, the applicant will at the time of construction of Avenue D, build the sidewalk along Lot 2 frontage. This language will also be included in the SIA under the heading III Transportation B. Sidewalks.

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

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

PROCEDURAL HISTORY

- Pre-application meeting July 14, 2022
- Preliminary plat application submitted to Planning Division on October 3, 2022
- Preliminary plat to City Council November 14, 2022
- 35 working-day preliminary plat review period ends November 22, 2022

PLAT INFORMATION

| | |
|---|---|
| General location: | South of what will be Avenue D and east of Tiburon Lane |
| Legal Description: | Certificate of Survey 2974, Parcel 2B |
| Owner/Subdivider: | Michelotti Sawyers & Nordquist Mortuary Inc. |

| | |
|---|---|
| Engineer and Surveyor: | Performance Engineering |
| Existing Zoning: | NX1 and NX3 |
| Existing land use: | Farmland |
| Proposed land use: | Residential |
| Gross and Net area: | 7.0 acres / 6.384 acres |
| Proposed number of lots: | 2 |
| Lot size: | Max: 6.28 acres<br>Min: 4,335 square feet |
| Parkland requirements: | Parkland dedication is not required as this is a minor subdivision. Section 23-1008 A. BMCC |

## STAKEHOLDERS

No stakeholder comment has been provided at this time. The public may provide comment on this item during the public comment portion of the City Council meeting at which this item is considered.

## ALTERNATIVES

In accordance with state law, the City Council has 35 working days to act upon this minor preliminary plat. The 35 working day review period for the proposed plat ends on November 22, 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 35 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 Michelotti 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 was used for agricultural purposes. There will be no irrigation infrastructure affected by this subdivision. There are no water rights or shares that will be available to this proposed subdivision. Any perimeter ditches and drains, that have downstream users, 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 subdivider will be installing an 8-inch water line the entire length of Avenue D through the subdivision. This 8-inch line will be connected to stub outs already within Avenue D on the east and west of the subdivision. The water line 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. 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 an 8-inch sanitary sewer from the existing line on the west side of the subdivision in Avenue D. 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 from Avenue D will be partially collected by curb inlets and conveyed to the existing storm drain collection system. This storm drainage will eventually drain into the existing stormwater detention pond located at the southwest corner of Zimmerman Homeplace Subdivision, just north of Grand Avenue and west of Green Valley Drive. Due to grade constraints a portion of the new construction of a section of Avenue D will force a portion of the stormwater to drain into the Village West Subdivisions existing conveyance

system. 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.

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 connecting Avenue D to existing Avenue D connections on the ease and west side of the property being subdivided. The street 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.

   A traffic impact study was not submitted for this subdivision. Future development of the lots will require a traffic impact study if the proposed development will produce more than 500 trips per day. At that time all identified intersection impact contributions identified within the traffic impact study must be made prior to issuance of any building permit. Language in the SIA under the heading III Transportation E, to require a TIS with future development. **(Condition #1)**

   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. At the time of construction of Avenue D, the sidewalk along Lot 2 frontage shall be constructed. **(Condition #2)**

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 54$^{th}$ St. West and Grand Ave. (Station #7). The subdivision is located within the ambulance service area of American Medical Response (AMR).

e. **Schools** – School District #2 provides educational services to elementary through high school students. Schools serving these students are Arrowhead Elementary, Ben Steele Middle School, and West High School. Response from School District #2 shows all these school as near maximum capacity or over.

f. **Parks and Recreation** – This subdivision is a minor subdivision and is not required to provide parkland. Section 23-1008 A, Billings Subdivision Regulations.

g. **Mail Delivery -** The United States Postal Service will provide postal service to the subdivision. Future development of the property will require coordination with the developer and the postal service for location of mail delivery boxes.

h. **Phasing of Development** - The applicant is not proposing to develop this subdivision in phases.

**3. Effect on the natural environment**

The subject property is vacant property that has been farmed in the past. The property is somewhat flat, generally draining south. The farming activity from the past has mostly removed natural habitat from the land.

The geotechnical study will be performed when future development is proposed on the land. The subdivision should have a minimal effect on the natural environment.

**4. Effect on wildlife and wildlife habitat**

There are no known endangered or threatened species on the property. 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:

**Essential Investments (relating public and private expenditures to public values)** Infill development and development near existing City infrastructure may be the most cost effective

**Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired.

Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels

**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.

A mix of housing types that meet the needs of a diverse population is important.

**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. The applicant will be connecting Avenue D through the proposed subdivision.

**3. Billings Area Bikeway and Trail Master Plan (BABTMP)**

There is no trial identified within the proposed subdivision. The nearest trails are north of the subdivision on Colton Boulevard. There is also a bike land along 38th Street West to the west of the proposed subdivision.

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

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

**E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]**

The subject property is located within Mixed Residential 1 (NX1 – 1 to 4-unit buildings) and Mixed Residential 3 (NX3 – 5 or more-unit buildings). 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 Avenue D within the proposed subdivision.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Michelotti 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 Michelotti Subdivision, be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, November 14, 2022

_____

William A. Cole, Mayor

PREL STANDARD BW.CTB

9/20/22 10:32:46 AM

C:\Users\Craig\Dallon\Dropbox (PEC Billings)\PEC Billings Team Folder\Michelotti Sawyers Mortuary\2022-074 Michelotti 1-Lot Subdivision\CAD\DWG\Plat\2022-074 Prelim Plat.dwg

PRELIMINARY PLAT OF

# MICHELOTTI SUBDIVISION

BEING TRACT 2B OF CERTIFICATE OF SURVEY NO. 2974, AMENDED
LOCATED IN THE SW 1/4 OF SECTION 34, TOWNSHIP 01 NORTH, RANGE 25 EAST, P.M.M.,
YELLOWSTONE COUNTY, MONTANA

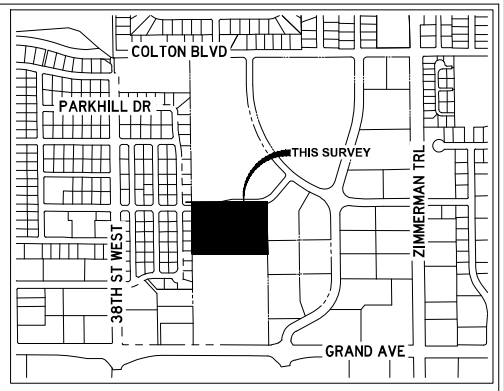
PREPARED FOR : MICHELOTTI, SAWYERS, & NORDQUIST MORTUARY, INC.

PREPARED BY : PERFORMANCE ENGINEERING, LLC

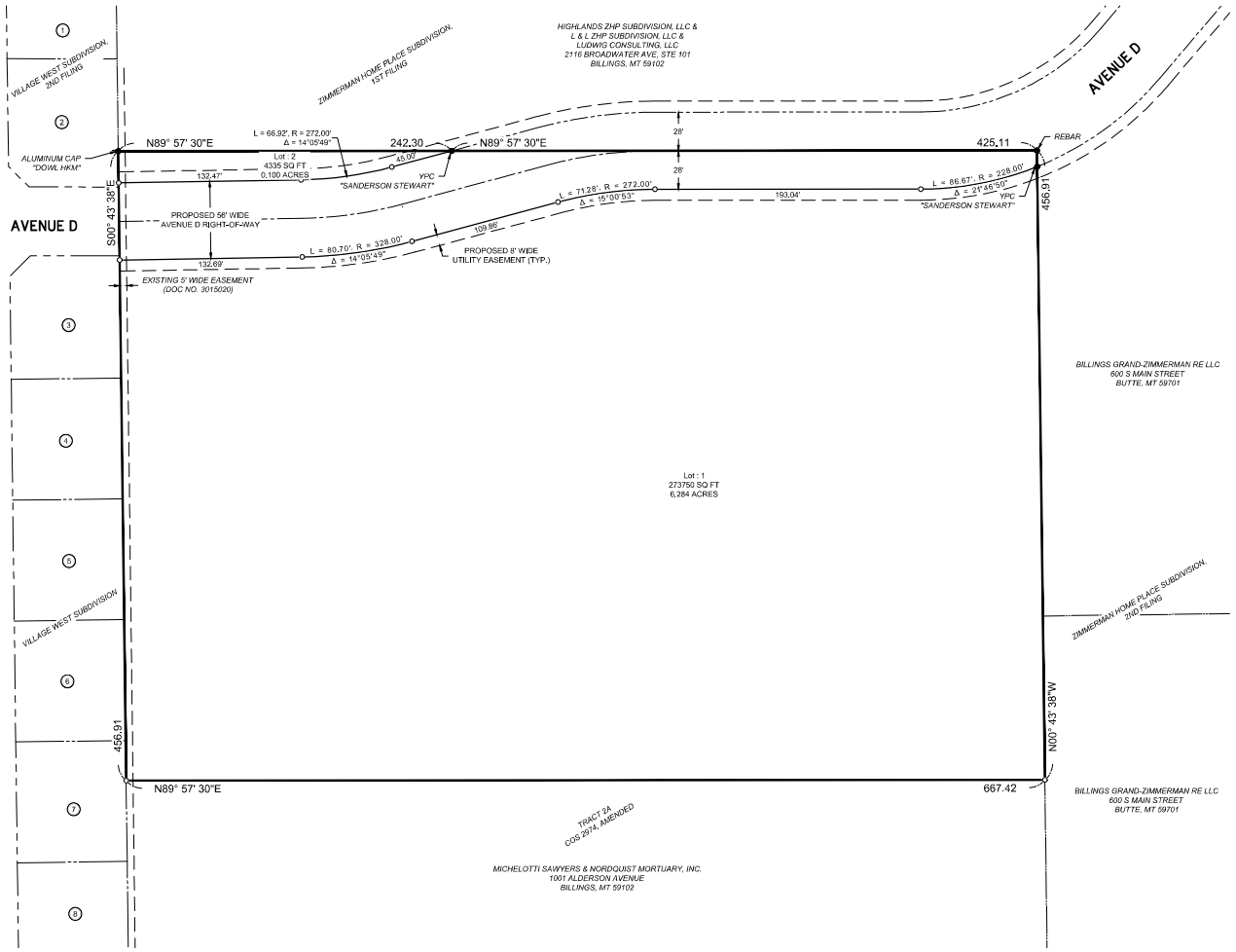
DATE OF SURVEY : MAY 2022

**LEGEND**

- FOUND PROPERTY CORNER, AS DESCRIBED
- SET PROPERTY CORNER, 5/8" REBAR W/ PEC PLASTIC CAP
- SURVEY BOUNDARY
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE OF PROPOSED RIGHT-OF-WAY




VICINITY MAP




**ADJOINING LANDOWNER INFORMATION**

1. LARRY E & PATRICIA L KRAMER
   1727 TIBURON LANE
   BILLINGS, MT 59102
2. RACHELLE E PREVOST
   1713 TIBURON LANE
   BILLINGS, MT 59102
3. SMOOTH TRANSITION, LLC
   4714 SILVER CREEK TRAIL
   BILLINGS, MT 59106
4. ANDREW S ANSETH
   1681 TIBURON LANE
   BILLINGS, MT 59102
5. CLARK E SWAN
   1643 TIBURON LANE
   BILLINGS, MT 59102
6. ROBERT KAHLER & SHANNON J KENNEDY-KAHLER
   1595 TIBURON LANE
   BILLINGS, MT 59102
7. ROBERT F & PEGGY S CANAN
   1567 TIBURON LANE
   BILLINGS, MT 59102
8. RICHARD F & MARGARET M DARE
   1551 TIBURON LANE
   BILLINGS, MT 59102

**SITE DATA**

| | |
|---|---|
| EXISTING LAND USE : | VACANT |
| EXISTING ZONING : | RR3 - RURAL RESIDENTIAL |
| PROPOSED LAND USE : | RESIDENTIAL |
| TOTAL LOTS IN SUBDIVISION : | 2 |
| GROSS AREA : | 7.000 AC |
| RIGHT-OF-WAY : | 0.616 AC |
| LINEAL FEET OF STREETS : | 395 LF |
| NET AREA OF LOTS : | 6.384 AC |
| PARKLAND REQUIRED : | NONE |
| PARKLAND DEDICATED : | NONE |

0 40 80
IN FEET

SHEET 1 OF 1

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

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**(City of Billings)**


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

## *MICHELOTTI SUBDIVISION*

**This agreement** is made and entered this _____ day of _____, 20___, by and between *Michelotti Sawyers & Nordquist Mortuary Incorporated*, whose address for the purpose of this agreement is **1001 Alderson Avenue, Billings, Montana, 59102**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

**WITNESSETH:**

**WHEREAS**, the plat of *Michelotti Subdivision*, located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Planning Board; and

**WHEREAS**, at a regular meeting conducted on ____ day of _____, 20___, the City Council conditionally approved a preliminary plat of *Michelotti 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 *Michelotti 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 are requested as part of this Subdivision.*

## 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 from the date of each subdivision phase opening, 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 lot owners 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. Additional geotechnical studies may be required by the City of Billings Building Department and Engineering Division at the time of individual lot development to acquire a Building Permit.

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

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

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

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

## III. Transportation

### A. Streets

- Subdivider will execute a private contract to construct public streets and curb and gutter within the public Right-of-Way (ROW) dedicated in conjunction with the Subdivision (56' along Avenue D). The improvements will consist of constructing a local roadway (34' TBC-TBC) from its connections with the existing paved portions of Avenue D on both sides of the Subdivision. Dedicated ROW widths will be per the City of Billings Subdivision Regulations.
- Standard curb and gutter will be installed along roadways within the Subdivision.
- All streets will be provided with asphalt concrete driving surface.

### B. Sidewalks

- Individual lot owners will be responsible for the construction of the sidewalks along their lot frontages at the time of lot construction and shall be included in each building permit.
- Sidewalks shall be 5-foot wide with a 5-foot boulevard planting strip between the sidewalk and the curb.

### C. Street Lighting

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

### D. Traffic Control Devices

- It is not anticipated traffic control devices will be necessary as part of constructing improvements related to the Subdivision.

### E. Access

- The Subdivision will be accessed via Avenue D.

### F. Billings Area Bikeway and Trail Master Plan

- The Billings Area Bikeway and Trails Master Plan does not identify any pathways or trails internal or connecting to the Subdivision.

### G. Public Transit

- Met Transit provides service to the City of Billings. No improvements are required to ensure public transit service.

## IV. Emergency Service

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

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.
- Should a terminated roadway during Subdivision phasing exceed 150' in length and there be no other approved means for apparatus turnaround on individual lots, a fire apparatus turnaround shall be installed at the termination point of roadways between each Subdivision phase.

## 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 runoff from the Avenue D right-of-way is proposed to be partially collected by curb inlets and conveyed to the existing storm drain collection system east of the Subdivision existing in Avenue D. This storm drain eventually drains to the existing stormwater detention pond located at the southwest corner of Zimmerman Homeplace Subdivision, just north of Grand Avenue and west of Green Valley Drive. Based on preliminary analysis, the existing 12" storm drain and said pond has the capacity to convey the additional stormwater from the Subdivision's Avenue D extension while meeting the Stormwater Management Manual.
- Grade constraints for the proposed Avenue D extension and the existing 12" storm drain in Avenue D will force a portion of the stormwater in the Subdivison's right-of-way to flow to the west, into the Village West Subdvision's existing conveyance system.

- Lots within the subdivision will be required to size and construct onsite stormwater facilities in accordance with the Stormwater Management Manual in effect at the time of individual lot development.

## VI. Utilities

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

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development in effect at the time building permits are issued.

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

- 8-inch water main to serve the Subdivision shall be installed by the Subdivider along Avenue D from existing stub-outs on both the east and west sides of the Subdivision.

### B. Sanitary Sewer

- The sanitary sewer system for the Subdivision will be installed by the Subdivider and will consist of an 8-inch gravity sewer main extending from Avenue D on the west side of the Subdivision east through the point that will service Lot 1 of the Subdivision.

### C. Power, Telephone, Gas, and Cable Television

- Mainlines for each utility will be installed by the private utility companies within the dedicated 8’ utility easements on the front of each lot.

## VII. Parks/Open Space

There is no parkland requirement for the proposed Michelotti Subdivision, as this is a first minor subdivision [MCA 76-3-621(3)(c)].

## VIII. Irrigation

No irrigation rights, infrastructure, or amenities are affected by the Subdivision.

## IX. Soils/Geotechnical Study

At the time of individual lot development, the City of Billings may require a geotechnical investigation or study per Building Permit requirements.

## X. Phasing of Improvements

Phasing of the Subdivision is not proposed.

## 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" *Michelotti Sawyers & Nordquist Mortuary Incorporated*

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 *Michelotti Sawyers & Nordquist Mortuary Incorporated*, 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 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:
*Michelotti Subdivision*

Signed and dated this _____ day of _____, 20___.

*Michelotti Sawyers & Nordquist Mortuary Incorporated*

By:_____

Title:_____

STATE OF MONTANA )
: ss
County of Yellowstone )

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of *Michelotti Sawyers & Nordquist Mortuary Incorporated*, the person who executed the forgoing 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

Taylor Kasperick, PEC Engineering
698 N 29th Street
Billings, MT 59101

Dear Applicant:

On November 14, 2022, the Billings City Council conditionally approved the preliminary plat of Michelotti Subdivision, subject to the following conditions of approval:

1. To protect public health and safety, prior to final plat approval, the applicant will include language in the SIA under the heading III Transportation E, to require a TIS with future development that will generate more than 500 trips per day. All intersection impact contributions identified within the traffic impact study must be made prior to the issuance of any building permits.

2. To protect public health and safety, prior to final plat approval, the applicant will at the time of construction of Avenue D, build the sidewalk along Lot 2 frontage. This language will also be included in the SIA under the heading III Transportation B. Sidewalks.

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

4. The final plat shall comply with all requirements of the City of Billings Subdivision regulations, rules, 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

Sincerely,

_____
William A. Cole, Mayor

City Council Regular

| | |
|---|---|
| **Date:** | 11/14/2022 |
| **Title:** | EBURD Tax Increment Assistance - 304 North 19th Street - STIR, LLC |
| **Presented by:** | Wyeth Friday |
| **Department:** | Planning & Community Services |
| **Presentation:** | No |
| **Legal Review** | Not Applicable |

## RECOMMENDATION

The Billings Industrial Revitalization District (BIRD) Board of Directors recommends the City Council approve up to a maximum reimbursement of $22,354 from the EBURD tax increment finance district funds to STIR, LLC to assist in the redevelopment/re-purposing of property for at 304 North 19th. Actual reimbursement will be based upon 100% of the actual costs incurred for qualified expenses for the improvements made to property subject to the following conditions:

1. This TIFD reimbursement is the maximum that can be received pending satisfactory submission of all paid invoices showing the completion of expenditures related to this project.
2. If funds are not available, reimbursement can be carried over to the next fiscal year.

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

The Billings Industrial Revitalization District (BIRD) Board of Directors is presenting this recommendation to the City Council for allocating $22,345 in tax increment finance funds (TIF) from the East Billings Urban Renewal District (EBURD) to provide financial assistance to STIR, LLC for security fencing as part of its redevelopment/re-purposing of property at 304 North 19th to house a catering business supporting the High Horse Saloon. The BIRD board reviewed and recommended approval of this project at its board meeting on Tuesday, October 11th. The recommended amount was determined by the BIRD TIF review committee following work done by the BIRD director with the new property owner. The total fence project cost is $37,258.

The property has been vacant for about 16 months and has seen increased transient activity and graffiti. The new owner is planning to make cosmetic and site improvements, including painting the building, new signage, exterior lighting and streetscape and landscape improvements. The fencing will prevent trespassing and dumping of junk on the premises, but will more importantly enable the owner to utilize the full site and have a secure parking area. The owners plans are multi-phased (See attached STIR, LLC Narrative). The first phase is to use the property to support catering services related to the High Horse Saloon on Montana Avenue. The second phase is to enable a commercial kitchen leasing option which can support local food trucks and mobile catering businesses. The final element that may be eventually added is an on-site food service location which is currently limited in the neighborhood.

The BIRD Board's recommendation of $22,345 toward the improvements results in about a 60% investment in public funds and a 40% private investment for the fence portion of the improvements. The BIRD Board noted several reasons for its support of the project:

- This fence project is very similar to the Belle Chemical fence project funded in part by EBURD TIF funds in 2020 at a similar 60% public investment level.
- The fencing requirements in the EBURD Zoning regulations require a higher quality of fencing than standard chain link and so the cost of fencing commercial property is at a higher level in the EBURD area.
- The fence concept for STIR, LLC requires the site being secure before it can be used to the capacities the new owners need to keep equipment and vehicles safe, avoid vandalism and prevent dumping of junk on the property.
- The High Horse expects to increase its catering through STIR, LLC and looks to add 10-15 new employees for this venture that supports existing demand for catering services.
- With the reuse and redevelopment of this property, this project is in alignment with the EBURD Urban Renewal Plan under its Business Programs and Projects goal (See page 3, item I of the Urban Renewal Plan Attached), and the EBURD Master Plan's principles of fostering economic growth, and ensuring industrial operations continue. Reuse and improvement of this property in the EBURD aligns well with the urban renewal efforts of the City and the EBURD.

This process and action of the BIRD is under its authority per the Memorandum of Understanding between the City of Billings, Big Sky Economic Development, and the BIRD, Inc. approved by the City Council on May 13, 2019.

## ALTERNATIVES

The City Council is the final authority in disbursing TIF funding. This proposed use of TIF funds conforms to the City's TIF Policy and aligns with the EBURD Urban Renewal Plan and Montana Code for urban renewal projects and programs. The City Council may:

- Approve the recommendation from the BIRD Board for the expenditure of these TIF funds, or;
- Modify and approve the recommendation from the BIRD Board for the expenditure of these TIF funds
- Disapprove of the recommendation from the BIRD Board for the expenditure of these TIF funds.

## FISCAL EFFECTS

The request is for a total of up to a maximum of $22,354 to be reimbursed to STIR, LLC only upon completion of the work and submittal of the invoices for the cost incurred. It is expected that this expenditure, given its relatively small amount, will not negatively impact the EBURD budget for FY23.

---

**Attachments**

STIR, LLC Application
BIRD STIR Project Eligibility Narrative
BIRD Funding Recommendation
Property Photo
EBURD URD Plan
City TIF Policy

# STIR, LLC
## Request for TIF Assistances

Shawna Pyburn

6 Alderson Ave, Billings MT 59101

*406-671-3134*

*shawna.pyburn@gmail.com*

consulting
marketing
hospitality
services

STIR

*Stirring up Business within the Local Community*

**304 N. 19th Street**
**Billings, MT 59102**

- **Commercial Kitchen Leasing**
- **Marketing Evet Planning**
- **Hospitality Services**

September 17, 2022

Billings Industrial Revitalization District,

My name is Shawna Pyburn, of STIR. I am very excited to have purchased 304 N. 19th St, located in the EBURD District. I am submitting an application for TIF Assistance Funding to update the property's Security Fencing and increase the overall curb appeal. Thus, providing an environment, where Billings' Local Small Businesses can utilize our services and space Safely and Securely. We are looking to eliminate transient traffic and squatters from storage areas on site with durable, yet esthetically pleasing fencing with remote openers for increased safety after-hours.

Stir will offer Commercial Kitchen Leasing, in-house Marketing and Event Planning with various forms of Hospitality Services. Long term employment opportunities would range from basic level jobs within the hospitality industry including Dishwashing, Serving and Event Set Up, all the way to event organizing, fundraising, product development and marketing strategies. STIR's network created from these jobs and other business relationships will generate the type of energy needed build the neighborhood.

Stir currently leases its commercial kitchen space to Reid Pyburn, of the High Horse Saloon, for their Food Catering operations. The High Horse is expecting to add on average 10-15 new job opportunities thru their catering, offering beginning level jobs up to experienced level full-time positions. The High Horse has worked with many local businesses thru the years and is a great asset and presence to 304 N. 19th St. We have two other vendors, currently leasing space as needed.
Future Plans, by the end of 2022, for 304 N. 19th include a New Coat of Paint, Updated Signage and Lighting. Landscaping improvements are currently underway to matin existing trees and shrubs. As well as weed control.

Thank you for your consideration for Funding. I am excited to grow with the BIRD District and all efforts Revitalize and Maintain the area.

*Sincerely,*

**STIR, LLC**
**Shanwa Pyburn**

BIRD
Billings Industrial Revitalization District

# BILLINGS INDUSTRIAL REVITALIZATION DISTRICT, INC.
# EBURD APPLICATION

Project Name: Stir, LLC - High Horse Saloon Date Submitted: September 19, 2022

## APPLICANT INFORMATION

1. Name: Stir LLC
2. Address: 6 Alderson, Billings MT 59101
3. Telephone Number: 406.671.3134 Cell# 406.690.1135

## PROJECT INFORMATION

1. Building Address: 304 N. 19th, Billings MT 59101
2. Legal Description: 3523220439-304 N. 19th
3. Ownership: Stir LLC, Shawna Pyburn

   Address: 6 Alderson, Billings MT 59101

4. If property is not owned by the APPLICANT, list leasehold interests (Attach evidentiary materials.)

   Name: _____

   Address: _____

5. Existing/Proposed Business: Stir LLC

   Business Description: Consulting, Marketing and Hospitality Services. Catering and Commissary Kitchen

6. Employment: Existing FTE Jobs 1

   New Permanent FTE Jobs created by project 10 Construction FTE Jobs _____

7. Architectural Firm: _____

   Address: _____

Architect: _____

8. Description of Project: (Attach narrative explanation & plans.)

9. Rehabilitation/construction plans: (Attach schematics, site and landscaping plans.)

10. Project Schedule: (Attach time line or schedule through completion.)

## PROJECT COSTS

Land and Site Improvements (Itemized)

1. Security Fencing $ 37,258
2. _____ $ _____
3. _____ $ _____
4. _____ $ _____

Subtotal $ 37,258

Construction/Rehabilitation Costs (Use general construction trade divisions)

1. _____ $ _____
2. _____ $ _____
3. _____ $ _____
4. _____ $ _____
5. _____ $ _____
6. _____ $ _____
7. _____ $ _____
8. _____ $ _____

Subtotal $ _____

Fees

1. Architectural/Engineering $ _____
2. Permits _____ $ 1,000
3. _____ $ _____

Subtotal $ _____

Total Project Development Costs **$** 38,258

## PROJECT FINANCING

Please complete Sources of Funds detail and summarize below.

A. Applicant Equity

Cash Invested $ 75,747.33

Land & Buildings
(if value is more that State of Montana valuation then a current appraisal must be submitted) $ 154,762.67

Other _____ $ _____

_____ $ _____

A. Subtotal Applicant Equity $ 230,510

B. Lender Commitments (Attach Bank Loan Commitment letter, Letters of Credit or other documentation.)

| Lender | Loan Amount | Interest | Term | Payment/Period |
|---|---|---|---|---|
| Yellowstone Bank | $ 152,000 | 5.95% | 15 yrs | $ 1,450 /Month |
| _____ | $ _____ | _____% | ____yrs | $ _____/Month |

B. Total Loan Amount $ 152,000

C. TIFD request for funds for eligible public improvements.

| | | MCA Statute (office use only) |
|---|---|---|
| Security Fencing | $ 38,258 | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |

C. Subtotal TIFD Funds Requested $ 38,258

D. Other Source of Funding _____ $ _____

---

Sources of Funds Summary (Post totals from above.)

| | |
|---|---|
| A. Applicant Equity | $ 75,747.67 |
| B. Lender Commitments | $ 154,762.67 |
| C. TIFD Funds Request | $ 38,258 |
| D. Other Funds | $ |
| **Total Project Financing** | **$** 268,768.34 |

# APPLICANT STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

APPLICANT

1. Name: Stir LLC

   Address: 6 Alderson, Billings MT 59101

2. If the APPLICANT is not an individual doing business under his/her own name, the APPLICANT has the status indicated below and is organized or operating under the laws of _____.

3. X _____ corporation/LLC.

   _____ nonprofit or charitable institution

   _____ partnership known as _____

   _____ Other (explain): _____

   Date of organization: 7/22/21

4. Names, address, title of position (if any), and nature and extent of the interest of the officers and principal members, principal shareholders, investors, or partners of the APPLICANT.

| Name and Address | Nature and Extent of Interest |
|---|---|
| Shawna Pyburn<br>6 Alderson<br>Billings MT 59101 | Owner |

FINANCIAL CONDITION

1. Provide a current financial statement (consisting of a Balance Sheet and Profit & Loss Statement) & Current Tax Return for each private entity involved in the project. This application and all financial information become part of the public record when submitted to the BIRD and is available upon request under the State of Montana Public Information Rules.

2. Has the APPLICANT or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntary or involuntary, within the past ten (10) years?
   No x Yes _____ If yes, give date, place, and under what name

   _____

3. Has the APPLICANT or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past ten years:
   No x Yes _____ if yes, give date, charge, place, court and action taken for each case.

   _____

   _____

## CONSTRUCTION CONTRACTOR

1. Identify the construction contractor or builder who will undertake this project.

   Name: Jares Fence

   Address: 10640 S. Frontage Rd, Billings MT 59101

2. Has named contractor or builder ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last ten years?
   No x Yes _____ if yes, explain.

3. Attach copies of bids to application:

4. If Applicant intends to do any of the construction themselves then APPLICANT shall provide three (3) independent contractor bids which must accompany this application for the work to be provided.

## CERTIFICATION

I (we), Shawna Pyburn
(please print), certify that the statements and estimates within this Application as well as any and all documentation submitted as attachments to this Application or under separate cover are true and correct to the best of my (our) knowledge and belief. I/We certify that I/We will make no application for any other tax abatement that may be available for this real property or building.

Signature _____ Signature _____

Title Owner Title _____

Address 6 Alderson Address _____

Billings MT 59101 _____

Date 9/19/22 Date _____

JARES FENCE CO.

JARES FENCE COMPANY, INC. 10640 S. FRONTAGE ROAD
BILLINGS, MT 59101 (406) 652-1924

# PROPOSAL/CONTRACT

09/06/2022

**Customer Information:**

High Horse Saloon
Office (406)259-0111
3953 Montana Avenue
BILLINGS, MT 59101

**Job Information:**

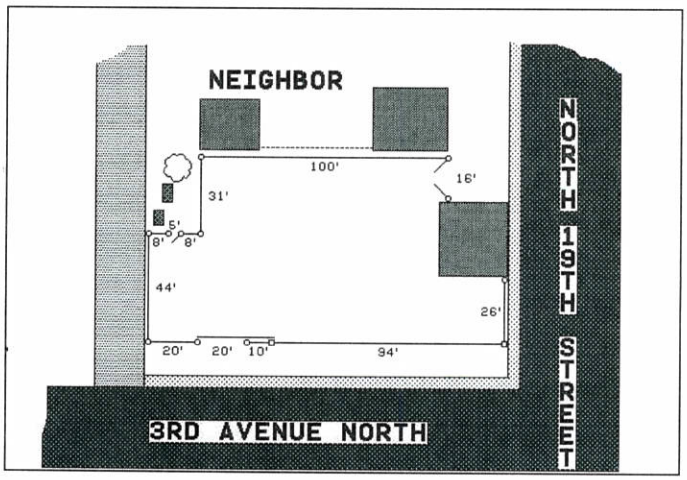
Catering Kitchen Location
Reid (406)690-1135
304 N. 19th Street
Billings, MT 59101

**Notes:**

- Thank you for allowing Jares Fence Company to bid your fencing project. Please call or email me if you have any questions.
Thanks, Sean

Commercial V2 Pressed Spear Ornamental

Materials and Labor as Shown:
- 341' Commercial 6' V2 Ornamental Steel
- (1) Commercial 6' x 5' V2 Walk Gate
- (1) Commercial 6' x 16' Dbl. Drive Gate
- (1) Custom 6' x 20' Cantilever Gate
- Concrete
- Installation




Jares Fence Company, Inc.agrees to guarantee above fence to be free from defects in materials and workmanship for one year. Jares Fence Company, Inc. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. Jares Fence Company, Inc. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does Jares Fence Company, Inc. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

Jares Fence Company, Inc. will assume the responsibility for having underground public utilities located and marked. However, Jares Fence Company, Inc. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Jares Fence Company, Inc. to dig in the immediate vicinity of known utilities. The customer will assume all responsibility for excavated materials. The final billing will be based on the actual footage of fencing built and the work performed.

Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced. A finance charge of 1 1/2% per month (or a minimum of $1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of Jares Fence Company, Inc. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs, including reasonable attorney fees, incurred in the collection of this debt. It is agreed that if there is any litigation relating to this contract that the proper venue is Yellowstone County, Montana.

**Contract Amount:** $ 37258.00

**Down Payment Required:** $ _____

**Balance Due:** $ _____

**Approved & Accepted for Customer:**

_____ _____
Customer Date

**Accepted for JARES FENCE COMPANY, INC.:**

_____ _____
Salesperson Date

14933278

# STATE OF MONTANA

*SECRETARY OF STATE*

ARTICLES OF ORGANIZATION FOR DOMESTIC LIMITED LIABILITY COMPANY

*For Office Use Only*
STATE OF MONTANA
**-FILED-**
SECRETARY OF STATE
File Number: 14933278
Date Filed: 7/23/2021 3:31:00 PM

FILING FEE: $70.00

| | |
|---|---|
| Filing Fees & Processing Options | |
| Fees and Processing Options | Standard Processing - $70.00 - Up to 7 - 10 business days processing |
| Filing Effective Date | |
| The entity will be effective: | when filed with the Secretary of State |
| Limited Liability Company Type | |
| Type of Limited Liability Company | Limited Liability Company (LLC) |
| Limited Liability Company Name | |
| Entity Name | Stir, LLC |
| Term | |
| Term Expiration | Perpetual / Ongoing |
| Business Purpose | |
| Purpose | Consulting, Marketing & Hospitality Services |
| Business Mailing Address of Principal Office | |
| Address | SHAWNA PYBURN<br>6 ALDERSON AVE<br>BILLINGS, MT 59101-6013 |
| Business Physical Address of Principal Office | |
| ☐ Add Physical Address | |
| Registered Agent In Montana | |
| Registered Agent | Michael M Lawlor<br>Non-Commercial Registered Agent<br>Agent Number<br>RA00205712<br>Email Address<br>Michael@mtbevlaw.com<br>Website<br>Physical Address<br>3700 SOUTH RUSSELL STREET, SUITE 107<br>MISSOULA, MT 59801<br>Mailing Address<br>3700 SOUTH RUSSELL STREET, SUITE 107<br>MISSOULA, MT 59801 |
| ☒ The appointment of the registered agent listed above is an affirmation by the represented entity that the agent has consented to serve as a registered agent. | |
| LLC Management | |
| LLC Managed By | Members |
| Are Members Liable? | No |

Members

| Name Of Individual Or Business Entity | Business Mailing Address | Email Address |
|---|---|---|



Page 1 of 2

B0348-3549 07/23/2021 3:32 PM Received by MT Secretary of State Christi Jacobsen

| | | |
|---|---|---|
| Shawna M Pyburn | SHAWNA PYBURN<br>6 ALDERSON AVE<br>BILLINGS, MT 59101-5910 | shawna.pyburn@gmail.com |

Declarations

☒ I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I key it into the system.

☒ I have been authorized by the business entity to file this document online.

☒ I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

Signature

| *Self* | *Shawna Pyburn* | *07/22/2021* |
|---|---|---|
| Signer's Capacity | Sign Here | Date |

Position: Organizer

Daytime Contact

Phone Number: (406) 671-3134

Email: shawna.pyburn@gmail.com

B0348-3550 07/23/2021 3:32 PM Received by MT Secretary of State Christi Jacobsen



Page 2 of 2

# Chicago Title Company, LLC

1575 Shiloh Rd, Suite J, Billings, MT 59106
Phone: (406)238-9999 | Fax: (406)238-9994

## BUYER'S STATEMENT

**Settlement Date:** June 30, 2022
**Disbursement Date:** June 30, 2022

**Escrow Number:** 3523220439
**Escrow Officer:** Bridget Kalloch
**Email:** Bridget.Kalloch@ctt.com

**Buyer:** Stir, LLC
6 Alderson Ave
Billings, MT 59101

**Seller:** Dhara, LLC
1096 Longbow Ln
Bozeman, MT 59718

**Property:** 304 North 19th Street
Billings, MT 59101
Lot(s): 1, 2 and 3 Block: 36 Subdivision: Billings Original Townsite Tax/Map ID(s): A00185 APN/ Parcel ID(s):

**Lender:** Yellowstone Bank
2000 Overland Avenue
Billings, MT 59102

| | | | $ DEBITS | $ CREDITS |
|---|---|---|---|---|
| **FINANCIAL CONSIDERATION** | | | | |
| Sale Price of Property | | | 227,500.00 | |
| Deposit | | | | 1,000.00 |
| Loan Amount | Yellowstone Bank | | | 152,270.00 |
| **PRORATIONS/ADJUSTMENTS** | | | | |
| County Taxes at $3,026.80 | 01/01/22 to 06/30/22 ($3,026.80 / 365 X 180 days) | | | 1,492.67 |
| **NEW LOAN CHARGES - Yellowstone Bank** | | | | |
| **Total Loan Charges: $2,115.00** | | | | |
| Origination Fee | Yellowstone Bank | | 1,500.00 | |
| Valuation Fee | Dick Zier | | 600.00 | |
| Flood Determination Fee | Yellowstone Bank | | 15.00 | |
| **TITLE & ESCROW CHARGES** | | | | |
| eRecording Service Fee | VCR/Simplifile | | 16.00 | |
| Escrow Fee | Chicago Title Company, LLC | | 700.00 | |
| Lender's Title Insurance | Chicago Title Company, LLC | | 50.00 | |
| Policies to be issued: | | | | |
| Loan Policy | | | | |
| Coverage: $150,000.00 | Premium: $50.00 | Version: ALTA Loan Policy 2006 (Standard) | | |
| **GOVERNMENT CHARGES** | | | | |
| Recording Fees | Yellowstone County Clerk & Recorder | | 129.00 | |
| **Subtotals** | | | 230,510.00 | 154,762.67 |
| **Balance Due FROM Buyer** | | | | **75,747.33** |
| **TOTALS** | | | 230,510.00 | 230,510.00 |

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BUYER:

Stir, LLC, a Montana limited liability company

BY:_____
Shawna Pyburn, its Manager and Sole Member

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Chicago Title Company, LLC
Settlement Agent

BIRD
Billings Industrial Revitalization District

# Stir, LLC TIF Narrative
# 304 N. 19th St.

Considerations for the fencing project request for EBURD TIF dollars.

**Criteria for Review Merit List:**

A. EBURD Master Plan
   a. Economic Growth
   b. Hospitality Centers

B. Elimination of Blight
   a. Property has been vacant for over 16 months. Seeing an increase in vagrancy and graffiti
   b. Vacant property with an older, unused building
   c. Fall additional improvements include paint, updated signage, lighting and this spring will be improved streetscape and landscape additions.

C. Special Use or Unique Opportunity
   a. Bring in needed food services to the area
      i. First use will be support of catering services related to the High Horse Saloon on Montana Ave.
      ii. Second use will be Commercial Kitchen leasing which can support local food trucks and mobile catering businesses. This need has been identified and pursued over the past 18 months by BSED (Kayla Vokral).
      iii. Eventual potential for an on-site food location which our neighborhood has minimal services.

D. Timely Completion
   a. Owner has secured a slot for this fall for fencing installation so that they can begin moving into the space before the end of the year.

E. Employment Generation
   a. The High Horse expects to increase their catering through STIR, LLC and looks to add 10-15 new employees for this venture that supports existing demand for catering services.

BIRD Office
1413 4th Ave. N
Billings, MT. 59101

Zack Terakedis
Director
406-272-4321

**EAST BILLINGS URBAN RENEWAL DISTRICT (EBURD)**

10/11/2022

| Billings Industrial Revitalization District (BIRD) Recommended Assistance |
|---|
| Project: Fencing Project<br>Entity: Stir LLC<br>Tax parcel: A001850<br><br>Fencing of site located 304 N. 19th St. |

| Eligible Public Improvements | Requested | | Recommended | MCA Statute |
|---|---|---|---|---|
| Security Fencing | $37,258 | | $22,354 | 7-15-4288 (2) |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | - | |
| **TOTAL** | **37,258.00** | | **22,354.00** | **60%** |

| | | |
|---|---|---|
| Current taxable value | | 161,200.00 |
| Projected taxable value on completion | | 161,200.00 |
| value added | | - |
| estimated annual increment generated | N/A | |
| multiplied by remaining TIF years (25) | N/A | |

Public Benefit:

This project correlates with the EBURD Master Plan by blight elimination and activating a new property in the district.




Subject Property – Looking Northwest



Example of EBURD Zoning Compliant Fencing similar to what STIR, LLC plans to utilize.

# 2015 EXPANSION OF THE BILLINGS, MONTANA EAST BILLINGS URBAN RENEWAL DISTRICT, WITH TAX INCREMENT, AND AMENDMENT TO THE URBAN RENEWAL PLAN

**FOR CITY OF BILLINGS AND PLANNING REVIEW**
**February 2015**

Prepared by

Billings Industrial Revitalization District, Inc. (BIRD)
1413 4th Ave. N., Ste. C – Billings, MT 59101
pattynordlund@billingsbird.com kelly@billingsbird.com

## SECTION 1 – INTRODUCTION

On November 16, 2006, the City Council adopted Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district. For reasons discussed in this Amendment to the East Billings Urban Renewal District Plan ("Plan"), it has been determined that the EBURD should be expanded to include other contiguous blighted properties in need of redevelopment. Further, it has been determined that this area has been and is in need of expanded public parking, enhanced pedestrian connections and experiences, improved public safety, and infrastructure improvements to public and private properties that will alleviate flooding issues and lead to increased taxable values. The existing urban renewal plan may be modified by ordinance in accordance with the procedure described in M.C.A. § 7-15-4221. The Urban Renewal Plan of the EBURD approved by the City Council on November 16, 2006, is included by reference as part of this amended Plan and shall remain applicable except to the extent the original plan is explicitly or impliedly amended by this Plan. It is recognized as part of this Plan that the basic vision of the document known as EBURD Master Plan, adopted by the Billings City Council on September 14, 2009 (Resolution #09-18878) and by the Yellowstone County Commissioners on September 29, 2009 (Resolution #09-66), remains valid and should be considered a part. In addition, it is recognized that as part of this amended Plan, the basic vision of the document known as the Exposition Gateway Plan, approved by the Yellowstone County Commissioners on May 28, 2013, and adopted by the Billings City Council on June 24, 2013 (Resolution #13-19289) also remains valid and should be considered a part. The terms defined in "Part A.III – DEFINITIONS" of the EBURD Urban Renewal Plan shall have the same meanings in this Plan unless a contrary meaning is expressed. The expanded district proposed in this Plan is hereafter referred to as the 2015 Expanded EBURD.

## SECTION 2 – BACKGROUND

The original East Billings Urban Renewal District, a tax increment finance district, was created on November 16, 2006, by a resolution which stated that it was desirable for the City to consider an urban renewal project within the District, and found that the area contains structures and property in states of substantial deterioration, properties that are obsolete or defective, posing unsanitary or unsafe conditions, are vacant and unused, and have inappropriate uses, and that the present condition of the area substantially impairs the sound functioning of the area and its environs. The Council found that the area is a blighted area within the meaning of MCA 7-15-4210, and stated that "rehabilitation, redevelopment, or a combination thereof is necessary in the interest of public health, safety and welfare of the residents." The

Council found that undertaking measures to eradicate or diminish the blight will help to foster a more dynamic, livable, and vibrant neighborhood.

Progress has occurred within the District, as evidenced by: 1) increase in taxable value: base year value of $1,800,794, increased to a 2014 value of $2,502,968 *(Montana Department of Revenue Form AB-72T, 8-4-2014*); 2) successful approval of both the EBURD Master Plan and the Exposition Gateway Plan; 3) successful implementation of the recommended Parking Overlay District; 4) accomplishment of the recommended two-way streets conversion; 5) completion of EPA Brownfields Program environmental assessments on 23 parcels; 6) successful adoption of the EBURD Zoning Code; 7) completion of a Hospitality Corridor Study; and 8) approval of a project to address flooding, storm water management, and infrastructure improvements in the eastern-most portion of the District. However, many of the undesirable conditions continue to exist, and several out-of-City properties adjacent to the District have now petitioned and been approved for annexation into the City (City Council meeting, 1-26-2015). Therefore, it would be in the best interest of the City to expand the District to encompass adjacent properties, construct needed public infrastructure improvements, increase growth of the tax base, increase the parking inventory, increase the inventory of residential property, stimulate mixed-use development, and further implement the visions of the EBURD Master Plan and the Exposition Gateway Plan, both of which are consistent with the adopted City-County Growth Policy.

Although there has been improvement in the valuation of property in much of the District, the area defined by this proposed expanded tax increment district still has pockets of neglect and blight. The 2015 Expanded EBURD creates an opportunity to continue redevelopment in the center of Billings with a mixture of public and private investment.

The 2015 expansion of the EBURD is essential to planned development along Exposition Drive/Main Street, across from the MetraPark facilities. Public infrastructure construction within this expanded District will spur private investment consistent with the EBURD Master Plan, and especially pertinent to the vision of the Exposition Gateway Plan. It is expected that the expanded District may help fund the following projects:

## I. Business Programs and Projects

a. Business Retention and Recruitment
    i. Targeted assistance to existing and potential businesses
    ii. Development of “The EBURD Advantage” marketing materials

iii. Collaboration with and referral to Big Sky Economic Development and its business assistance programs

## II. Parking and Transportation

a. Facilitate public transit and bicycle/pedestrian-friendly growth and development
b. Collaborate with City regarding parking management practices and programs consistent with the Parking Overlay District
**c.** Plan for future needs regarding parking lots and/or structures

## III. Management, Implementation and Maintenance

a. Billings Industrial Revitalization District, Inc. or its successor, management agreement
    i. Project development
    ii. Public awareness
    iii. Advocacy and liaison between public and private sectors
b. Potential future development of Business Improvement District
    i. Development and promotion of a MetraPark-to-Downtown Corridor through the EBURD
    ii. Crime prevention and public safety:
    Cooperative Security and/or Business Watch Program

## IV. Infrastructure Improvements

a. Public
    i. Public parking
    ii. Landscaping and park development
    iii. Street construction/improvements
    iv. Streetscapes and traffic calming plans
    v. Sidewalks, curbs and gutter improvements
    vi. Storm water management
    vii. Water and waste-water line construction/improvements
    viii. Relocation of public and private utility lines

In order to make it possible to move forward with the much-needed infrastructure improvement projects referenced above, the Yellowstone County Board of County Commissioners transferred any interest it had in the public right of way on several streets within the Exposition Gateway area to the City of Billings, with Resolution 15-23, passed on March 10, 2015.

b. Public infrastructure improvements will support investments in:
    i. Workforce housing development
    ii. Parking facilities
    iii. Lodging facilities
    iv. Conference facilities
    v. Entertainment venues
    vi. Retail and restaurant enterprises

## V. Housing Improvements

a. Increase in workforce housing and live-work mixed-use projects

b. Revitalization and redevelopment of sub-standard residential housing stock

## SECTION 3 – SUMMARY OF BLIGHT FINDINGS

The area in the proposed 2015 expansion of the EBURD contains blight, particularly those parcels directly west of the MetraPark facilities which host events that attract hundreds of thousands of visitors each year. Within the district there is structural deterioration, under-utilized structures and vacant lots, and a railroad spur line that is little used. A major issue that rises to the forefront in every planning discussion is that of inadequate storm water management. Without curb and gutter to direct its flow, water pools in low spots and floods buildings. Several of the commercial buildings in the district are deteriorated and/or vacant and need demolition or renovation. Sidewalks are cracked or non-existent; alleys are deteriorated, and, in general, much of the area is below accepted standards. In contrast to the above, there are certain properties within the district in good repair but included in the district to allow for a contiguous block of land within the district and because pockets of revitalization cannot be sustained if areas of neglect and blight surround them. Over time, without ongoing managed urban renewal, even these success stories could once again decline in taxable value.

## SECTION 4 – DESCRIPTION OF BLIGHTED AREA

The 2015 expanded urban renewal area described for this amended Plan incorporates most of the Exposition Gateway area, including those properties annexed in January 2015. Major flooding problems occur with rainstorms, as the infrastructure is inadequate for storm water flow and drainage. The subject properties have been used as car sales lots, truck and truck parts sales, vacant lots partially used for equipment storage, as well as some active business enterprises. Many of these structures are unsuited to their current uses because of age obsolescence and physical deterioration.

Montana‘s Urban Renewal Law (Montana Code Annotated Title 7, Chapter 15, Parts 42 and 43) provides the authority to declare the existence of blighted areas and to target them for improvements. “Blighted area” is defined in Section 7-15-4206(2), M.C.A., as follows:

> *[A]n area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodations; or constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:*

*(a) the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;*
*(b) inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;*
*(c) inappropriate or mixed uses of land or buildings;*
*(d) high density of population and overcrowding;*
*(e) defective or inadequate street layout;*
*(f) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;*
*(g) excessive land coverage;*
*(h) unsanitary or unsafe conditions;*
*(i) deterioration of site;*
*(j) diversity of ownership;*
*(k) tax or special assessment delinquency exceeding the fair value of the land;*
*(l) defective or unusual conditions of title;*
*(m) improper subdivision or obsolete platting;*
*(n) the existence of conditions that endanger life or property by fire or other causes; or*
*(o) any combination of the factors listed in this subsection (2).*

The land being added to the Plan area in 2015 includes 14 property tax codes, as listed in Exhibit A, with total assessed value of $4,871,639. As noted in the 2006 approved Urban Renewal Plan, there are specific "target areas" that should be immediately considered for redevelopment. The properties on Exposition Drive represent an immediate opportunity to capitalize on the traffic generated by MetraPark events.

The EBURD area is part of Census Tract 2, with a population of 3,751. Within the tract, 28.98 percent of residents live below the Federal Poverty Line, with an estimated 2014 median family income of $30,263. By comparison, in the greater Billings population of 109,059, only 13.1 percent live below the Federal Poverty Line. (*www.ffiec.gov/geocode/CensusDemo 07-01-2014 & http://quickfacts.census.gov.)*

There are 1,995 housing units in Tract 2, with 61.7 percent of the units (1,231) built prior to 1960 (55 years ago or more). Of those 1,231 older units, 546 were built in 1939 or earlier. Of the 446 owner-occupied housing units in the tract, 96 percent (428) are valued at less than $200,000. In fact, 85 of the 446 units (19.1 percent) are valued at less than $100,000. Indeed, there are a few occupied housing units (16) that lack complete plumbing and/or kitchen facilities. The tract holds 1,243 units where occupants are paying rent. The majority of renters (52.4 percent) pay between $500 and $749 per month. However, 29.2 percent (363 renters) pay between $200 and $499 per month. There are even a number of renters (23) living in units at less than $200 per month. Census Tract 2 has a somewhat transient population. Of the 1,689 households, 83.9 percent, or 1,418 householders, moved into the current unit in 2000 or more recently.

Only 16 percent, or 271 householders, have resided in the current unit since 1999 or prior years. (*U.S. Census Bureau, 2008-2012 American Community Survey 5-year Estimates, Table DP04 10-22-14.*)

Public transit, walking and bicycling facilities are important for the area, as 21.6 percent of households (365) do not have a vehicle available. Moreover, the tract houses 406 students in kindergarten through eighth-grade, along with 25 high school attendees and 248 college students. In commuting to work, although the majority of those age 16 and over drove or carpooled to work (72.6 percent), a significant number - 14.9 percent (285 people) - walked to work, and 11.1 percent (212 people) used public transportation or other means of getting to work. (*U.S. Census Bureau, 2008-2012 American Community Survey 5-year Estimates, Tables DP03 & S1401 10-22-14.*)

The EBURD census tract, along with the nearby Heights-Main Street area, is designated by the Billings Police Department as "Beat 3," or the "East" patrol beat. The East Beat has experienced, over the past three years, increasing numbers of calls for service. In the year 2011, the East Beat had 7,756 calls. Number of calls increased to 9,804 in 2012, and jumped to 10,507 (third highest beat of the nine in the City) for 2013. *(Billings Police Department 2013 Annual Report, www.ci.billings.mt.us.)* Unfortunately, there have recently been two murder incidents in the area as well. Parks personnel, during the October conference on addressing homeless/transient issues, mentioned that homeless individuals are congregating under the Rims in the EBURD, as well as in North Park.

Brownfields, defined as areas with actual or perceived environmental contamination issues, can contribute to unsafe and dangerous conditions, as well as discourage redevelopment efforts. Big Sky Economic Development, in a cooperative agreement with the U.S. Environmental Protection Agency, has secured funding for environmental assessments of properties in the EBURD. With its first round of funding, Big Sky Economic Development contracted with an environmental engineering firm to assess 23 parcels of land in the EBURD to determine "Phase I" conditions (looking at the historical uses of the property and assessing any observed potential contamination issues). In addition, nine parcels were examined with more in-depth "Phase II" assessments, where soil and water testing took place. While none of the completed Phase II assessments pointed to remediation requirements, there are still a number of sites that are advised for Phase II assessment, and many parcels that have not received any environmental assessment to date. Big Sky Economic Development has secured additional EPA Brownfields Program funding with which to accomplish additional environmental assessments in the EBURD beginning in spring 2015, at no cost to property owners who volunteer for the program.

## SECTION 5 – DETERMINATION OF BLIGHT

The proposed EBURD Expansion area contains a number of underdeveloped properties and substandard facilities. The Council previously determined that the property included in the EBURD was "blighted" within the meaning of the Act in its adoption of Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district (November 16, 2006). Deficiencies in public and private properties located in the district lead to a determination of blight, as defined by state statute. As cited in the original Urban Renewal Plan, the area still meets several definitions of blight:

Deficient Structures in Area (*the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential; deterioration of site)*

There are several buildings and residential structures that are over 50 years in age and do not qualify as being historically significant. Many are in poor repair and may contain potentially hazardous asbestos and lead paint.

While streets, curbs, gutters and sidewalks in some of the area are in satisfactory repair, there are areas without such improvements. Sewer and water utilities in the area are aging and/or inadequate. Flooding occurs within public right-of-way as well as on private property during heavy rain events. Several parking lots generally do not meet code requirements for paving, striping and landscaping. Many of them are cracked and crumbling. Demand for parking will continue and District managers will collaborate with the City to accommodate commercial growth in alignment with the adopted Parking Overlay District.

Deficient Land Use (*inappropriate or mixed uses of land or buildings; defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness)*

In general, the 2015 expansion area is under-utilized due to the significant amount of surface used as storage or left vacant. Most structures are single-story. There are vacant lots, storage lots, and auto sales lots directly across the street from Montana's largest indoor entertainment complex and trade-show facilities. The taxable value of this district must be stabilized and encouraged to grow.

Protecting Public Health & Safety (*unsanitary or unsafe conditions; the existence of conditions that endanger life or property by fire or other causes)*

The conditions of blight, crime, vagrancy and potential brownfields, as described above, reduce "social capital" and community connectedness. Flooding promotes mold growth and related health problems.

## SECTION 6 – THE SITE AND ITS RELATIONSHIP TO THE CITY

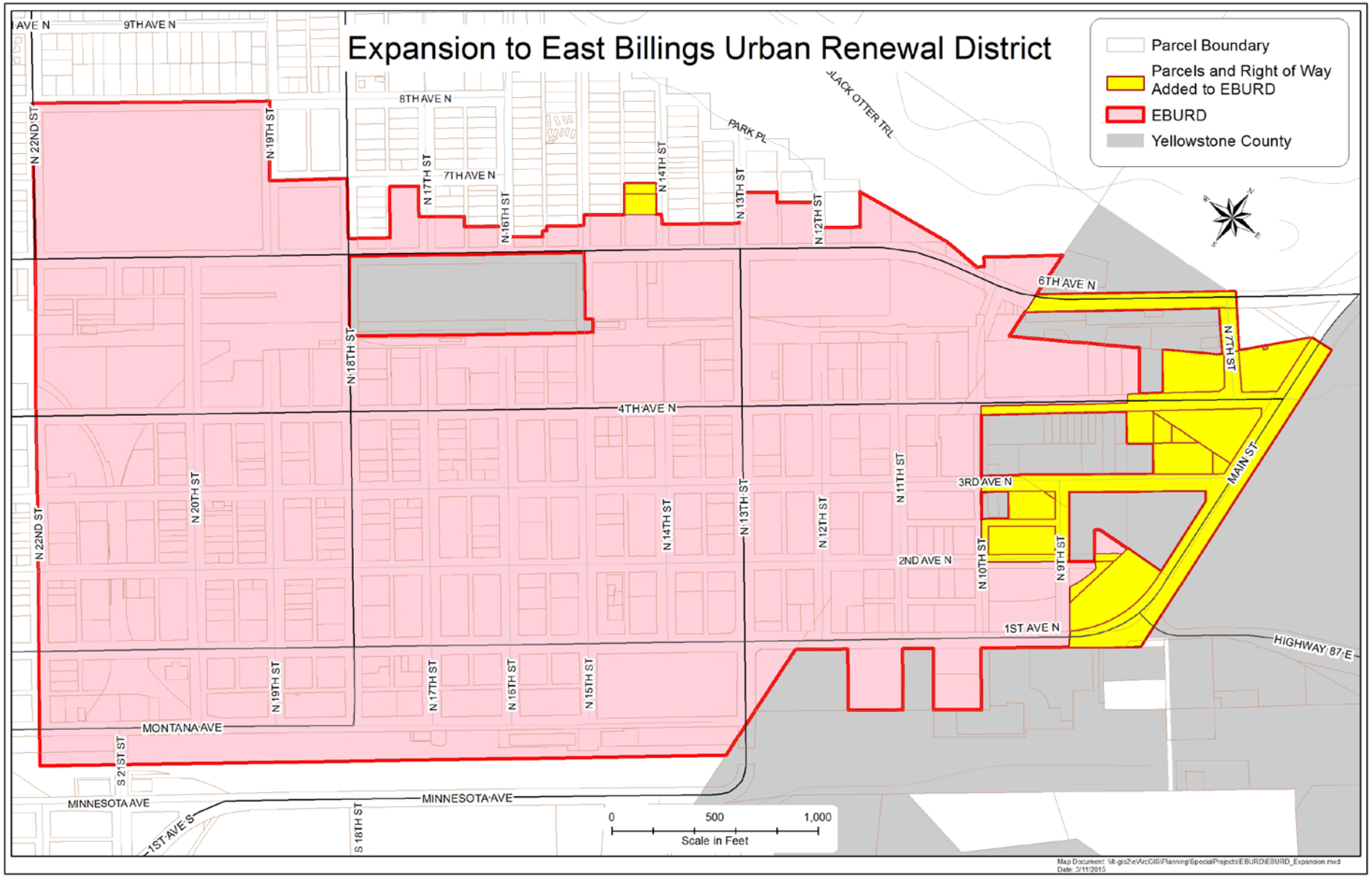
The Expanded EBURD occupies the center of the City of Billings, adjacent to the Downtown Central Business District and the medical corridor to the west; connecting to the Billings Heights area via Main Street to the northeast; welcoming visitors from Lockwood and beyond via 1st Avenue North to the southeast; and meeting up with the Rimrocks to the north.

## SECTION 7 – LEGAL DESCRIPTION

The legal description of the proposed 2015 Expanded East Billings Urban Renewal District is as follows: Beginning at a point at the centerlines of the intersection of 1st Avenue North and North 10th Street and proceeding east to the centerline of Exposition Drive/Main Street, and proceeding north from the intersection of 1st Avenue North and Exposition Drive/Main Street to the intersection of 6th Avenue North and Exposition Drive/Main Street, and from the intersection of 6th Avenue North and Exposition Drive/Main Street, proceeding west to the intersection of 6th Avenue North and North 10th Street, and proceeding south from the intersection of 6th Avenue North and Exposition Drive/Main Street to the intersection of 1st Avenue North and North 10th Street, encompassing all parcels and tax codes therein.

Please see map on following page.

In addition, we propose to add property designated as Tax Code A12053 (North Park Subd., S33, T01N, R 26E, Block 2, Lot 11-12) and property designated as Tax Code A12052 (North Park Subd., S33, T01 N, R26E, Block 2, Lot 7-10).. These lots, are slated for expansion of the Billings Carpet Cleaning activities.


Expansion to East Billings Urban Renewal District
Parcel Boundary
Parcels and Right of Way Added to EBURD
EBURD
Yellowstone County
9TH AVE N
8TH AVE N
7TH AVE N
6TH AVE N
4TH AVE N
3RD AVE N
2ND AVE N
1ST AVE N
1ST AVE S
MONTANA AVE
MINNESOTA AVE
HIGHWAY 87 E
MAIN ST
PARK PL
JACK OTTER TRL
N 22ND ST
N 21ST ST
N 20TH ST
N 19TH ST
N 18TH ST
N 17TH ST
N 16TH ST
N 15TH ST
N 14TH ST
N 13TH ST
N 12TH ST
N 11TH ST
N 10TH ST
N 9TH ST
N 7TH ST
S 21ST ST
S 18TH ST
0
500
1,000
Scale in Feet

## SECTION 8 – PROPERTY DEVELOPERS

New development and revitalization in the proposed 2015 expanded urban renewal district will be accomplished with private investment and public-private partnerships, through the implementation of the EBURD Master Plan and the Exposition Gateway Plan. As outlined in Section 2 above, improvements in infrastructure will spur investments in workforce housing development, parking facilities, lodging facilities, conference facilities, entertainment venues, as well as retail and restaurant enterprises.

## SECTION 9 – PROJECT RELATIONSHIP TO THE EBURD MASTER PLAN & EXPOSITION GATEWAY PLAN

The proposed urban renewal area and expanded tax increment district is located generally in the center of the City and encompasses several "districts" as defined by the EBURD Master Plan and the EBURD Code. The EBURD Master Plan contemplated eventual annexation of County properties adjacent to the original urban renewal district, and this Amended Urban Renewal Plan seeks to accomplish that end.

One goal of the EBURD Plan was to develop a zoning code unique to the vision of the EBURD. The new code was established and adopted in October 2012, following several months of committee work and public meetings, with consultation from a professional firm known for, literally, writing the book on form-based code options. Form-based code considers the look of the facility and its surrounding landscape, rather than basing zoning purely on the use of the facility. The new code allows for increased flexibility in uses, which was desired by landowners and developers in the area.

Generally, the EBURD Master Plan stressed the area's ability to make a positive impact on the entire city. The Plan also recommended a private non-profit organization to assist the City of Billings with the management of the Tax Increment District through an annual work plan and contract. This expanded EBURD may be managed in a similar manner and could make use of the redevelopment and facilitation established through that management entity, the Billings Industrial Revitalization District, Inc.

The Plan names housing as an important priority, and recommends that the City continue to work with builders and developers to encourage downtown housing through various methods. Specifically, the plan encourages housing in the Rail Spur Village. However, live-work space is allowed in several EBURD districts, as outlined in the adopted EBURD Code. The formation of an expanded tax increment district will

increase funding for construction or rehabilitation of public infrastructure necessary to attract, retain, and improve housing in the area.

The guiding principles developed through the EBURD Master Plan were built upon the goals of the original Urban Renewal Plan, and continue to guide today's efforts: 1) Foster economic growth; 2) Foster distinct mixed-use, industrial, and hospitality centers; 3) Create affordable housing opportunities and choices; 4) Ensure existing industrial uses can continue to operate as desired; 5) Improve the natural beauty of the District by reintroducing trees and other features; 6) Extend pedestrian and bike trail connections to downtown, Heights, MetraPark and the Yellowstone River; 7) Integrate edges of the District with North Park neighborhood, medical corridor, and downtown; 8) Provide a variety of transportation choices and connections; 9) Complete sewer and storm water infrastructure; and 10) Understand and reduce environmental risks.

Guided by the above principles, several critical action plan steps have already been accomplished: successful approval of both the EBURD Master Plan and the Exposition Gateway Plan; successful implementation of the recommended Parking Overlay District; accomplishment of the recommended two-way streets conversion; completion of EPA Brownfields Program environmental assessments on 23 parcels, with more to take place beginning in 2015; successful adoption of the EBURD Zoning Code; completion of a transportation corridor study; and development of a plan to address flooding, storm water management, and infrastructure improvements in the eastern-most portion of the District. This amendment to the Plan and the urban renewal projects that it contemplates will continue to act upon the Plan's guiding principles.

## SECTION 10 – CONFORMANCE TO THE GROWTH POLICY

One of the requirements of Montana's Urban Renewal Law (Title 7, Chapter 15, Parts 42 and 43) is that the urban renewal plan must conform to the community's growth policy. The Yellowstone County and City of Billings 2008 Growth Policy ("Growth Policy") aligns with EBURD redevelopment in a variety of ways. This amendment to the East Billings Urban Renewal Plan is consistent with the current Growth Policy. Specifically, the expanded EBURD revitalization efforts meet several Community Goals and Objectives outlined on pages 6-16 of the 2008 Growth Policy:

A. Revitalization in the EBURD meets the goal of contiguous development and of the City's Infill Policy. Revitalization also helps to address the issue stated in the Growth Policy that urban sprawl threatens the rural character of land surrounding Billings, increases the cost of providing public services and threatens the

vitality of the city core and downtown area.

B. Development in the EBURD, especially in the Rail Spur Village area, works toward the goal of affordable housing for all income levels dispersed throughout the City and County. Development of housing helps to address the Growth Policy issue which stated that there is a serious lack of affordable housing for low to moderate income households.

C. Adoption of the more-flexible EBURD Code and continued development efforts in the expanded area help achieve the goal of more housing and business choices within each neighborhood. Moreover, continued development in accordance with the new code assists in addressing the stated issue that there is a desire for more mixed-use neighborhoods.

D. Addition of the Exposition Gateway area to the existing TIF District helps achieve goals to encourage economic development in the neighborhood, encourage new businesses to locate in a prime gateway area, and sets the stage for enhancement of both the functionality and the visual appeal of the entrance to Billings from Lockwood (1st Avenue North & Exposition Drive/Main Street). As noted in the Growth Policy, entryways to our communities should be attractive and not present physical barriers discouraging economic development.

E. The EBURD is adjacent to downtown Billings, and revitalization of the area, as it continues to develop, will contribute toward the vitality and increased safety for visitors and shoppers. As stated in the Growth Policy, safety is an important element.

F. Expansion of the EBURD TIF District assists in meeting the goal of more visually appealing communities, improving the image of the area across the street from the MetraPark facilities and instilling pride in this area of town. Enhancing visual appeal helps to address the Growth Policy's stated issue that there are areas in the City and County that are unattractive and present a poor image of the community.

G. Improvements to the area as envisioned in the Exposition Gateway Plan can lead to a visually appealing design that incorporates the needs not only of vehicular traffic entering the area from Lockwood and from Main Street, but also improves pedestrian access between the MetraPark facilities and new development in the Expo Gateway. Improvements in the proposed expansion area will aid in addressing the Growth Policy's issue that the design of roads, streets, and pedestrian facilities can be more attractive and functional.

H. Expansion of the EBURD TIF District will contribute toward the goal of a well-maintained network of safe and interconnected sidewalks by addressing the critical need for sidewalks, curb and gutter in the Expo Gateway area. As noted in the Growth Policy, the sidewalk system in the City needs upgrading; many sidewalks are cracked and broken, several critical sections are missing, and important sidewalk routes are not adequately maintained.

I. Expansion of the District to include the Expo Gateway area assists the City toward its goal of sanitary and

safe properties, with an improved community image and an increase in property values. Advancing toward this goal helps to address the stated issue that there are dilapidated and unsafe properties in neighborhoods.

J. Expansion of the District allows access to TIF District funding for a long-neglected infrastructure upgrade, moving the City toward its goal of equitable collection and distribution of funding for public services and facilities. Moreover, the expansion assists the City in achieving its objective to ensure that facilities and services are maintained in existing neighborhoods as new neighborhoods are added. The Growth Policy notes that funding for community facilities and infrastructure is very limited; prudent use of TIF District funds assists in solving the limited funding issue.

K. Expansion of the TIF District to include the Expo Gateway area aligns with the City's goal of adaptive reuse of vacant structures, conserving resources, preserving landmarks, preserving neighborhood integrity, and taking advantage of economic development opportunities. Adaptive reuse helps to address the stated issue that there are vacant structures around Billings and in the County that could be reused.

L. Expansion of the EBURD TIF District, leading to development of live-work enterprises and additional workforce housing options, helps move toward the goal of adequate affordable housing and more options for housing, potentially in an area very near to work opportunities. Achievement of these goals assists in solving the stated Growth Policy issue that poor housing and lack of living wage jobs puts the health of residents at risk.

The Growth Policy lists Urban Renewal Districts as an implementation strategy to revitalize neighborhoods, and expansion of the EBURD aligns well with that revitalization strategy.

## SECTION 11 – CERTAIN PLAN FEATURES AND FINANCIAL MATTERS

Section 7-15-4217, M.C.A., of the Act requires cities to make certain findings when they adopt an urban renewal plan and approve Urban Renewal Projects. These are addressed below:

1. The existing EBURD contains 133 housing units that are home to 305 people (*U.S. Census 2010, per Leslie Zolman, GISP, Montana Dept. of Commerce Census and Information Center, 5-7-2014)*. For the entire Census Tract, including the North Park neighborhood, there are 1,995 housing units, of which 1,689 are occupied and 306 are vacant (*U.S. Census Bureau, American Community Survey Table DP04, 10-22-14).* Planned projects would not displace any persons from housing. Accordingly, there is no need to have a workable and feasible plan for substitute housing until and unless such a project is developed in the future.

2. This amended East Billings Urban Renewal Plan conforms to the Growth Policy for the City as a whole, and also to the EBURD Master Plan and the Exposition Gateway Plan.

3. This Modified Plan affords maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the Expanded EBURD by private enterprise. It is unreasonable to expect that the district will be stabilized and/or redeveloped without substantial public support. Some properties within the area are dilapidated. As presently constituted, property in the district is not conducive to any sort of uniform or integrated development and, as presently existing, cannot compete with other areas of the City for substantial developments, particularly areas at the outskirts of the City. This amended Plan is intended to facilitate the identification and construction of significant Urban Renewal Projects, which would not be possible without this Plan.

4. A sound and adequate financial program exists for financing projects, which include the sale and issuance by the City of tax increment finance bonds. Subsequent approved development projects will require commitments of substantial private financing that will provide the primary means for funding construction of the improvements and revitalization efforts.

5. This 2015 Expanded EBURD may be modified at any time by the City Council as necessary to eliminate and prevent the development or spread of blighted areas, and encourage urban rehabilitation. The process for plan modification shall follow the procedures set forth in 7-15-4212 through 7-15-4219 MCA, with respect to initial adoption of this plan. For purposes of urban renewal district boundary changes only, the notice of public hearing, as described in 7-15-4215 MCA, may be mailed only to those owners whose properties are situated within the area of expansion of the Urban Renewal District boundaries. Notice will be mailed to those property owners whose properties are within the area of expansion.

## SECTION 12 – TAX INCREMENT

Tax increment financing is necessary to encourage private reinvestment within the District, which will further encourage economic growth in the District and the City, create substantial employment opportunities, and increase the tax base of the City and other taxing jurisdictions. The 2015 Expanded EBURD is hereby established as a tax increment financing urban renewal area within the meaning of the

Act, and, in particular, Section 7-15-4282 through 7-15-4293 of the Act. This Section constitutes a tax increment provision within the meaning of the Act. In connection with the expansion:

1. For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as base taxable value of the original district as of [January 1, 2006] plus the base taxable value of all real and personal property added to the district by this amended plan and as shown in Exhibit A as of January 1, 2015.

2. The City is hereby authorized to segregate the tax increment derived in the district and use and deposit such increment into the tax increment fund of the district for use as authorized by the Act and as authorized herein from time to time, including, without limitation, pledging the tax increment to repayment of Bonds.

3. The tax increment received from the district may be used to pay directly costs of an approved Development Project as may from time to time be approved by the Council. The Council also hereby authorizes the use of tax increment in the district to pay debt service on bonds issued to finance a portion of the costs of these development projects, and costs associated with the sale and security of such bonds (including any necessary reserve funds) in compliance with the Act, subject to any limitations imposed by the Montana Constitution and federal law.

4. The tax increment provision of the district will terminate upon the latter of:
   a. The fifteenth ($15^{th}$) year following the original creation of the district; or
   b. The payment or provision for payment in full or discharge of all bonds, and the payment of interest thereon, for which the tax increment has been pledged.

After termination of the tax increment provision, all taxes shall continue to be levied upon the actual taxable value of the taxable property in the district, but shall be paid into funds of the taxing bodies levying taxes within the district.

## SECTION 13 – CONCLUSIONS

The creation of this expanded East Billings Urban Renewal District will have a positive impact on central Billings, and is an essential first step in completing what may be a number of urban renewal projects.

Estimates calculated by ECO-Northwest in preparation of the Exposition Gateway Plan indicate that development in the Expo Gateway has a potential new value of nearly $65 million, with potential TIFD revenues of slightly more than $1 million *(Financial Analysis, ECO-Northwest, April 8, 2013)*. The figures are preliminary estimates; actual values and tax revenue will vary based on type, size and timing of development. Expansion of the district, in addition to further stabilizing the tax base, eliminating blight and providing renaissance to the EBURD, will also bring new employees and residents to the area.

ECO-Northwest states that the Expo Gateway District offers desirable locational attributes:

> The Gateway District has several important locational advantages relative to other areas in Billings that make it a prime area for development in the hospitality and retail sectors.
>
> - Proximity to downtown. It is centrally located near employment and commercial uses in the Central Business District, the medical campuses, and the University (directly to the west).
> - Proximity to MetraPark. The county-owned multi-function facility has an indoor arena, rodeo grounds, a horse track, open space and other facilities. MetraPark has a long history of successful operation (850,000 to 1 million visitors per year, with 30% coming from over 100 miles away, per Sandra Hawke, MetraPark, February 2009), and provides opportunities for complementary meeting space and catering facilities.
> - Proximity to the airport. It is closer to Billings Logan Airport (3 miles) than many areas in the Central Business District as well as areas in south and east Billings.
> - Proximity to amenities and commercial areas. It is in close proximity to commercial areas downtown and in Billings Heights, which is a commercial and residential hub to the north.
> - Proximity to regional highways. The District lies at the intersection of 212, I-90 and I-94.
>
> The key comparative advantage for the area is its central location *between* downtown and MetraPark (and between the West End and the Heights) on flat land with urban services. It is a good location for urban development. *(ECO-Northwest, Existing Market Conditions Assessment, May 22, 2013)*

As stated in the Exposition Gateway Plan and as stated herein, the Exposition Gateway area requires repair and improvement to streets, curbs, gutters and sidewalks and the water and sewer utilities are inadequate. The City hereby approves, as an urban renewal project for the District, the reconstruction of the streets from Main Street to North 11th Street and between 1st Avenue North to 4th Avenue North in accordance with the Exposition Gateway Concept Plan. The streets included in the construction limits are North 9th Street, North 10th Street, 2nd Avenue North, and 3rd Avenue North. Construction includes full street construction, sidewalk, bulb-outs at the corners, on-street parking, new sanitary sewer, new water mains, and storm drain upgrades. In order to make it possible to move forward with this much-needed infrastructure improvement project, the Yellowstone County Board of County Commissioners transferred any interest it had in the public right of way on streets within the Exposition Gateway area to the City of Billings, with Resolution 15-23, passed on March 10, 2015.

The Council through adoption of the modified East Billings Urban Renewal District hereby approves financing of the improvement project described above with proceeds of tax increment bonds payable from tax increment generated by the District. Such bonds will be issued in a principal amount such that the debt service thereon can be paid from tax increment generated by the District over a period of 25 years. The City hereby finds that there is a feasible and workable plan for financing the improvements.

Expansion of the East Billings Urban Renewal District to include the property described in this amended Plan will have a positive effect on the area and on the City. Improvements to infrastructure will surely be the catalyst in attracting the desired types of development, and will spur further achievement in reaching the goals of the overall EBURD Master Plan.

Please see Exhibit A on next page.

EXHIBIT A 2015 EBURD Expansion

| TAXID | ASSESSED VALUE | TAXID | MARKET VALUE | TAXABLE VALUE | TAXID | LOT SIZE (Approx. Sq. Ft.) |
|---|---|---|---|---|---|---|
| **1002286 Total** | $1,720.00 | **1002286 Total** | $912.00 | $23.00 | 1002286 | 0 |
| **A09340 Total** | $792,286.00 | **A09340 Total** | $621,944.00 | $15,362.00 | A09340 | 44344.08 |
| **A09343 Total** | $688,400.00 | **A09343 Total** | $540,394.00 | $13,347.00 | A09343 | 29403 |
| **A09355 Total** | $265,451.00 | **A09355 Total** | $208,379.00 | $5,147.00 | A09355 | 42383.88 |
| **A09355B Total** | $45,930.00 | **A09355B Total** | $36,055.00 | $891.00 | A09355B | 6403.32 |
| **A09373 Total** | $498,600.00 | **A09373 Total** | $391,401.00 | $9,667.00 | A09373 | 19035.72 |
| **A09374 Total** | $71,910.00 | **A09374 Total** | $56,449.00 | $1,394.00 | A09374 | 10628.64 |
| **A09375 Total** | $43,862.00 | **A09375 Total** | $34,432.00 | $850.00 | A09375 | 6054.84 |
| **D05887 Total** | $358,428.00 | **D05887 Total** | $281,366.00 | $6,949.00 | D05887 | 56628 |
| **D05888 Total** | $444,941.00 | **D05888 Total** | $349,279.00 | $8,628.00 | D05888 | 69260.4 |
| **D05893 Total** | $593,800.00 | **D05893 Total** | $466,133.00 | $11,513.00 | D05893 | 56628 |
| **D05897 Total** | $14,973.00 | **D05897 Total** | $11,754.00 | $290.00 | D05897 | 1306.8 |
| **D05898 Total** | $917,363.00 | **D05898 Total** | $720,129.00 | $17,787.00 | D05898 | 91911.6 |
| **I01092A Total** | $19,200.00 | **I01092A Total** | $15,072.00 | $372.00 | I01092A | 0 |
| **Total** | $4,756,864.00 | **Total** | $3,733,699.00 | $92,220.00 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| A12052 | $92,800.00 | A12052 | $49,184.00 | $1,215.00 | A12052 | 15000 |
| A12053 | $21,975.00 | A12053 | $11,647.00 | $ 201.00 | A12053 | 7500 |
| Grand Total | $4,871,639.00 | | $3,794,530.00 | $93,636.00 | | |

Exhibit A figures provided by Yellowstone County GIS

**RESOLUTION NO. 18-10750**

**A RESOLUTION OF THE CITY OF BILLINGS FORMING A POLICY FOR THE ADMINISTRATION OF URBAN RENEWAL AREAS OR DISTRICTS (URD) IN THE CITY.**

WHEREAS, MCA, Title 7, Chapter 15, Part 42, Section 51 declares: General powers of municipalities in connection with urban renewal. Every municipality shall have all the power necessary or convenient:

(1) To carry out and effectuate the purposes and provisions of this part and part 43;

(2) To undertake and carry out urban renewal projects within the municipality, to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part and part 43, and to disseminate blight clearance and urban renewal information;

(3) To organize, coordinate, and direct, within the municipality, the administration of the provisions of this part and part 43 as they apply to such municipality in order that the objective of remedying blighted areas and preventing the causes thereof within such municipality may be most effectively promoted and achieved and to establish such new office or offices of the municipality or to reorganize existing offices in order to carry out such purpose most effectively;

(4) To exercise all or any part or combination of powers granted in this part or part 43; and

WHEREAS, the City of Billings reviews and adopts Urban Renewal Plans for each of its Urban Renewal Districts, and those Plans specify goals for each Urban Renewal District; and

WHEREAS, the City of Billings may establish local policies that guide the establishment, operations, funding and governance of urban renewal districts; and

WHEREAS, development of TIF (Tax Increment Financing) Policies would be in the best interest of the City.

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

That the City Council now makes and adopts the following TIF Policy:

## CITY OF BILLINGS TAX INCREMENT FINANCE POLICY

1. PERMITTED USES OF TIF FUNDS. TIF funds may be used for costs outlined in MCA, Title 7, Chapter 15, Part 42, Section 88. Urban Renewal Plans adopted by the City may limit what TIF funds may be spent on in any Urban Renewal District. Eligible costs may include, but are not limited to:
   a. Land acquisition and assemblage, demolition and removal of structures, relocation of occupants, analysis to determine needs of an urban renewal area, administrative cost for redevelopment activities.
   b. Public infrastructure, including, but not limited to: streets, storm drains, parking, public buildings, water and sewer lines, sidewalks, utility connections.
   c. Private infrastructure with public benefit, including, but not limited to, building façades, windows, doors, fire suppression or alarm systems, storm drainage, environmental remediation, parking, and ADA access.

2. FINANCIAL ASSISTANCE THROUGH TIF. All financial assistance must be approved by the City Council prior to any activity receiving funding. Financial assistance should be requested prior to beginning construction. All activity (design and construction) must be completed prior to issuance of TIF funds from the City Finance Department. Financial thresholds and assistance tools are as follows:
   a. A minimum of $\geq$ $5 of private investment for every $1 of public investment is the preferred threshold to be met for each TIF application. The City Council reserves the right to approve any application that does not meet this minimum. The City Council also may make exceptions for projects of less than $100,000, and for publicly owned projects, properties or facilities.
   b. Grants may be made for uses listed in Part 1 above benefitting any government owned-land or buildings and for profit and non-profit businesses.
   c. Bonding may be available at the discretion of the City Council.
   d. All TIF grants will be formalized by a development agreement that must be signed by the grantee before the City will reimburse eligible expenses.

3. URD MANAGEMENT. Each URD in the City of Billings will be managed as follows:
   a. Each URD should maintain a non-profit advisory board to make recommendations to the City Council regarding TIF expenditures. Unless specifically authorized by a Memorandum of Understanding (MOU) referenced in 3(b) below, a majority of board members must own or lease property within the district, or must represent such owner or lessee, and may include representation from residential or commercial property owners or lessees. Advisory Boards must carry insurance for their members and provide proof of insurance to the City.
   b. A MOU must be executed between the advisory board and the City Council that defines the board's roles, responsibilities, authority, and processes, including for hiring and maintaining board support staff. The MOU must

contain language addressing conflict of interest situations for board members whose property may directly benefit from a TIF expenditure and for board support staff. The MOU also must include language that if there is the appearance of a conflict of interest the issue will be reviewed by City legal staff before moving forward.

c. Training for all URD advisory boards will be conducted biannually in coordination with City staff and URD support staff. The training must include, but is not limited to: review of URD and TIF laws, Administrative Rules, ethics, conflicts of interest, meeting management, and maintenance of minutes and records.

d. URD financial reporting will be consistent across all URDs and be set by coordination between the City Finance Director and the Planning and Community Services Director, and URD support staff.

e. TIF application review and City Council staff report preparation will be conducted by the Planning and Community Services Department Director, in coordination with the Assistant City Administrator, Finance Director, and URD support staff.

PASSED by the City Council and APPROVED this 9th day of July, 2018.

CITY OF BILLINGS

BY: William A Cole
William A. Cole, Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

ATTEST

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

| | |
|---|---|
| **Date:** | 11/14/2022 |
| **Title:** | Resolution of Intent to create SILMD 332 and set a public hearing date |
| **Presented by:** | Debi Meling |
| **Department:** | Public Works |
| **Presentation:** | No |
| **Legal Review** | Yes |

## RECOMMENDATION

Staff recommends City Council approve the Resolution of Intent to create Street Improvement Light Maintenance District (SILMD) 332 and set a public hearing date of December 12, 2022.

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

Reconstruction of Mullowney Lane between Midland Road and Elysian Road is planned in 2023. The planned improvements include the installation of 19 streetlights within the project area. The City will administer the Special Improvement Light Maintenance District (SILMD) by assessing the property owners for the costs of maintaining the district and paying Northwestern Energy for the electricity. Passage of this Resolution of Intent is the first step in the legal process of creating a lighting maintenance district to pay the maintenance and operation costs. Passage of this Resolution of Intent will trigger the mailing of legal notices to the affected property owners and set a public hearing at the December 12th, 2022, City Council meeting. The new lighting will use LED lamps and underground wiring. The cost of installation will be paid for with project funds. The adjacent property owners will only pay for electrical energy, ongoing maintenance, and administration costs through an assessment on their property tax statements. Light district assessments are estimated at $0.945724 per lineal foot of property frontage and will range from approximately $2.84 to $704.56 per year depending on the Mullowney Lane frontage of the property within the District boundary. The total yearly assessment is estimated to be $4,600.

## ALTERNATIVES

City Council may:

- Pass the Resolution of Intent to Create SILMD 332 to provide a source of funding for the operation and maintenance of the streetlights and set a public hearing for December 12, 2022; or
- Do not pass the Resolution of Intent or set a public hearing date. If the Council does not adopt the Resolution, the property owners cannot be assessed for operation and maintenance of the streetlights, so the new lights will not be installed.

## FISCAL EFFECTS

There is one City of Billings owned property located within the District. The total assessed frontage is 20 feet, equating to an estimated total annual assessment of $18.91. The remaining costs are paid by property owners through assessment and have no fiscal effect on the City.

**Attachments**

SILMD 332 Resolution of Intent

**RESOLUTION NO. _____**

**A RESOLUTION OF INTENTION TO CREATE SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICT NO. 332 OF THE CITY OF BILLINGS, MONTANA, FOR THE PURPOSE OF MAINTAINING THE STREET LIGHTING FIXTURES AND FACILITIES WITHIN THE DISTRICT AND SUPPLYING ELECTRICAL CURRENT THEREFOR; DESIGNATING THE NUMBER OF SAID DISTRICT, DESCRIBING THE BOUNDARIES THEREOF, GENERALLY DESCRIBING THE MAINTENANCE TO BE UNDERTAKEN, PROVIDING AN INITIAL ESTIMATE OF COSTS AND EXPENSES AND DESCRIBING THE METHOD OF ASSESSING SUCH COSTS AND EXPENSES**

WHEREAS, the City Council of the City of Billings, Montana, has determined that the public interest and convenience require the creation of a Special Improvement Lighting Maintenance District as hereinafter provided;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana (the "City"), as follows:

Section 1. The City has determined that the public interest and convenience require, and it is deemed necessary to create, a Special Improvement Lighting Maintenance District pursuant to Montana Code Annotated, Title 7, Chapter 12, Part 43, for the purpose of maintaining the street lighting fixtures and facilities within the proposed district, supplying electrical current therefor, and assessing the costs and expenses thereof against the lots and parcels of land within the proposed district. The intention of the City Council to create the proposed district, as hereinafter more particularly described, is hereby declared.

Section 2. The proposed Special Improvement Lighting Maintenance District shall be known and designated as "Special Improvement Lighting Maintenance District No. 332" (hereinafter called the "District"), and the boundaries of the District are hereby declared to include the lots and parcels of land directly abutting Mullowney Lane between Midland Road and Elysian Road, as shown on the map included as Exhibit A attached hereto and as described in Exhibit B attached hereto.

Section 3. The general character of the maintenance to be undertaken within the District is hereby declared to be as follows: (i) maintenance of the street lighting fixtures and facilities, currently consisting of 19 new LED luminaires mounted on steel poles, underground wiring and associated appurtenances and equipment, and (ii) supplying electrical current therefor. The City shall own all such street lighting fixtures and facilities. Notwithstanding anything herein to the contrary, maintenance, for purposes of the District, includes routine maintenance, major maintenance and replacement of obsolete, damaged or worn-out street lighting fixtures and facilities.

Section 4. The City hereby finds, determines and declares that each of the lots and parcels of land within the District will be specially benefited and affected by the street lighting fixtures and facilities within the District, and that all of the lots and parcels of land within the District are hereby declared to be the lots and parcels of land to be assessed for the costs and expenses of maintaining the street lighting fixtures and facilities within the District and supplying electrical current therefor, as further described in Section 6 below.

Section 5. That pursuant to § 7-12-4327, MCA, the City of Billings intends to assess properties outside of, but contiguous to, the city limits of the City of Billings for a portion of the costs of the District.

Section 6. The City estimates that the aggregate costs and expenses of maintaining the street lighting fixtures and facilities within the District and supplying electrical current therefor are $4,600 for the first year, which amount includes $9.14 per unit per month for electrical current. It is expected that such costs and expenses will vary from year to year and will generally increase over time. Each year the City Council shall adopt a resolution estimating such costs and expenses and may adjust annual assessment amounts in accordance with § 7-12-4332, MCA. Such costs and expenses may include amounts for the accumulation of maintenance reserves. The cost of the original installation of the street lighting fixtures and facilities will be paid for by the City and will not be included in the costs and expenses assessed against the lots and parcels of land within the District.

Section 7. All costs and expenses of maintaining the street lighting fixtures and facilities within the District and supplying electrical current therefor shall be assessed against the lots and parcels of land within the District, as listed in Exhibit C attached hereto in accordance with §7-12-4324, MCA, with each such lot or parcel of land to be assessed such portion of the aggregate costs and expenses as its lineal frontage bears to the total assessable frontage of the entire District, exclusive of public streets, avenues, alleys and other public places. Estimated assessments for the first year is approximately $.945724 per lineal foot of property frontage, as set forth on Exhibit C attached hereto.

Section 8. All monies derived from the collection of the assessments described in Section 7 above shall be paid into a fund to be known as “Special Lighting Maintenance District No. 332 Maintenance Fund.” Amounts in the Special Lighting District No. 332 Maintenance Fund will be used to pay the costs and expenses of maintaining the street lighting fixtures and facilities and supplying electrical current therefor, and for no other purpose.

Section 9. That on the 12th day of December, 2022, at 5:30 o'clock p.m., at the Council Chambers of the City Hall in said City, the City Council intends to create the District and will hear protests against the proposed maintenance, the costs and expenses thereof and the extent and creation of the District to be assessed therefor, at said time and place, by any person, firm or corporation owning property within the District who has filed a written protest with the City Clerk of the City within fifteen (15) days after the date on which the notice of the passage of this Resolution of Intention is first published in the *Yellowstone County News*.

Section 10. That the City Clerk is hereby authorized and directed to publish a copy of the notice of the passage of this Resolution twice in the *Yellowstone County News*, a weekly newspaper published and circulated in the City, and to mail a copy of said notice to every person, firm or corporation owning property within the District. Said notice is to be mailed on the same date as it is first published.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the14th day of November, 2022.

CITY OF BILLINGS

BY: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

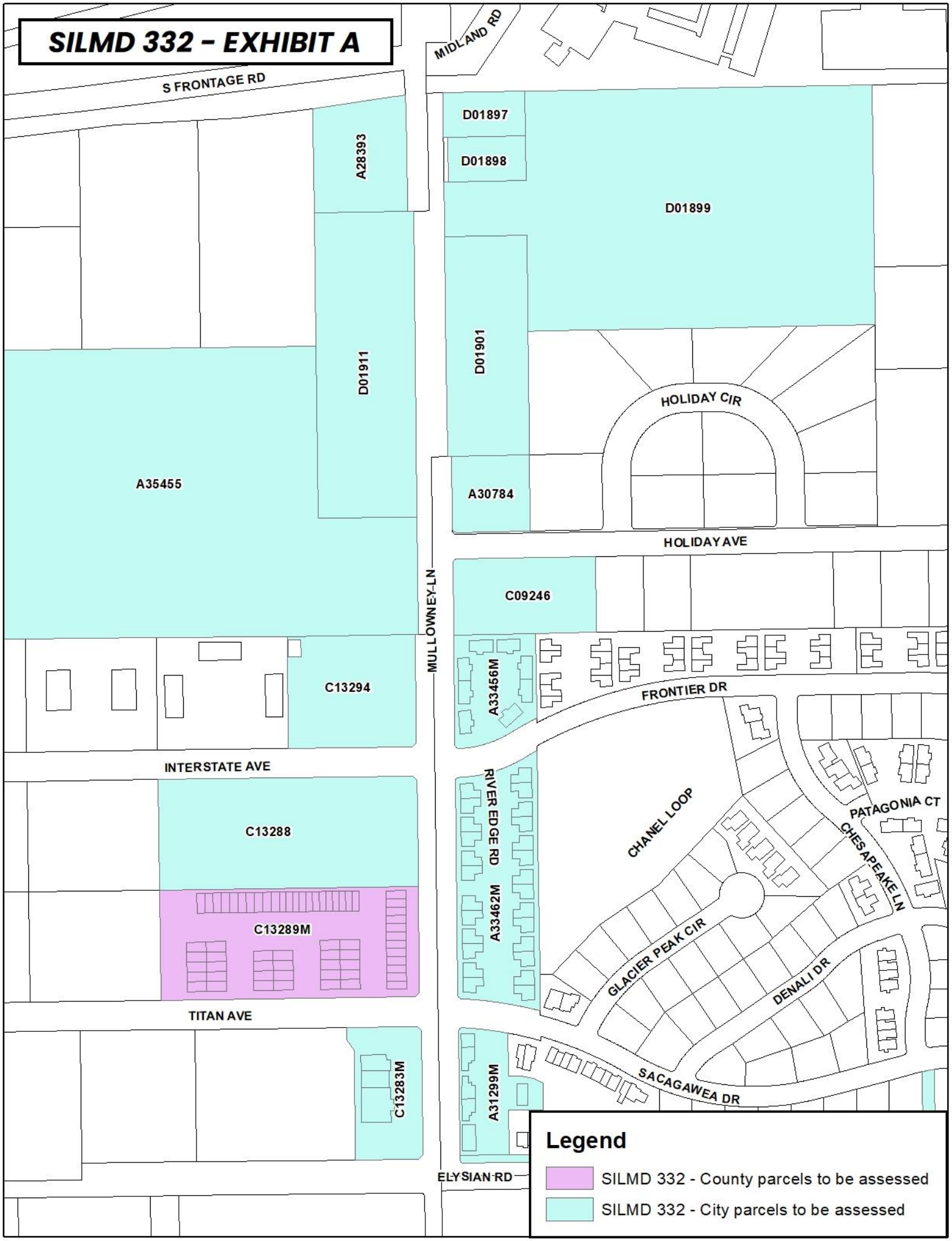

SILMD 332 – EXHIBIT A
MIDLAND RD
S FRONTAGE RD
A28393
D01897
D01898
D01899
D01911
D01901
HOLIDAY CIR
A35455
A30784
HOLIDAY AVE
MULLOWNEY LN
C09246
C13294
A33456M
FRONTIER DR
INTERSTATE AVE
RIVER EDGE RD
A33462M
CHANEL LOOP
PATAGONIA CT
CHESAPEAKE LN
C13288
C13289M
GLACIER PEAK CIR
DENALI DR
TITAN AVE
C13283M
A31299M
SACAGAWEA DR
ELYSIAN RD
Legend
SILMD 332 - County parcels to be assessed
SILMD 332 - City parcels to be assessed

EXHIBIT “B”

**SILMD 332 – DISTRICT DESCRIPTION**

A Special Improvement Lighting Maintenance District encompassing the following parcels of land abutting both sides of Mullowney Lane between Midland Road and Elysian Road in Yellowstone County, Montana. All subdivisions and certificates of survey referenced are as on file in the Office of the County Clerk and Recorder, Yellowstone County, Montana.

Lot 1, Block 1, Kelly Subdivision, as recorded April 25, 1995, under Document Number 1781333;

Lots 1 & 2, Block 1, Zeiler Subdivision, as recorded August 9, 2014, under Document Number 3716126;

Lot 1, Block 3, & Lots 5 & 6, Block 2, Titan Subdivision, as recorded June 18, 2001, under Document Number 3133913;

Lot 6A, Block 1, Titan Subdivision Amended, as recorded November 2, 2006, under Document Number 3399260;

Lot PARK, Block 10, Lots 1-3, Block 2, & Lot 1, Block 1, Riverfront Pointe Subdivision, as recorded March 30, 2006, under Document Number 3371979;

Lot 26A, Block 10, Riverfront Pointe Subdivision Amended, as recorded July 7, 2016, under Document Number 3782047;

Lot 1, Block 4, Weil Subdivision, as recorded May 10, 1978, under Document Number 1088656;

Lot 1, Block 1, Holiday Business Park Subdivision, as recorded May 27, 2003, under Document Number 3231973;

Tract 3A & Tract 4A, Second Relocation of Common Boundary Lines Amending Tracts 3 &4 Certificate of Survey 1191, as recorded January 11, 1983, under Document Number 1251515;

Tract 2B1, Amended Tract 2B Certificate of Survey 1191, as recorded May 28, 1999, under Document Number 3052902;

Tract 1B1, Amended Tract 1B Certificate of Survey 1191, as recorded July 13, 1983, under Document Number 1272297;

Tract 1A, Amended Tract 1 Certificate of Survey 1191, as recorded August 4, 1977, under Document Number 1059592;

Exempting there from all lands which are public street, road, or alley rights-of-way.

# Exhibit C

| TAX_ID | OwnerName | ShortLegalDescription | Frontage | Lineal Foot Assessment Estimate @ $0.945724 |
|---|---|---|---|---|
| A28393 | ROCKY MOUNTAIN OIL, LLC | KELLY SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 1 | 280 | $264.80 |
| A30784 | RUSH, BRUCE | HOLIDAY BUSINESS PARK SUB, S17, T01 S, R26 E, BLOCK 1, Lot 1 | 185 | $174.96 |
| **A31299M** | **MCCALL HOMES LLC** | **JCMU UNITS (19), S17, T01 S, R26 E, MASTERCARD LOC @ AMD BLK 10 LT 26A** | **310** | -- |
| A31299A | JOSEPHINE CORNER APARTMENTS LLC | JCMU UNITS (19), S17, T01 S, R26 E, UNIT 1, 16.667% COMMON AREA INTEREST, @ AMD BLK 10 LT 26A | 52 | $49.18 |
| A31299B | JOSEPHINE CORNER APARTMENTS LLC | JCMU UNITS (19), S17, T01 S, R26 E, UNIT 2, 16.667% COMMON AREA INTEREST, @ AMD BLK 10 LT 26A | 52 | $49.18 |
| A31299C | JOSEPHINE CORNER APARTMENTS LLC | JCMU UNITS (19), S17, T01 S, R26 E, UNIT 3, 16.667% COMMON AREA INTEREST, @ AMD BLK 10 LT 26A | 52 | $49.18 |
| A31299D | JOSEPHINE CORNER APARTMENTS LLC | JCMU UNITS (19), S17, T01 S, R26 E, UNIT 4, 16.667% COMMON AREA INTEREST, @ AMD BLK 10 LT 26A | 52 | $49.18 |
| A31299E | JOSEPHINE CORNER APARTMENTS LLC | JCMU UNITS (19), S17, T01 S, R26 E, UNIT 5, 16.667% COMMON AREA INTEREST, @ AMD BLK 10 LT 26A | 52 | $49.18 |
| A31299F | JOSEPHINE CORNER APARTMENTS LLC | JCMU UNITS (19), S17, T01 S, R26 E, UNIT 6, 16.667% COMMON AREA INTEREST, @ AMD BLK 10 LT 26A | 52 | $49.18 |
| **A33456M** | **RIVER FRONT POINT LLC** | **STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, MASTERCARD LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1** | **280** | -- |
| A33456A | LARSON, JERRY | STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1404, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1 | 35 | $33.10 |
| A33456B | WESTLAKE, DOUGLAS R | STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1405, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1 | 35 | $33.10 |
| A33456C | ANDERSON, TOM | STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1408, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1 | 35 | $33.10 |
| A33456D | MONTANA SILVER CLOUD LLC | STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1409, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1 | 35 | $33.10 |
| A33456E | ANDERSON, TOM | STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1412, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1 | 35 | $33.10 |
| A33456F | MONTANA SILVER CLOUD LLC | STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1413, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1 | 35 | $33.10 |
| A33456G | GEORGE R NIEDENS LLC & | STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1416, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1 | 35 | $33.10 |
| A33456H | MONTANA SILVER CLOUD LLC | STILLWATER MEADOWS TOWNHOMES (21), S17, T01 S, R26 E, UNIT 1417, 12.5% COMMON AREA INTEREST, LOC @ RIVERFRONT POINTE SUB, BLK 1, LT 1 | 35 | $33.10 |
| **A33462M** | **RIVER POINT EDGE LLC** | **RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, MASTER CARD LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB** | **539** | -- |
| A33460A | BOGAR, MARY D | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1450, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33460B | RIVER EDGE LLC | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1450, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33460C | RIVER EDGE 1 LLC | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1451, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33460D | 1451 RIVER EDGE 2 LLC | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1451, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33460E | SKORNOGOSKI, JUDITH J | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1452, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33460F | BETCHER, LAURA J | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1452, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33460G | DENOWH, CHANTEL C | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1453, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33460H | MODDE, JOHN C & | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1453, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33461A | MOORE, JACQUELYN | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1454, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33461B | ZIEGLER, MAUREEN G | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1454, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33461C | HOWARD, SCOTT | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1455, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33461D | GAMEZ, RAUL J & JUNE A | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1455, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33461E | NELSON, JACOB D | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1457, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33461F | ECKERLE, JERALD & JANICE | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1457, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33461G | KUCK, DAVID A | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1550, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33461H | KREATZ, PHYLLIS M | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1550, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33461I | BOOTH, LAURA | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1551, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33461J | MILAM, MARISSA | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1551, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |

# Exhibit C

| TAX_ID | OwnerName | ShortLegalDescription | Frontage | Lineal Foot Assessment Estimate @ $0.945724 |
|---|---|---|---|---|
| A33462A | WALDO, WARD E & DANA M & | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1552, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33462B | HECKEL, MARY KAY | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1552, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33462C | BRANSTETTER, GINA FRICKEL | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1553, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33462D | ULRICKSON, JOSEPH E & SHELLEY H | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1553, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33462E | HERGETT, LORETTA M | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1554, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33462F | MCKINNEY, CRAIG | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1554, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33462G | DWAYNE BAKKEDAHL LIVING TRUST & | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1555, UNIT 1, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33462H | DWAYNE BAKKEDAHL LIVING TRUST & | RIVER POINT EDGE LLC (14), S17, T01 S, R26 E, BUILDING 1555, UNIT 2, 3.846% COMMON AREA INTEREST, LOC @ LTS 1-3, BLK 2 RIVERFRONT POINTE SUB | 21 | $19.86 |
| A33634 | CITY OF BILLINGS | RIVERFRONT POINTE SUB, S17, T01 S, R26 E, BLOCK 10, Lot PARK | 20 | $18.91 |
| A35455 | SLH INDUSTRIAL LLC | ZEILER SUB (15), S18, T01 S, R26 E, BLOCK 1, Lot 1 | 285 | $269.53 |
| C09246 | RUSH, BRUCE | WEIL SUBD, S17, T01 S, R26 E, BLOCK 4, Lot 1 | 184 | $174.01 |
| **C13283M** | **MCCALL DEVELOPMENT INC** | **MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, MASTER CARD LT 6A BLK 1 TITAN SUB AMD (07) 1.233 AC** | **322** | -- |
| C13283A | MCCALL PROPERTIES LLC | MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 100, 26.392% COMMON AREA INTEREST, (08) LOC @ LT 6A BLK 1 TITAN SUB AMD | 85 | $80.39 |
| C13283B | MCCALL PROPERTIES LLC | MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 200, 28.037% COMMON AREA INTEREST, (08) LOC @ LT 6A BLK 1 TITAN SUB AMD | 90 | $85.12 |
| C13283C | BRITTANY'S DREAM LLC | MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 300, 45.571% COMMON AREA INTEREST, (08) LOC @ LT 6A BLK 1 TITAN SUB AMD | 147 | $139.02 |
| C13288 | BRILLHART RANCH CO | TITAN SUBD, S18, T01 S, R26 E, BLOCK 2, Lot 5, (02) | 268 | $253.45 |
| C13294 | ORIGER LAND LLC | TITAN SUBD, S18, T01 S, R26 E, BLOCK 3, Lot 1, (02) | 280 | $264.80 |
| **C13289M** | **STORAGE CONDOS LLC** | **ULTIMATE SPACE, S18, T01 S, R26 E, MASTER CARD (07) LOC @ LT 6 BLK 2 TITAN SUB** | **269** | -- |
| C15674 | MIC-LYN LP | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 102, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 4 | $3.78 |
| C15674A | GODFREY, LEE | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 413, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 4 | $3.78 |
| C15674B | HODIK, KYLE & KATHLEEN | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 303, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 4 | $3.78 |
| C15674C | PILTZ JOINT REVOCABLE TRUST | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 301, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 4 | $3.78 |
| C15674D | ANDERSON, DUANE S | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 201, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 4 | $3.78 |
| C15674E | FULTON, WILLIAM | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 402, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 4 | $3.78 |
| C15674F | TURLEY, JAMES & RITA | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 409, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 4 | $3.78 |
| C15674G | KIMMET PROPERTIES, LLC | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 601, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 4 | $3.78 |
| C15674H | JAMES H HODOUS REVOCABLE LIVING TRUST | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 502, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 4 | $3.78 |
| C15674I | CHRISTECK, PAUL R | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 106, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 4 | $3.78 |
| C15674J | REDDING, BILLIE L & RIAL J | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 311, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 4 | $3.78 |
| C15674K | FRANK, DEBORAH FAYE & DOUGLAS DEAN | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 504, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 4 | $3.78 |
| C15674L | GODFREY, LEE | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 414, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 3 | $2.84 |
| C15674M | BALISON, JEFFREY R & CONSTANCE F | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 606, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 3 | $2.84 |
| C15674N | MCKAMY, RICHARD W | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 207, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 3 | $2.84 |
| C15674O | BROWN, MICK S & CATHY | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 204, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 3 | $2.84 |
| C15674P | RAY, WAYNE A & LOLLIE | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 605, 1.798% COMMON AREA INTEREST, (07)LOC @ LT 6 BLK 2 TITAN SUB | 3 | $2.84 |
| C15674Q | FODE, DENNIS NORBERT | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 603, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 3 | $2.84 |
| C15674R | TURLEY, JAMES & RITA | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 408, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 3 | $2.84 |

# Exhibit C

| TAX_ID | OwnerName | ShortLegalDescription | Frontage | Lineal Foot Assessment Estimate @ $0.945724 |
|---|---|---|---|---|
| C15674S | MADDOCK, SUSAN J | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 107, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 3 | $2.84 |
| C15674T | YELLOWSTONE BANK | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 507, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 3 | $2.84 |
| C15674U | DURAY, MATHEW A | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 410, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 3 | $2.84 |
| C15674V | ARNOLD, JOHN J | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 307, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 3 | $2.84 |
| C15674W | HALSEY, RAY N | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 309, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 3 | $2.84 |
| C15674X | PEARSON, RAYMOND G & KAREN J | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 206, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 4 | $3.78 |
| C15674Y | CUNNINGHAM, THOMAS P & SHERRI L | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 610, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 4 | $3.78 |
| C15675C | ROESCH, TORIAN & CHRISTINE | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 406, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675D | DURAY, MATHEW A | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 411, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675E | GEURIN, TERRY & PAMELA | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 306, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675F | ZARBOCK PROPERTY MANAGEMENT LLC | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 208, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675G | BOUCHARD, DEAN & LESLIE | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 608, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675H | HODIK, KYLE & KATHLEEN | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 304, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675I | SAUTER, DONOVAN J & WANDA H | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 607, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675J | PETERSON, CHAD AUSTIN & | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 109, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675K | KARST, PATRICIA L & | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 505, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675L | HODIK, KYLE & KATHLEEN | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 302, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675M | ROESCH, TORIAN JASON & CHRISTINE ANN | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 405, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675N | LITTLE BIG MEN OF GLENDIVE INC | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 103, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675O | TITAN CONDO LLC | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 503, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675P | ASPEN WAY DEVELOPMENT LLC | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 205, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675Q | BALISON, JEFFREY R & CONSTANCE F | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 609, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675R | KIMMET PROPERTIES, LLC | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 604, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675S | YELLOWSTONE BANK | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 209, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15675T | BURTON, PATRICK H | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 310, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676 | YELLOWSTONE BANK | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 210, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676A | KDB PROPERTIES LLC | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 602, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676B | ZORN, TIM | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 501, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676C | MAGIC CITY TILE AND STONE, INC | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 105, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676D | HANEL, THOMAS W & ROBIN E | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 407, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676E | HARVEY & MARYELLEN PETERSON FAMILY REVOCABLE LIVING TRUST, THE | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 108, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676F | BALLENSKY, TANYA | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 412, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676G | REDDING, BILLIE L & RIAL J | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 312, 1.386% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676H | FRANK, DOUGLAS D & DEBORAH F | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 506, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676I | WOOD REVOCABLE LIVING TRUST | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 202, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676J | FRANK, DOUGLAS D & DEBORAH FAYE | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 308, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |

# Exhibit C

| TAX_ID | OwnerName | ShortLegalDescription | Frontage | Lineal Foot Assessment Estimate @ $0.945724 |
|---|---|---|---|---|
| C15676K | PEARSON, COLTER J | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 305, 1.494% COMMON AREA INTEREST, (07)LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676L | HANEL, THOMAS W & ROBIN E | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 403, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676M | O'NEIL PROPERTY & INVESTMENTS LP | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 508, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676N | ZARBOCK PROPERTY MANAGEMENT LLC | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 203, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676O | DURRETT, STEVEN | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 104, 1.798% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676P | TURLEY, JAMES E & RITA M | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 401, 1.498% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| C15676Q | HANEL, THOMAS W & ROBIN E | ULTIMATE SPACE, S18, T01 S, R26 E, UNIT 404, 1.198% COMMON AREA INTEREST, (07) LOC @ LT 6 BLK 2 TITAN SUB | 5 | $4.73 |
| D01897 | APPLE FRITTER LLC | S17, T01 S, R26 E, C.O.S. 1191, PARCEL 1A, AMD TR 1 | 109 | $103.08 |
| D01898 | O E D LLC | S17, T01 S, R26 E, C.O.S. 1191, PARCEL 1B1, AMEND TR 1B | 109 | $103.08 |
| D01899 | BHCC II INC | S17, T01 S, R26 E, C.O.S. 1191, PARCEL 2B1, AMND 11.942 AC (2000) | 132 | $124.84 |
| D01901 | KHAN ORGANIZATION, LLC | S17, T01 S, R26 E, C.O.S. 1191 AMD, PARCEL 3A & 4A, 2ND AMD 106722 SQ FT (05) | 535 | $505.96 |
| D01911 | SLH INDUSTRIAL LLC | ZEILER SUB (15), S18, T01 S, R26 E, BLOCK 1, Lot 2 | 745 | $704.56 |
| | | | | **$4,600.00** |

City Council Regular

| | |
|---|---|
| Date: | 11/14/2022 |
| Title: | Bond Resolution for South Tax Increment Bonds |
| Presented by: | Andy Zoeller, Finance Director |
| Department: | Finance |
| Presentation: | No |
| Legal Review | No |

## RECOMMENDATION

Staff recommends the approval of the bond resolution for the tax increment bonds for the South TIF district.

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

The council approved a resolution authorizing the issuance and private negotiated sale of tax increment bonds for the South TIF district on October 10, 2022. The bond proceeds will be used to reimburse the street construction improvements in the district. By issuing the bonds it will also extend the life of the district to 2047. Once Council approves this resolution, the closing can take place and the bond proceeds will be disbursed to the construction accounts.

## ALTERNATIVES

There is no viable alternative as the City has signed a bond purchase agreement with DA Davidson for the sale of the bonds.

## FISCAL EFFECTS

The interest rate on the bonds is 5.76% with the final maturity of 7/1/2047. The debt service payments will be paid from the tax increment funds from the district.

**Attachments**

bond resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION RELATING TO $3,000,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS (SOUTH BILLINGS BOULEVARD URBAN RENEWAL DISTRICT), SERIES 2022; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on November 14, 2022, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____ _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 14th day of November, 2022.

(SEAL)

_____
City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO $3,000,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS (SOUTH BILLINGS BOULEVARD URBAN RENEWAL DISTRICT), SERIES 2022; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR

BE IT RESOLVED by the City Council (the "Council") of the City of Billings, Montana (the "City"), as follows:

Section 1. Authorizations and Findings.

1.01. Recitals; Prior City Actions. Under Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act"), the City is authorized to create urban renewal areas, prepare and adopt an urban renewal plan therefor and amendments thereto, undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to property taxes collected in such areas, issue its bonds to pay the costs of such projects and to refund bonds previously issued under the Act and pledge to the repayment of the bonds the tax increment and other revenues derived from projects undertaken within the urban renewal area.

Pursuant to the Act and Ordinance No. 07-5441, adopted by the Council on December 10, 2007, as amended by Ordinance Nos. 08-5462, 08-5484, and 19-5725, adopted by the Council on May 12, 2008, December 8, 2008, and July 22, 2019, respectively, the City created its South Billings Boulevard Urban Renewal District and approved and amended the South Billings Boulevard Urban Renewal Plan (the "Plan"), which contains a tax increment financing provision. By Ordinance No. 21-5765, adopted by the Council on July 26, 2021, the City expanded the boundaries of its South Billings Boulevard Urban Renewal District (as so expanded, the "District").

Pursuant to the Act and Resolution No. 15-10452 adopted by the Council on May 11, 2015 (the "Original Resolution"), as amended and supplemented by Resolution No. 16-10567, adopted by the Council on June 27, 2016 (the Original Resolution, as so amended and supplemented and as further amended and supplemented by this resolution, the "Resolution"), the City issued its Tax Increment Urban Renewal Revenue Refunding Bonds (South Billings Boulevard Urban Renewal District), Series 2015, in the aggregate principal amount of $5,170,000 (the "Series 2015 Bonds") and its Tax Increment Urban Renewal Revenue Bonds (South Billings Boulevard Urban Renewal District), Series 2016, in the aggregate principal amount of $4,935,000 (the "Series 2016 Bonds"). The Series 2015 Bonds and the Series 2016 Bonds are payable from Tax Increment. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Original Resolution.

The City proposes to undertake the design, construction and installation of street improvements with respect to various streets within the District, including Vaughn Lane, Mitchell Avenue, Morgan Avenue, Ryan Avenue and Hillview Lane (collectively, the "2022 Project"). The 2022 Project has been authorized as an urban renewal project pursuant to the Act and the Plan, and as set forth in the Plan the City declared its intention to use Tax Increment to finance such improvements.

1.02. Authorization and Sale of Series 2022 Bonds. Pursuant to Resolution No. 22-11077 adopted October 10, 2022 (the "Parameters Resolution"), this Council determined that it is in the best interests of the City to issue its Tax Increment Urban Renewal Revenue Bonds (South Billings Boulevard Urban Renewal District), Series 2022 (the "Series 2022 Bonds"), as authorized by Section 7-15-4301(1)(a) of the Act and the Resolution, for the purpose of financing a portion of the costs of the 2022 Project, funding a deposit to the Reserve Account and paying costs of issuance of the Series 2022 Bonds. The City has reserved the right under Sections 4.01 and 4.02 of the Original Resolution to issue Additional Bonds for the purpose of providing funds to pay the costs of one or more Projects, which Additional Bonds shall be payable and secured ratably and equally and on a parity with Outstanding Bonds, upon compliance with the provisions of Section 4.01 and 4.02 of the Original Resolution.

Pursuant to the Parameters Resolution, this Council authorized the negotiated sale of the Series 2022 Bonds to D.A. Davidson & Co., Great Falls, Montana (the "Original Purchaser") and authorized the Mayor, City Administrator, Assistant City Administrator and City Finance Director to enter into the Bond Purchase Agreement, dated as of October 24, 2022 with the Original Purchaser (the "Bond Purchase Agreement"), pursuant to which the Original Purchaser agreed to purchase the Series 2022 Bonds at the aggregate purchase price of $2,959,595.35 (representing the par amount of the Series 2022 Bonds, less net original issue discount of $14,904.65 and less underwriter's compensation of $25,500.00), in each case, subject to the terms and conditions of the Bond Purchase Agreement and the Resolution. The true interest cost of the Series 2022 Bonds is 5.7627223%. The sale of the Series 2022 Bonds to the Original Purchaser is hereby ratified and confirmed.

1.03. Application of Series 2022 Bond Proceeds. Proceeds of the Series 2022 Bonds will be applied as follows:

| | |
|---|---|
| Deposit to Construction Account | $2,737,676.59 |
| Underwriter's Discount | $25,500.00 |
| Deposit to Reserve Account | $221,918.76 |
| Total* | $2,985,095.35 |

* Totals reflect the net original issue discount of $14,904.65 on the Series 2022 Bonds.

1.04. Estimate of Tax Increment. As set forth on the aggregate debt service schedule attached hereto as Exhibit A, the maximum Principal and Interest Requirements on the Series 2015 Bonds, the Series 2016 Bonds and the Series 2022 Bonds are equal to $875,106.28. There are no other bonds or other obligations of the City payable from Tax Increment, other than the Grant Commitments described below.

In fiscal year 2022, the City received Tax Increment in the amount of $3,882,119, and the City estimates that Tax Increment to be received in each future Fiscal Year will be at least $3,882,119. Accordingly, the Tax Increment estimated to be received each year by the City will be sufficient to pay the maximum aggregate Principal and Interest Requirements on the Series 2015 Bonds, the Series 2016 Bonds and the Series 2022 Bonds, and the Grant Commitments described below. In addition, the Tax Increment received by the City in fiscal year 2022 was equal to at least 130% of the maximum aggregate Principal and Interest Requirements for any future calendar year with respect to the Series 2015 Bonds, the Series 2016 Bonds and the Series

2022 Bonds, and the Tax Increment estimated to be received by the City in the next succeeding three fiscal years, adjusted as provided in Resolution No. 15-10452, is equal to at least 140% of the maximum aggregate Principal and Interest Requirements for any future calendar year with respect to the Series 2015 Bonds, Series 2016 Bonds and the Series 2022 Bonds.

Pursuant to certain development agreements entered into between the City and various developers, the City anticipates making grant payments (the "Grant Commitments") to such developers with respect to certain eligible infrastructure expenses in the aggregate amount of approximately $2,065,000 over the next two Fiscal Years, subject to the satisfaction of certain conditions precedent. The Grant Commitments are Subordinate Obligations, payable from Tax Increment on a subordinate basis to the Series 2015 Bonds, Series 2016 Bonds and Series 2022 Bonds.

1.05. Findings and Determinations. It is hereby found, determined and declared by this Council as follows:

(a) no persons will be displaced from their housing by the 2022 Project;

(b) the Plan and the 2022 Project conform to the comprehensive plan or parts thereof of the City as a whole;

(c) the Plan and the 2022 Project will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment in the District by private enterprise;

(d) a sound and adequate financial program exists for the financing of the 2022 Project, which program includes the City's use of the proceeds of the Series 2022 Bonds;

(e) the 2022 Project is in the best interests of the City;

(f) the 2022 Project is authorized under the Plan and constitutes and urban renewal project within the meaning of the Act;

(g) the estimated Tax Increment to be received by the City, as set forth in Section 1.04, and pledged to the payment of the Series 2022 Bonds will be sufficient to pay the Principal and Interest Requirements thereon when due;

(h) it is in the best interests of the City to issue and sell the Series 2022 Bonds to finance the costs of the 2022 Project as provided in the Resolution; and

(i) the findings and determinations made by this Council in the Ordinance are hereby ratified and confirmed.

All acts, conditions and things required by the Constitution and laws of the State, including the Act, in order to pledge the Tax Increment to the payment of the Series 2022 Bonds, to make the Series 2022 Bonds valid and binding special, limited obligations of the City in accordance with their terms and in accordance with the terms of the Resolution have been done,

do exist, have happened and have been performed in regular and due form, time and manner as so required.

Section 2. Bond Terms, Execution and Delivery.

2.01. Term of Series 2022 Bonds. The Series 2022 Bonds shall be designated "Tax Increment Urban Renewal Revenue Bonds (South Billings Boulevard Urban Renewal District), Series 2022." The Series 2022 Bonds shall be in denominations of $5,000 or any integral multiple thereof of single maturities. The Series 2022 Bonds shall mature, subject to redemption as hereinafter provided, on July 1 in the years and amounts listed below, and the Series 2022 Bonds maturing in such years and amounts shall bear interest from date of original issue until paid or duly called for redemption (including mandatory sinking fund redemption as to the term bonds maturing in 2037, 2042, and 2047) at the rates shown opposite such years and amounts, as follows:

| Year | Amount | Interest Rate |
|---|---|---|
| 2023 | $120,000 | 5.000% |
| 2024 | 65,000 | 5.000 |
| 2025 | 65,000 | 5.000 |
| 2026 | 70,000 | 5.000 |
| 2027 | 75,000 | 5.000 |
| 2028 | 75,000 | 5.000 |
| 2029 | 80,000 | 5.000 |
| 2030 | 85,000 | 5.000 |
| 2031 | 90,000 | 5.000 |
| 2037* | 640,000 | 5.375 |
| 2042* | 705,000 | 5.625 |
| 2047* | 930,000 | 5.875 |

*Term Bonds subject to mandatory sinking fund redemption as set forth in Section 2.07 below.

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

2.02. Registered Form, Interest Payment Dates. The Series 2022 Bonds shall be issuable only in fully registered form, and the ownership of the Series 2022 Bonds shall be transferred only upon the Bond Register. The interest on the Series 2022 Bonds shall be payable on January 1 and July 1 in each year, commencing July 1, 2023. Interest on the Series 2022 Bonds shall be payable to the Owners thereof as of the close of business on the 15th day of the month immediately preceding each Interest Payment Date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Series 2022 Bond shall be payable by check or draft issued by the Registrar described herein.

2.03. Dated Date. Each Series 2022 Bond shall be dated, as originally issued, as of November 22, 2022, and upon authentication of any Series 2022 Bond the Registrar shall indicate thereon the date of such authentication.

2.04. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Bond Register. The Registrar shall keep at its designated corporate trust office a Bond Register in which the Registrar shall provide for the registration of ownership of Series 2022 Bonds and the registration of transfers and exchanges of Series 2022 Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Series 2022 Bonds. Upon surrender to the Registrar for transfer of any Series 2022 Bond duly endorsed by the Owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Owner thereof or by an attorney duly authorized by the Owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2022 Bonds of the same series and a like aggregate principal amount, interest rate and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of transfer of any Series 2022 Bond or portion thereof selected or called for redemption.

(c) Exchange of Series 2022 Bonds. Whenever any Series 2022 Bond is surrendered by the Owner for exchange, the Registrar shall authenticate and deliver one or more new Series 2022 Bonds of the same series and a like aggregate principal amount, interest rate and maturity, as requested by the Owner or the Owner's attorney in writing.

(d) Cancellation. All Series 2022 Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Series 2022 Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Series 2022 Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the Person in whose name any Series 2022 Bond is at any time registered in the Bond Register as the absolute owner of such Series 2022 Bond, whether such Series 2022 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Series 2022 Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Series 2022 Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Series 2022 Bonds (except for an exchange upon the partial redemption of a Series 2022 Bond), the Registrar may impose a charge upon the Owner thereof sufficient to reimburse the

Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Series 2022 Bonds. In case any Series 2022 Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Series 2022 Bond of the same series and a like aggregate principal amount, interest rate and maturity in exchange and substitution for and upon cancellation of any such mutilated Series 2022 Bond or in lieu of and in substitution for any such Series 2022 Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Series 2022 Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Series 2022 Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Series 2022 Bonds so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Series 2022 Bond has already matured or such Series 2022 Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Series 2022 Bond prior to payment.

2.05. Appointment of Initial Registrar. The City hereby appoints U.S. Bank Trust Company, National Association, of Salt Lake City, Utah, to act as the Registrar. The City reserves the right to appoint a successor Registrar, as authorized by the Model Public Obligations Registration Act of Montana, Montana Code Annotated, Title 17, Chapter 5, Part 11, as amended, but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed. Upon merger or consolidation of a bank or trust company that is acting as the Registrar, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City reserves the right to remove any Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Series 2022 Bonds in its possession as Registrar to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

2.06. Optional Redemption. The Series 2022 Bonds with Stated Maturities in the years 2023 through 2027 are not subject to redemption prior to their Stated Maturities. The Series 2022 Bonds with Stated Maturities on or after July 1, 2028 are subject to redemption on July 1, 2027 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in $5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a Redemption Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

The Redemption Date and the principal amount of the Series 2022 Bonds to be redeemed shall be fixed by the City Finance Director who shall give notice thereof to the Registrar at least 35 days prior to the Redemption Date or such lesser period as the Registrar accepts. The Registrar, at least 30 days prior to the designated Redemption Date, shall cause notice of redemption to be mailed, by first class mail, or by other means required by the securities

depository, to the Owners of each Series 2022 Bond to be redeemed at their addresses as they appear on the Bond Register, but no defect in or failure to give such notice shall affect the validity of proceedings for the redemption of any Series 2022 Bond not affected by such defect or failure. The notice of redemption shall specify the Redemption Date, Redemption Price, the numbers, interest rates, CUSIP numbers and Stated Maturities of the Series 2022 Bonds or portions thereof to be redeemed and the place at which the Series 2022 Bonds are to be surrendered for payment, which is the designated corporate trust office of the Registrar. Official notice of redemption having been given as aforesaid, the Series 2022 Bonds or portions thereof so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified and from and after such date (unless the City shall default in the payment of the Redemption Price) such Series 2022 Bonds or portions thereof shall cease to bear interest.

2.07. Mandatory Sinking Fund Redemption. The Series 2022 Bonds having Stated Maturities in 2037, 2042, and 2047 are subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below in $5,000 principal amounts selected by the Registrar, by lot or other manner as directed by the City, at a Redemption Price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date:

| 2037 Term Bond | | 2042 Term Bond | | 2047 Term Bond | |
|---|---|---|---|---|---|
| July 1 | Sinking Fund Payment Amount | July 1 | Sinking Fund Payment Amount | July 1 | Sinking Fund Payment Amount |
| 2032 | $ 95,000 | 2038 | $125,000 | 2043 | $165,000 |
| 2033 | 95,000 | 2039 | 135,000 | 2044 | 175,000 |
| 2034 | 105,000 | 2040 | 140,000 | 2045 | 185,000 |
| 2035 | 110,000 | 2041 | 150,000 | 2046 | 195,000 |
| 2036 | 115,000 | 2042* | 155,000 | 2047* | 210,000 |
| 2037* | 120,000 | | | | |

*Stated Maturity.

If the Term Bonds having Stated Maturities in 2037, 2042 and 2047 are not previously purchased by the City in the open market or prepaid, $120,000, $155,000 and $210,000, respectively, in principal amount of such Term Bonds would remain to mature in 2037, 2042 and 2047, respectively. The principal amount of such Term Bonds required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of such Term Bonds theretofore redeemed at the option of the City and as to which the City has not previously applied amounts to reduce the principal amount of such Term Bonds on a Sinking Fund Payment Date.

2.08. Execution and Delivery. The Series 2022 Bonds shall be forthwith prepared for execution under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor, the City Finance Director and the City Clerk, provided that said signatures may be printed, engraved or lithographed facsimiles thereof. The seal of the City need not be imprinted on or affixed to any Series 2022 Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2022 Bonds shall cease to be such officer before the delivery thereof, such signature or facsimile shall nevertheless be valid

and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Series 2022 Bonds have been so executed by said City officers, they shall be registered by the City Finance Director. Notwithstanding such execution, no Series 2022 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution unless and until a certificate of authentication on such Series 2022 Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Series 2022 Bonds need not be signed by the same representative. The executed certificate of authentication on each Series 2022 Bond shall be conclusive evidence that it has been authenticated and delivered under the Resolution. When the Series 2022 Bonds have been fully executed and authenticated, they shall be delivered by the Registrar to the Original Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Original Purchaser shall not be obligated to see to the application of the purchase price.

2.09. Securities Depository for the Series 2022 Bonds.

(a) For purposes of this Section 2.09, the following terms shall have the following meanings:

"Beneficial Owner" shall mean, whenever used with respect to a Series 2022 Bond, the Person (or subrogee of the Person) recorded as the beneficial owner of such Series 2022 Bond on the records of the Participant (as hereinafter defined) in whose name DTC holds such Series 2022 Bond.

"Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2022 Bonds.

"DTC" shall mean The Depository Trust Company of New York, New York.

"Participant" shall mean any broker-dealer, bank or other financial institution for which DTC holds Series 2022 Bonds as securities depository.

"Representation Letter" shall mean the Blanket Issuer Letter of Representations pursuant to which the City agrees to comply with DTC's Operational Arrangements.

(b) The Series 2022 Bonds shall be initially issued as separately authenticated fully registered Series 2022 Bonds, and one Series 2022 Bond shall be issued in the principal amount of each Stated Maturity of the Series 2022 Bonds. Upon initial issuance, the ownership of all Series 2022 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive Owner of the Series 2022 Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2022 Bonds, selecting the Series 2022 Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to Owners of Series 2022 Bonds under the Resolution, registering the transfer of Series 2022 Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the

Series 2022 Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2022 Bonds, with respect to any notice which is permitted or required to be given to Owners under the Resolution, with respect to the selection by DTC or any Participant of any Person to receive payment in the event of a partial redemption of the Series 2022 Bonds, or with respect to any consent given or other action taken by DTC as Owner of the Series 2022 Bonds. So long as any Series 2022 Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Series 2022 Bond, and shall give all notices with respect to such Series 2022 Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Series 2022 Bonds to the extent of the sum or sums so paid. Unless the services of DTC as securities depository with respect to the Series 2022 Bonds are terminated as provided in subsection (c) hereof, no Person other than DTC shall receive an authenticated Series 2022 Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2022 Bonds will be transferable to such new nominee in accordance with subsection (e) hereof.

(c) In the event the City determines to discontinue the book-entry-only system for the Series 2022 Bonds, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Series 2022 Bonds in the form of certificates. In such event, the Series 2022 Bonds will be transferable in accordance with subsection (e) hereof. DTC may determine to discontinue providing its services with respect to the Series 2022 Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Series 2022 Bonds will be transferable in accordance with subsection (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by Owners and Beneficial Owners and payments on the Series 2022 Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under the Resolution.

(e) In the event that any transfer or exchange of Series 2022 Bonds is permitted under subsection (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Series 2022 Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of the Resolution. In the event Series 2022 Bonds in the form of certificates are issued to Owners other than Cede & Co., its successor as nominee for DTC as Owner of all the Series 2022 Bonds, or another securities depository as Owner of all the Series 2022 Bonds, the provisions of the Resolution shall also apply to all matters relating thereto, including, without limitation, the preparation of such Series 2022 Bonds in the form of Series 2022 Bond certificates and the method of payment of

principal of and interest on such Series 2022 Bonds in the form of Series 2022 Bond certificates.

2.10. Form of Series 2022 Bonds. The Series 2022 Bonds shall be prepared in substantially the form set forth in Exhibit B hereto and by this reference made a part hereof.

2.11. Application of Proceeds of Series 2022 Bonds. Simultaneously with the delivery of the Series 2022 Bonds, the City Finance Director shall cause the proceeds of the Series 2022 Bonds to be deposited as follows:

(a) Deposit $221,918.76 in the Reserve Account to cause the balance therein to equal the Reserve Requirement giving effect to the issuance of the Series 2022 Bonds; and

(b) Deposit $2,737,676.59 in the Construction Account to be used to pay costs of the 2022 Project and costs of issuance of the Series 2022 Bonds.

Section 3. Continuing Disclosure. The Council hereby approves the Continuing Disclosure Undertaking of the City substantially in the form of Exhibit C attached hereto and authorizes the City Administrator and the City Finance Director, or in the absence or unavailability of either, the Assistant City Administrator, to execute and deliver on behalf of the City contemporaneously with the date of issuance and delivery of the Series 2022 Bonds the Continuing Disclosure Undertaking, with such changes as may be necessary or appropriate. The execution and delivery by appropriate officers of the City of the Continuing Disclosure Undertaking are adequate to cause the Continuing Disclosure Undertaking to be binding and enforceable on the City.

Section 4. Tax Covenants and Certifications.

4.01. Use of 2022 Project. The 2022 Project is and will be owned and operated by the City. No user of the 2022 Project is granted any concession, license or special arrangement with respect to the 2022 Project. The City shall not enter into any lease, use or other agreement or arrangement with any non-governmental Person relating to the use of the 2022 Project or security for the payment of the Series 2022 Bonds which might cause the Series 2022 Bonds to be considered "private activity bonds" or "private loan bonds" within the meaning of Section 141 the Code. No "impermissible agreement" as defined in Section 1.141-4(e)(4)(ii) of the Regulations, has been or will be entered into by the Commission in respect of the Tax Increment or otherwise to secure the Series 2022 Bonds.

4.02. General Covenant. The City covenants and agrees with the Owners from time to time of the Series 2022 Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2022 Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2022 Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

4.03. Arbitrage Certification. The Mayor, the City Finance Director and the City Clerk being the officers of the City charged with the responsibility for issuing the Series 2022 Bonds pursuant to the Resolution, are authorized and directed to execute and deliver to the Original Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2022 Bonds, it is reasonably expected that the proceeds of the Series 2022 Bonds will not be used in a manner that would cause the Series 2022 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

4.04. Arbitrage Rebate. The City acknowledges that the Series 2022 Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Series 2022 Bonds from gross income for federal income tax purposes, unless the Series 2022 Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no "gross proceeds" of the Series 2022 Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the City Finance Director and the City Clerk are hereby authorized and directed to execute a Tax Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

4.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than February 15, 2023, a statement concerning the Series 2022 Bonds containing the information required by Section 149(e) of the Code.

4.06. "Qualified Tax-Exempt Obligations." Pursuant to Section 265(b)(3)(B)(ii) of the Code, the City hereby designates the Series 2022 Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The City has not designated any obligations in 2022, other than the Series 2022 Bonds, under Section 265(b)(3). The City hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including "qualified 501(c)(3) bonds" but excluding other "private activity bonds," as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the City and all "subordinate entities" of the City in 2022 in an amount greater than $10,000,000.

Section 5. Repeals and Effective Date.

5.01. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Council that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

5.02. Effective Date. This Resolution shall take effect immediately upon its passage and adoption by this Council.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 14th day of November, 2022.

_____
Mayor

Attest: _____
City Clerk

(SEAL)

# EXHIBIT A

## Aggregate Debt Service Schedule

| Date | Principal | Interest | Existing D/S | TOTAL P+I |
|---|---|---|---|---|
| 07/01/2023 | 120,000.00 | 100,340.78 | 646,143.76 | 866,484.54 |
| 07/01/2024 | 65,000.00 | 158,943.76 | 646,768.76 | 870,712.52 |
| 07/01/2025 | 65,000.00 | 155,693.76 | 646,693.76 | 867,387.52 |
| 07/01/2026 | 70,000.00 | 152,443.76 | 645,431.26 | 867,875.02 |
| 07/01/2027 | 75,000.00 | 148,943.76 | 647,431.26 | 871,375.02 |
| 07/01/2028 | 75,000.00 | 145,193.76 | 653,187.52 | 873,381.28 |
| 07/01/2029 | 80,000.00 | 141,443.76 | 648,206.26 | 869,650.02 |
| 07/01/2030 | 85,000.00 | 137,443.76 | 648,393.76 | 870,837.52 |
| 07/01/2031 | 90,000.00 | 133,193.76 | 651,912.52 | 875,106.28 |
| 07/01/2032 | 95,000.00 | 128,693.76 | 649,668.76 | 873,362.52 |
| 07/01/2033 | 95,000.00 | 123,587.50 | 651,006.26 | 869,593.76 |
| 07/01/2034 | 105,000.00 | 118,481.26 | 646,543.76 | 870,025.02 |
| 07/01/2035 | 110,000.00 | 112,837.50 | 646,468.76 | 869,306.26 |
| 07/01/2036 | 115,000.00 | 106,925.00 | 650,593.76 | 872,518.76 |
| 07/01/2037 | 120,000.00 | 100,743.76 | 648,343.76 | 869,087.52 |
| 07/01/2038 | 125,000.00 | 94,293.76 | 650,281.26 | 869,575.02 |
| 07/01/2039 | 135,000.00 | 87,262.50 | 651,187.50 | 873,450.00 |
| 07/01/2040 | 140,000.00 | 79,668.76 | 306,062.50 | 525,731.26 |
| 07/01/2041 | 150,000.00 | 71,793.76 | - | 221,793.76 |
| 07/01/2042 | 155,000.00 | 63,356.26 | - | 218,356.26 |
| 07/01/2043 | 165,000.00 | 54,637.50 | - | 219,637.50 |
| 07/01/2044 | 175,000.00 | 44,943.76 | - | 219,943.76 |
| 07/01/2045 | 185,000.00 | 34,662.50 | - | 219,662.50 |
| 07/01/2046 | 195,000.00 | 23,793.76 | - | 218,793.76 |
| 07/01/2047 | 210,000.00 | 12,337.50 | - | 222,337.50 |
| **Total** | **$3,000,000.00** | **$2,531,659.70** | **$11,334,325.18** | **$16,865,984.88** |

EXHIBIT B

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

**CITY OF BILLINGS, MONTANA**

TAX INCREMENT URBAN RENEWAL REVENUE BONDS
(SOUTH BILLINGS BOULEVARD URBAN RENEWAL DISTRICT), SERIES 2022

No. _____ $_____

| Rate | Maturity Date | Date of Original Issue | CUSIP |
|---|---|---|---|
| % | July 1, | November 22, 2022 | 090141 |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS AND NO/100

FOR VALUE RECEIVED, THE CITY OF BILLINGS, YELLOWSTONE COUNTY, STATE OF MONTANA (the "City"), acknowledges itself to be specially indebted and hereby promises to pay to the registered owner named above or registered assigns the principal amount specified above on the maturity date specified above or, if this Bond is prepayable as stated below, on an earlier date on which this Bond shall have been duly called for redemption, with interest hereon from the date of original issue hereof, or such later date to which interest hereon has been paid or duly provided for, until the principal amount is paid or until this Bond, if redeemable, has been duly called for redemption, at the annual rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank Trust Company, National Association, as registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar") at its designated corporate trust office, currently in St. Paul, Minnesota. The interest on this Bond shall be payable on January 1 and July 1 in each year, commencing July 1, 2023. Interest on the Series 2022 Bonds shall be payable to the owners of record thereof as such appear on the Bond Register as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Bond shall be payable by check or draft issued by the Registrar described herein.

The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other

nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

This Bond is one of a duly authorized issue of Bonds of the City designated as "Tax Increment Urban Renewal Revenue Bonds (South Billings Boulevard Urban Renewal District), Series 2022" (collectively, the "Bonds"), issued and to be issued in one or more series under, and all equally and ratably secured by Resolution No. 15-10452, adopted by the City Council on May 11, 2015 (the "Original Resolution"), as amended by Resolution Nos. 16-10567 and [_____], adopted by the City Council on June 27, 2016 and November 14, 2022, respectively (the Original Resolution, as so amended and supplemented and as it may be further amended and supplemented in accordance with the provisions thereof, the "Resolution"), to which Resolution, copies of which are on file with the City, reference is hereby made for a description of the nature and extent of the security, the respective rights thereunder of the Owners of the Bonds and the City and the terms upon which the Bonds are to be issued and delivered. This Bond is one of the series specified in its title, issued in the aggregate principal amount of $3,000,000 (the "Series 2022 Bonds"), all of like date of original issue and tenor except as to serial number, denomination, date, interest rate, maturity date and redemption privilege. The Series 2022 Bonds are issued by the City for the purpose of financing a portion of the costs of an urban renewal project (as defined in the Act) within the City's South Billings Boulevard Urban Renewal District (the "District"). The Series 2022 Bonds are payable and secured ratably and equally and on a parity with the City's Tax Increment Urban Renewal Revenue Refunding Bonds (South Billings Boulevard Urban Renewal District), Series 2015 (the "Series 2015 Bonds"), Tax Increment Urban Renewal Revenue Bonds (South Billings Boulevard Urban Renewal District), Series 2016 (the "Series 2016 Bonds"), and any additional parity Bonds hereafter issued pursuant to the Resolution. Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

The Series 2022 Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Montana, particularly Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act"), and pursuant to the Resolution. The Bonds are payable solely and ratably from Tax Increment received by the City and resulting from the extension of ad valorem taxes levied by certain Taxing Bodies against the incremental taxable value of taxable property within the District pursuant to the Act, except that under certain conditions as described in the Resolution, the Bonds may be payable from replacement revenues, if any, provided in the event of the abolition or substantial elimination of property taxation in Montana.

The Bonds are not general obligations of the City and the City's general credit and taxing powers are not pledged to the payment of the Bonds or the interest thereon. The Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitations.

The Series 2022 Bonds with Stated Maturities in the years 2023 through 2027 are not subject to redemption prior to their Stated Maturities. The Series 2022 Bonds with Stated Maturities on or after July 1, 2028 are subject to redemption on July 1, 2027 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities

and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in $5,000 principal amounts selected by the Registrar by lot or other manner it deems fair), at a Redemption Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

The Series 2022 Bonds having Stated Maturities in 2037, 2042, and 2047 are subject to mandatory sinking fund redemption on July 1 in the respective years and the respective principal amounts set forth below in $5,000 principal amounts selected by the Registrar, by lot or other manner as directed by the City, at a Redemption Price equal to the principal amount thereof to be redeemed plus interest accrued to the Redemption Date:

| 2037 Term Bond | | 2042 Term Bond | | 2047 Term Bond | |
|---|---|---|---|---|---|
| July 1 | Sinking Fund Payment Amount | July 1 | Sinking Fund Payment Amount | July 1 | Sinking Fund Payment Amount |
| 2032 | $ 95,000 | 2038 | $125,000 | 2043 | $165,000 |
| 2033 | 95,000 | 2039 | 135,000 | 2044 | 175,000 |
| 2034 | 105,000 | 2040 | 140,000 | 2045 | 185,000 |
| 2035 | 110,000 | 2041 | 150,000 | 2046 | 195,000 |
| 2036 | 115,000 | 2042* | 155,000 | 2047* | 210,000 |
| 2037* | 120,000 | | | | |

*Stated Maturity.

If the Term Bonds having Stated Maturities in 2037, 2042 and 2047 are not previously purchased by the City in the open market or prepaid, $120,000, $155,000 and $210,000, respectively, in principal amount of such Term Bonds would remain to mature in 2037, 2042 and 2047, respectively. The principal amount of such Term Bonds required to be redeemed on the above Sinking Fund Payment Dates shall be reduced by the principal amount of such Term Bonds theretofore redeemed at the option of the City and as to which the City has not previously applied amounts to reduce the principal amount of such Term Bonds on a Sinking Fund Payment Date.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2022 Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or its attorney; and may also be surrendered in exchange for Series 2022 Bonds of other authorized denominations. Upon any such transfer or exchange, the City will cause a new Series 2022 Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of

receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

The Series 2022 Bonds have been designated by City as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Montana and ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Series 2022 Bond a valid and binding special, limited obligation of the City in accordance with its terms have been done, do exist, have happened and have been performed as so required; that this Series 2022 Bond has been issued by the City in connection with an urban renewal project (as defined in the Act); that the City, in and by the Resolution, has validly made and entered into covenants and agreements with and for the benefit of the Owners from time to time of all Bonds issued thereunder, including covenants that it will pledge, appropriate and credit the Tax Increment to the Tax Increment Debt Service Account of the City; that Additional Bonds may be issued and made payable from the Tax Increment Debt Service Account on a parity with the Series 2015 Bonds, the Series 2016 Bonds and the Series 2022 Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Tax Increment, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2015 Bonds, the Series 2016 Bonds and the Series 2022 Bonds on the Tax Increment; that all provisions for the security of the Owners of the Bonds as set forth in the Resolution will be punctually and faithfully performed as therein stipulated; and that the issuance of the Series 2022 Bonds does not cause the obligations of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Billings, Montana, by its City Council, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Finance Director and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Signature)
(Facsimile Seal) CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned herein.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Registrar, Transfer Agent, and
Paying Agent

By_____
Authorized Signature

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

| | | |
|---|---|---|
| TEN COM -- | as tenants in common | UTMA.....Custodian..... (Cust) (Minor) |
| TEN ENT -- | as tenants by the entireties | |
| | | under Uniform Gifts to |
| JT TEN -- | as joint tenants with right of survivorship and not as tenants in common | Minor Act..... (State) |

_____

abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

_____

_____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

SIGNATURE GUARANTEED

_____

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

EXHIBIT C

Form of Continuing Disclosure Undertaking

This CONTINUING DISCLOSURE UNDERTAKING is made by the CITY OF BILLINGS, MONTANA (the "City") in connection with the issuance and delivery by the City of its $3,000,000 Tax Increment Urban Renewal Revenue Bonds (South Billings Boulevard Urban Renewal District), Series 2022 (the "Series 2022 Bonds"), as of this 22nd day of November, 2022.

1. Purpose and Beneficiaries. The Series 2022 Bonds were issued by the City in a public offering pursuant to an Official Statement dated October 24, 2022 with respect to the Series 2022 Bonds (the "Official Statement"). To provide for the public availability of certain information relating to the Series 2022 Bonds and the security therefor and to permit participating underwriters in the primary offering of the Series 2022 Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the City hereby makes the following covenants and agrees, for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Series 2022 Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access system website ("EMMA"), as hereinafter described. The City is the only "obligated person" in respect of the Series 2022 Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

If the City fails to comply with this Continuing Disclosure Undertaking, any person or entity aggrieved thereby, including the Owners of the outstanding Series 2022 Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of this Continuing Disclosure Undertaking, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained in this Continuing Disclosure Undertaking, in no event shall a default under this Continuing Disclosure Undertaking constitute a default under the Series 2022 Bonds or under any other provision of Resolution No. 15-10452, adopted by the City Council of the City on May 11, 2015, as amended and supplemented by Resolution Nos. 16-10567 and [_____] adopted by the City Council of the City on June 27, 2016 and November 14, 2022, respectively (collectively, the "Resolution"). Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

As used in this Continuing Disclosure Undertaking, "Owner" means, in respect of a Series 2022 Bond, the registered owner or owners thereof appearing in the Bond Register or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used in this Continuing Disclosure Undertaking, "Beneficial Owner" means, in respect of a Series 2022 Bond, any person or entity that (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Series 2022 Bond (including persons or entities holding Series 2022 Bonds through nominees, depositories or other

intermediaries), or (ii) is treated as the owner of the Series 2022 Bond for federal income tax purposes.

2. Information To Be Disclosed. The City will provide, in the manner set forth in Section 3 hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(a) On or before 365 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2022, the following financial information and operating data in respect of the City (the "Disclosure Information"):

(i) audited financial statements of the City for the then most recent completed fiscal year or, if unavailable by the date specified, the City shall provide on or before such date unaudited financial statements as part of the Disclosure Information and, within 10 days after the receipt of thereof, the City shall provide the audited financial statements. The audited financial statements are to be prepared in accordance with generally accepted accounting principles or as otherwise provided under State law, as such principles may be changed from time to time as permitted by State law. If and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, the discrepancies will be noted; and

(ii) updated information for the City for the then most recent completed fiscal year compiled by the City and publicly available under applicable data privacy or other law to include:

(A) principal amount of Bonds outstanding of the District;

(B) information regarding the District similar to what is presented in the table in the Official Statement in the section "Value of Property and Tax Increment of the District" to include:

(1) Incremental Taxable Value;

(2) Actual Taxable Value;

(3) Real Property Tax Increment Collected; and

(4) Total Tax Increment Collected (including entitlement share revenue); and

(C) debt service coverage for the then most recent completed fiscal year.

The Disclosure Information will be provided as described in Section 3 and may be provided in a single document or multiple documents, and may be incorporated by specific reference to documents available to the public on the internet website of the MSRB or filed with

the Securities Exchange Commission (the "SEC"). Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public on EMMA. The City shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be material (as hereinafter defined), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Continuing Disclosure Undertaking is amended as permitted by Section 4(b) hereof, then the City shall include in the next Disclosure Information to be delivered pursuant to this Continuing Disclosure Undertaking, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(b) In a timely manner not in excess of ten (10) business days, the City will provide notice of the occurrence of any of the following events:

(A) principal and interest payment delinquencies;

(B) non-payment related defaults, if material;

(C) unscheduled draws on debt service reserves reflecting financial difficulties;

(D) unscheduled draws on credit enhancements reflecting financial difficulties;

(E) substitution of credit or liquidity providers, or their failure to perform;

(F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Series 2022 Bonds or other material events affecting the tax status of the Series 2022 Bonds;

(G) modifications to rights of holders of the Series 2022 Bonds, if material;

(H) bond calls, if material, and tender offers;

(I) defeasances;

(J) release, substitution or sale of property securing repayment of the Series 2022 Bonds, if material;

(K) rating changes;

(L) bankruptcy, insolvency, receivership, or similar event of the City;

(M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(N) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(O) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and

(P) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties.

As used herein, for those events that must be reported if material, an event is "material" if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Series 2022 Bond or, if not disclosed, would materially alter the total mix of information otherwise available to an investor from the Official Statement or information generally available to the public. Notwithstanding the foregoing sentence, an event is also "material" if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Series 2022 Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For purposes of paragraphs (O) and (P) above, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of either (i) or (ii). A "financial obligation" does not include municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

(c) In a timely manner, the City will provide notice of the occurrence of any of the following events or conditions:

(i) the failure of the City to provide the Disclosure Information described under Sections 2(a) and 2(b) hereof at the time specified thereunder;

(ii) the amendment or supplementing of this Continuing Disclosure Undertaking pursuant to Section 4(b) hereof, together with a copy of such amendment or supplement and any explanation provided by the City; and

(iii) any change in the fiscal year of the City.

3. Manner of Disclosure. The City agrees to make available the information described in Section 2 hereof to the MSRB through EMMA in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

4. Term; Amendments; Interpretation.

(a) This Continuing Disclosure Undertaking shall remain in effect until all Series 2022 Bonds have been paid or defeased under the Resolution.

(b) Notwithstanding paragraph (a) above, this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided under Section 2(c)(ii) hereof), or the consent of the Owners of any Series 2022 Bonds, by a resolution or ordinance of the City filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that such amendment or supplement (1) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (2) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule, assuming that such provisions apply to the 2022 Bonds. If this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) are so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(c) This Continuing Disclosure Undertaking is entered into as a continuing disclosure undertaking to provide continuing disclosure identical to that required by the continuing disclosure provisions of the Rule and should be construed so this Continuing Disclosure Undertaking would satisfy the requirements of paragraph (b)(5) of the Rule, assuming it was otherwise applicable to the Series 2022 Bonds.

5. Further Limitation of Liability of City. None of the agreements or obligations of the City contained in this Continuing Disclosure Undertaking shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions whatsoever or constitute a pledge of the general credit or taxing powers of the City.

CITY OF BILLINGS, MONTANA

By _____
City Administrator

By _____
City Finance Director

City Council Regular

| | |
|---|---|
| Date: | 11/14/2022 |
| Title: | City Zone Change 1018 - 2110, 2116, 2130 Bench Blvd.- NX1 to NX1 & CX Second Reading |
| Presented by: | Karen Husman |
| Department: | Planning & Community Services |
| Presentation: | No |
| Legal Review | Not Applicable |

## RECOMMENDATION

The Zoning Commission recommended approval and adoption of the findings of the 10 review criteria for Zone Change 1018. The City Council approved the zone change on first reading on October 24, 2022. A second reading is required to pass the zone change ordinance and is scheduled for this meeting.

## 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.

## 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

## 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.

The City Council held a public hearing and first reading on October 24, 2022, and received the Zoning Commission recommendation of approval and testimony from the applicant's agent, who concurred with the recommendation and findings. There was one member of the public speaking in opposition of the zone change. Dale Smith said the sheds are an encroachment into the residential area and the CX zone encroaching closer to Bench would be a detriment to the residential uses adjacent and across Bench Blvd. He said there is a perspective of a walkable community written into the code and the children within those subdivisions use Bench Blvd. to walk to and from school, and that increased traffic, specifically with semi-trucks would decrease safety for those kids. He indicated that the Shed company have not been following the zoning restrictions and felt they would continue to be disrespectful of the residential uses in the vicinity. He was concerned with the company continuing to use Bench Blvd. to access the commercial lot when they should be accessing it from Main Street. Council members asked staff if there would be a buffer between the residential zone and the commercial zone. Staff explained they would not be required to put in a landscape buffer or fence unless there were an expansion of the commercial business that qualified as a trigger point to require these improvements.

A motion was made by Council member Joy to approve the first reading of Zone Change 1018. The motion was seconded by Council member Boyett. First reading was approved with a 10-1 voice vote.

## ALTERNATIVES

The City Council may:

- Recommend Approval of the Zone Change on 2nd reading and adopt the findings of the 10 review criteria for Zone Change 1018; or,
- Recommend Denial of the Zone Change on 2nd reading and adopt different findings of the 10 review criteria for Zone Change 1018; 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.

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**Attachments**

Zoning Map & Site Photos
Application & Applicant Letter
Neighborhood Meeting Information
History
Ordinance

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

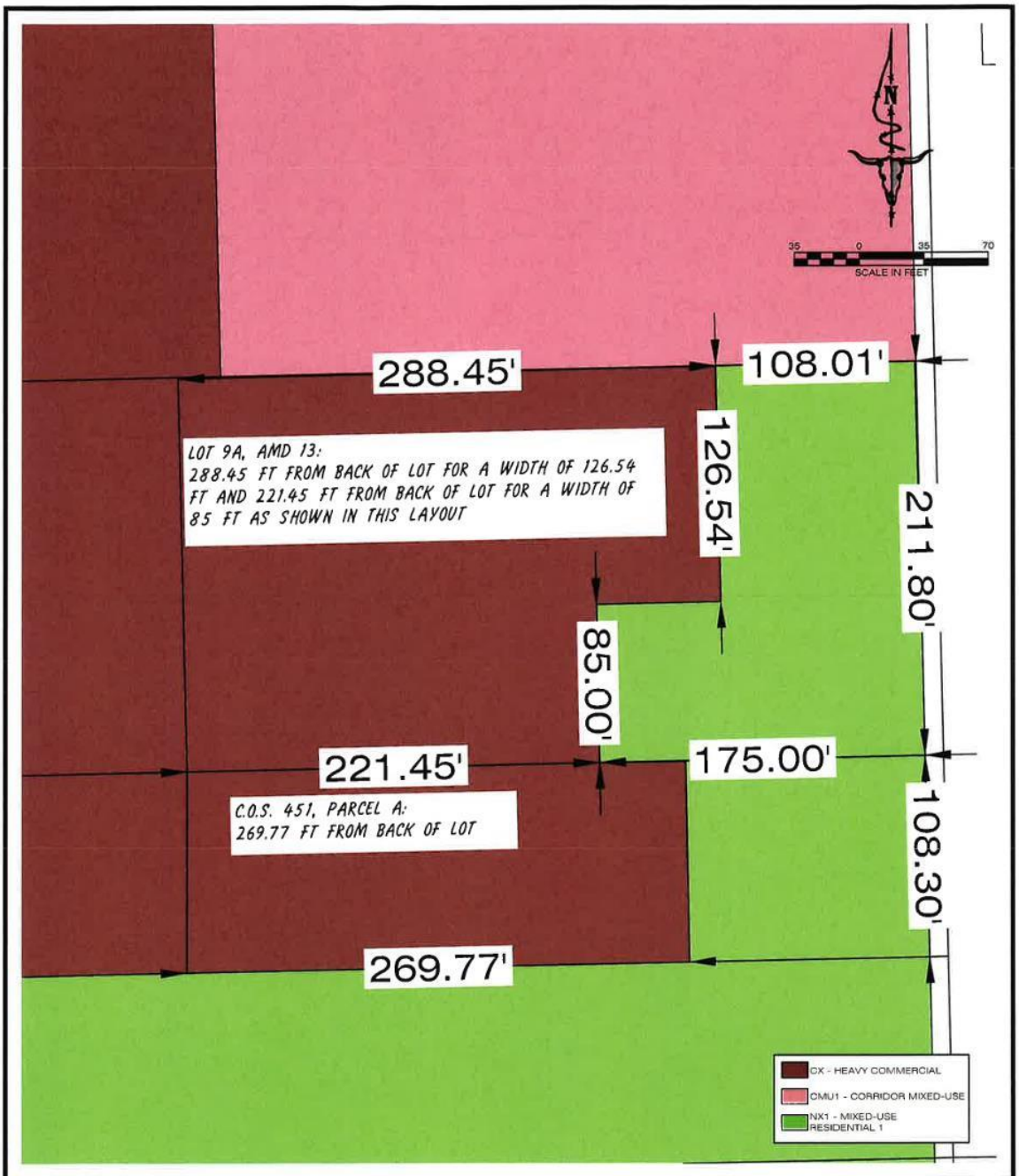
Date: 8/10/2022 Time: 5:30 PM

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 |
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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\EXHIBITCONCEPT\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

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| USPS® Tracking Number Firm-specific Identifier | Address (Name, Street, City, State, and ZIP Code™) | Postage | Fee | Special Handling | Parcel Airlift |
|---|---|---|---|---|---|
| 1 | BROADSWORD GROUP INC<br>1530 OKLAHOMA STAR TRL W<br>BILLINGS MT<br>59105-5501 | | | | |
| | MICHAEL & LEA HAALAND FAMILY TRUST<br>1852 THREE BARS TRL<br>BILLINGS MT<br>59105-5539 | | | | |
| | HATVELDT, ART<br>2104 BENCH BLVD<br>BILLINGS MT<br>59105-4128 | | | | |
| | DOLAN, LEONARD W & MARIA G<br>815 MOSSMAN DR<br>BILLINGS MT<br>59105-4141 | | | | |
| | ANGEL, DARRICK M & AMY M<br>4092 US HIGHWAY 87 S<br>ROUNDUP MT<br>59072-6616 | | | | |



See Reverse for Instructions

UNITED STATES POSTAL SERVICE®

# Certificate of Mailing — Firm

Name and Address of Sender

IMEG
175 N 27th Street, Suite 1312
Billings, MT 59101

| TOTAL NO. of Pieces Listed by Sender | TOTAL NO. of Pieces Received at Post Office™ |
|---|---|
| 5 | 21 |

Postmaster, per (name of receiving employee)

C Spieler

Affix Stamp Here
*Postmark with Date of Receipt.*

| USPS® Tracking Number | Address (Name, Street, City, State, and ZIP Code™) | Postage | Fee | Special Handling | Parcel Airlift |
|---|---|---|---|---|---|
| ARMER, LORNE D & DARIAN L<br>2744 DOSS LN<br>BILLINGS MT<br>59105-6014 | | | | | |
| DEINES REVOCABLE FAMILY TRUST<br>814 KALE DR<br>BILLINGS MT<br>59105-4158 | | | | | |
| KAUFMAN, AUSTIN L<br>2111 MAIN ST<br>BILLINGS MT<br>59105-4027 | | | | | |
| OLD HICKORY SHED LLC<br>PO BOX 331973<br>MURFREESBORO TN<br>37133-1973 | | | | | |
| LANE, RUTH I &<br>2104 BENCH BLVD<br>BILLINGS MT<br>59105-4128 | | | | | |



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## Certificate of Mailing — Firm

| Name and Address of Sender | TOTAL NO. of Pieces Listed by Sender | TOTAL NO. of Pieces Received at Post Office™ | Affix Stamp Here<br>*Postmark with Date of Receipt.* |
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| IMEG<br>175 N 27th Street, Suite 1312<br>Billings, MT 59101 | 5 | 21 | |
| | Postmaster, per *(name of receiving employee)*<br>CSpieler | | |

| USPS® Tracking Number | Address (Name, Street, City, State, and ZIP Code™) | Postage | Fee | Special Handling | Parcel Airlift |
|---|---|---|---|---|---|
| | SMITH, DALE G & FELICIA M<br>2145 BENCH BLVD<br>BILLINGS MT<br>59105-4191 | | | | |
| | SATROM, BRYCE O<br>814 MOSSMAN DR<br>BILLINGS MT<br>59105-4142 | | | | |
| | JOHNSON, JAMES R & KRISTY L<br>802 KALE DR<br>BILLINGS MT<br>59105-4158 | | | | |
| | WOODARD, AMBER M & JUDITH DAHL<br>807 BETSY DR<br>BILLINGS MT<br>59105-4122 | | | | |
| | KAUFMAN, LARRY K & JANICE EGAN<br>1817 DOVER RD<br>BILLINGS MT<br>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 | |
| | | | | | |

**ORDINANCE 22-_____**

**AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON LOT 9A OF AMENDED HOLLING RANCH SUB AND PARCEL A (LESS 815 SF FOR BENCH ROW) OF C/S 451,**

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

***Section 1.*** **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

***Section 2.*** **DESCRIPTION.** **Lot 9A of Amended Holling Ranch Sub and Parcel A (less 815 sf for Bench ROW) of C/S 451**, is presently zoned **Mixed Residential 1 (NX1 – 1 to 4 unit buildings)** and is shown on the official zoning map within this zone.

***Section 3.*** **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **Lot 9A of Amended Holling Ranch Sub and Parcel A (less 815 sf for Bench ROW) of C/S 451,** is hereby changed from **Mixed Residential 1 (NX1 – 1 to 4 unit buildings) to**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining **NX1 and Heavy Commercial (CX))** as set out in the Billings, Montana City Code.

***Section 4.*** **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

***Section 5.*** **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

***Section 6*****.** **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 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 1018, 2110/2116/2130 Bench Blvd.

Consent

## City Council Regular

| | |
|---|---|
| **Date:** | 11/14/2022 |
| **Title:** | Zone Change 1020 - Michelotti Sawyers & Nordquist - Avenue D - RR3 to NX1 & NX3 -2nd reading |
| **Presented by:** | Nicole Cromwell |
| **Department:** | Planning & Community Services |
| **Presentation:** | No |

### RECOMMENDATION

The Zoning Commission recommended approval and adoption of the findings of the 10 review criteria for Zone Change 1020. The City Council approved the zone change on first reading on October 24, 2022. A second reading is required to pass the zone change ordinance.

### 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 the 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.

The City Council conducted a public hearing on October 24, 2022. The Council received the Zoning Commission recommendation and testimony from the applicant's agent, John Halverson with Sanderson Stewart and from Brad Brown of Steward Land Company, the prospective buyer. Lewis Schoenburger of 1724 Norwood Lane testified in

opposition to the proposed zoning. He stated his opposition was based on the higher density that would result in more traffic in the neighborhood and would create a burden on city services.

Council members Boyett, Rupsis, Purinton and Neese all had questions regarding the change of zoning from the N2 to the west in the existing neighborhood to the NX1 and NX3 proposed zoning. The primary concern was the height of adjacent structures in the NX districts compared to the N2 and N3 districts. Staff explained that changing zoning along rear property lines or along alleys is preferred when changing from one use to substantially different use. Staff explained that all N or NX districts provide for the same use - housing for people. The N districts (N1-3) as well as the NX1 districts have building compatibility as they have similar building heights, setbacks and other building requirements. Staff pointed out the NX2/NX3 districts have requirements for additional setbacks when adjacent to N zones as well as different landscape buffering requirements. Staff also clarified the N2 and NX1 district share the same maximum height restriction. Staff acknowledge that additional transition step-backs may be necessary where an NX3 zone shares a property line with an N zone. The NX3 zone allows 4-story building heights, while N zones typically allow only 1-3 stories. The current code requirement for additional setbacks between NX2/NX3 zones and N zones is 20 feet from the rear property line and 15 feet from the side property line. Additional setbacks are not required between NX zone districts or between the NX1 zone and the N zones. CM Rupsis stated he supports the 200-foot width of the NX1 on the west third of the property that abuts the existing neighborhood. CM Joy stated she supported the zone change because recent experience shows that large-lot single-family dwellings consume a lot of family and community resources. She stated housing choices and variety are important. CM Choriki stated it is imperative to bring more housing options to Billings. He stated he understands the need for good transitions between properties but density matters. Mayor Cole stated he wanted to alert the citizens who are living next to open fields or farm ground that these areas are not preserved open space. He stated these lands will be developed so residents expectations should match the development potential.

The City Council approved the zone change on first reading on a 10-1 vote. CM Neese voted in opposition.

## ALTERNATIVES

The City Council may:

- Approve the zone change on 2nd reading and adopt the findings of the ten review criteria for Zone Change 1020; or,
- Deny the zone change on 2nd reading 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 the City Council shall consider the following recommended findings of the ten review criteria:

1) Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy and the West Billings Neighborhood Plan (2001):

The **West Billings Neighborhood Plan** goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The West Billings Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed 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.

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**Attachments**

Zoning Map and Site Photos
Application Letter and Preapplication notes

Chart of Zoning History
Zone Change 1020 Ordinance

City Zone Change 1020 – Michelotti, Sawyers & Nordquist – C/S 2974 Tarct 2B
Zoning Map and Site Photos

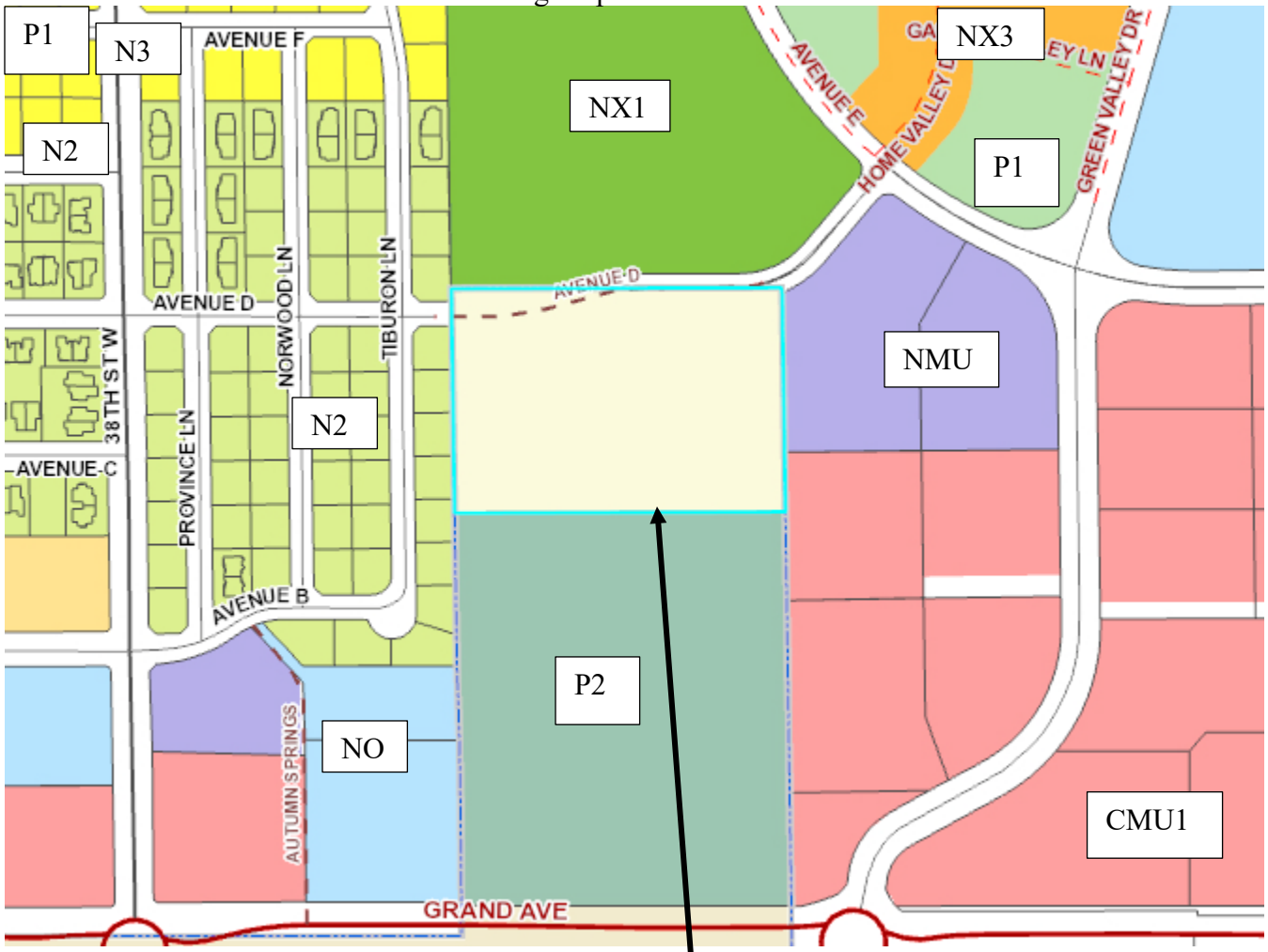


EXHIBIT A

LAND USE AND ANNEXATION DETAILS

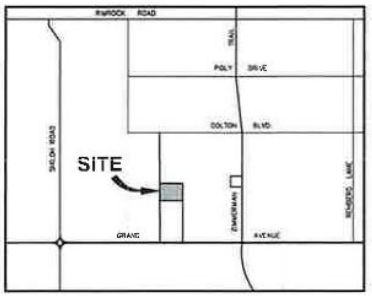
# TRACT 2B, CERTIFICATE OF SURVEY No. 2974 AM.

PREPARED FOR : STEWARD LAND COMPANY

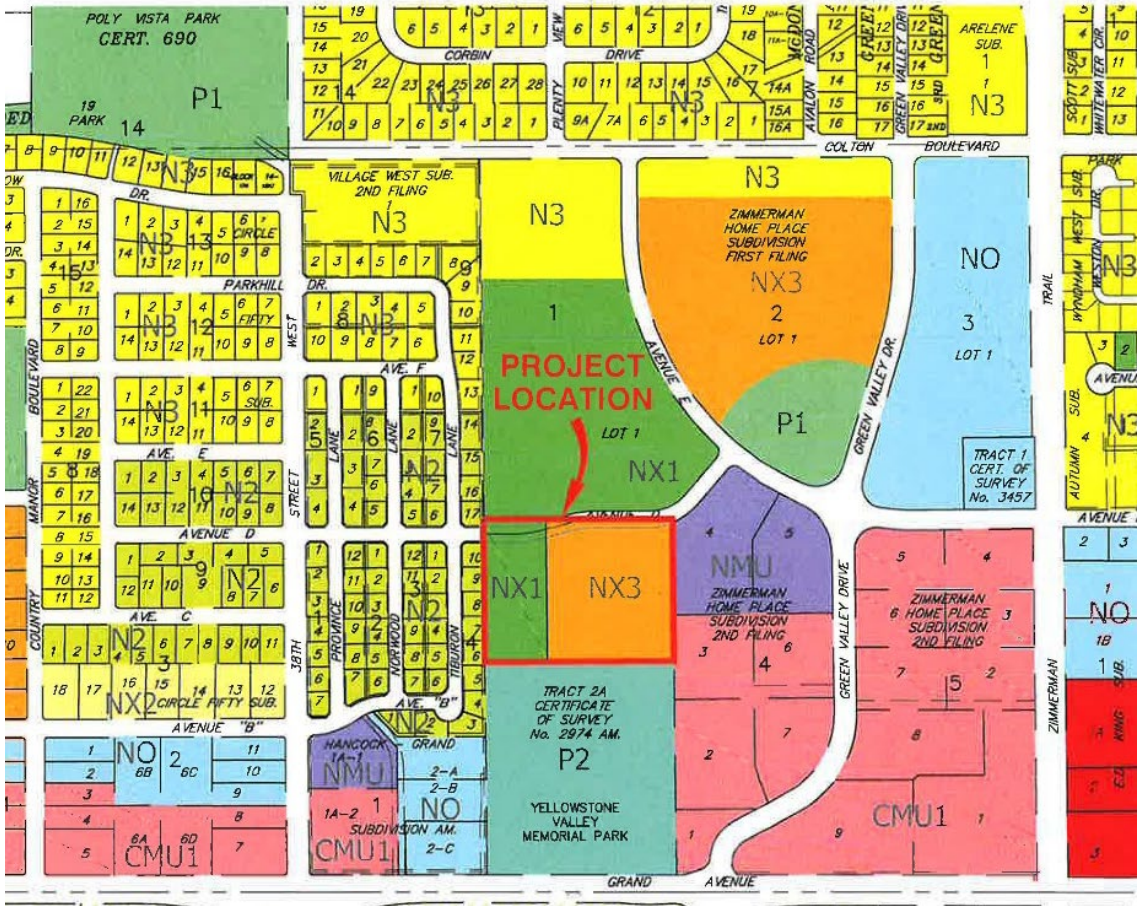
PREPARED BY : SANDERSON STEWART

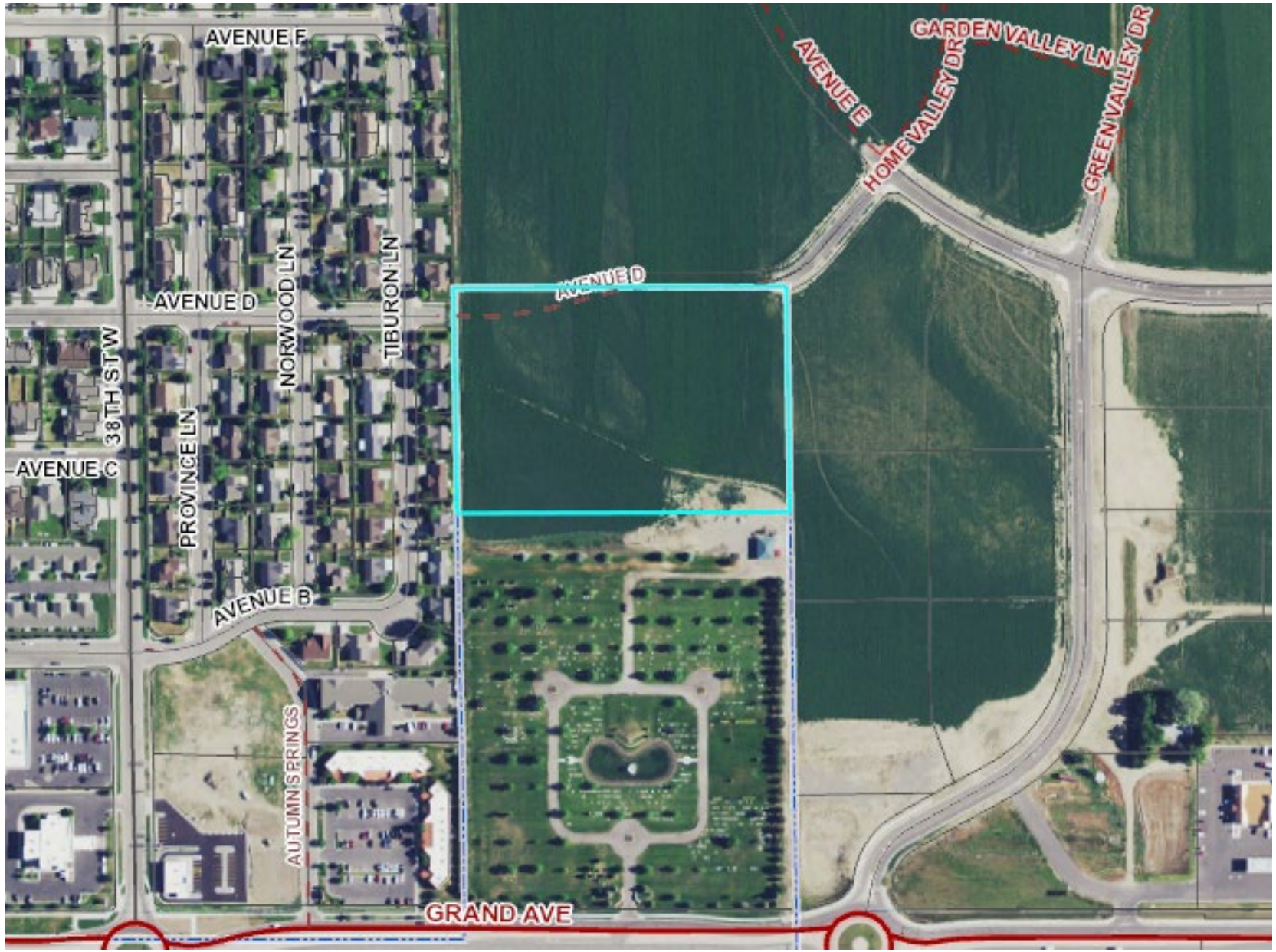
BILLINGS, MONTANA MARCH 17, 2022

LAND USE SUMMARY
NX1 = 2.5172 ACRES = 36%
NX3 = 4.4825 ACRES = 64%




VICINITY MAP




AVENUE F
AVENUE E
CARDEN VALLEY LN
HOME VALLEY DR
GREEN VALLEY DR
AVENUE D
AVENUE D
NORWOOD LN
TIBURON LN
38TH ST W
PROVINCE LN
AVENUE C
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

DocuSign Envelope ID: 7D4544BD-26EA-4DAE-891C-6D8A5D1D6722

EXHIBIT A

LAND USE AND ANNEXATION DETAILS

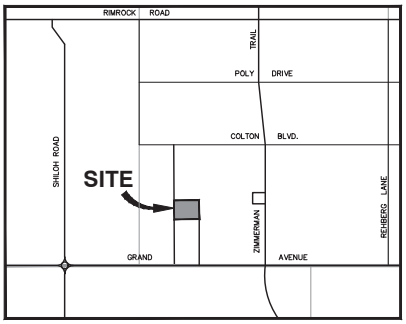
# TRACT 2B, CERTIFICATE OF SURVEY No. 2974 AM.

PREPARED FOR : STEWARD LAND COMPANY

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA MARCH 17, 2022

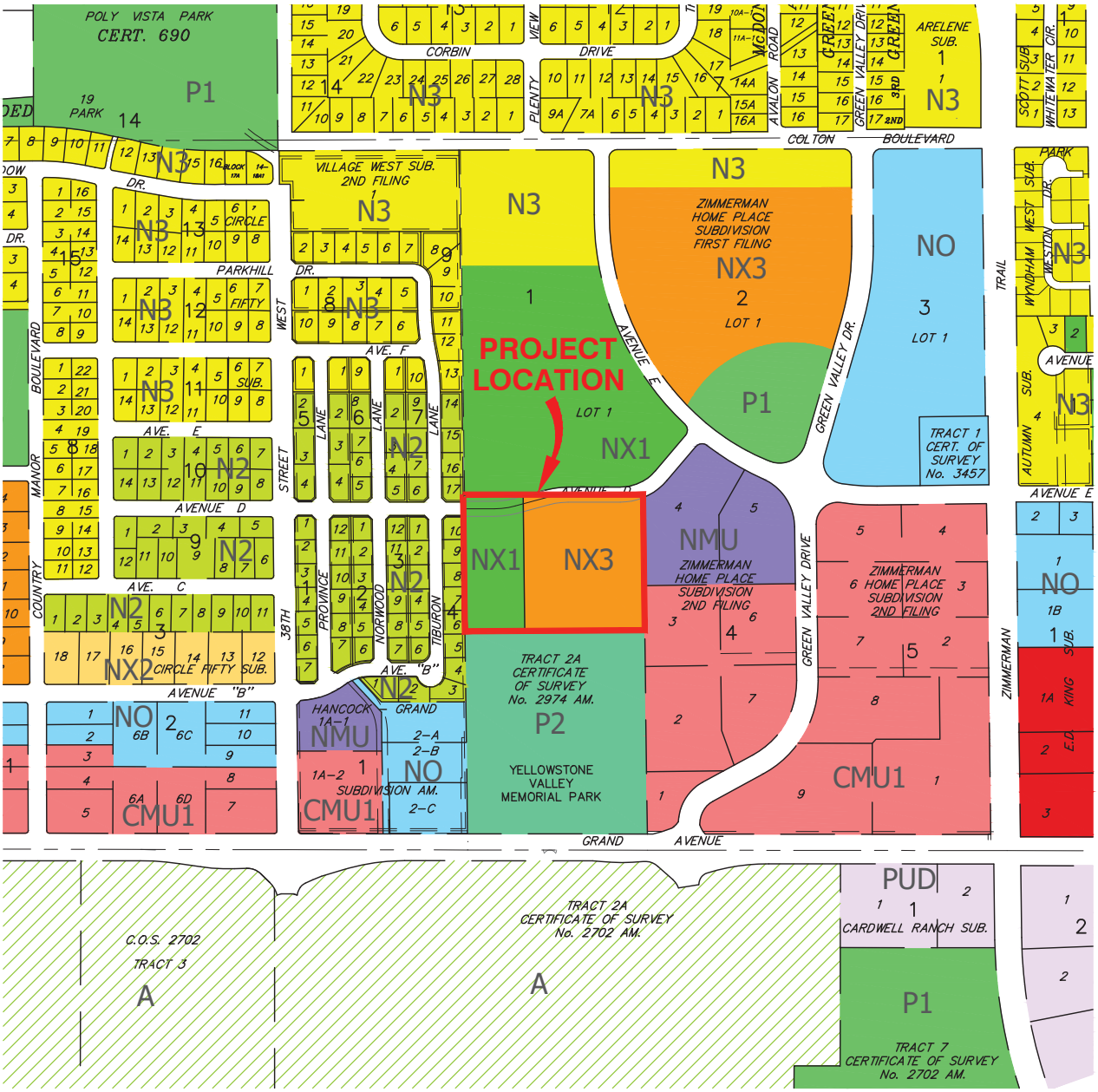
LAND USE SUMMARY
NX1 = 2.5172 ACRES = 36%
NX3 = 4.4825 ACRES = 64%




VICINITY MAP




SCALE:1" = 400




22065_LAND USE EXHIBIT.DWG 22065 3/17/21 BG

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DocuSign Envelope ID: 7D4544BD-26EA-4DAE-891C-6D8A5D1D6722

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 Silvercoach | 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) on the western 222.26 feet of C/S 2974 Parcel 2B Amended and Mixed Residential 3 (NX3) on the eastern 445.16 feet of C/S 2974 Parcel 2B Amended** 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

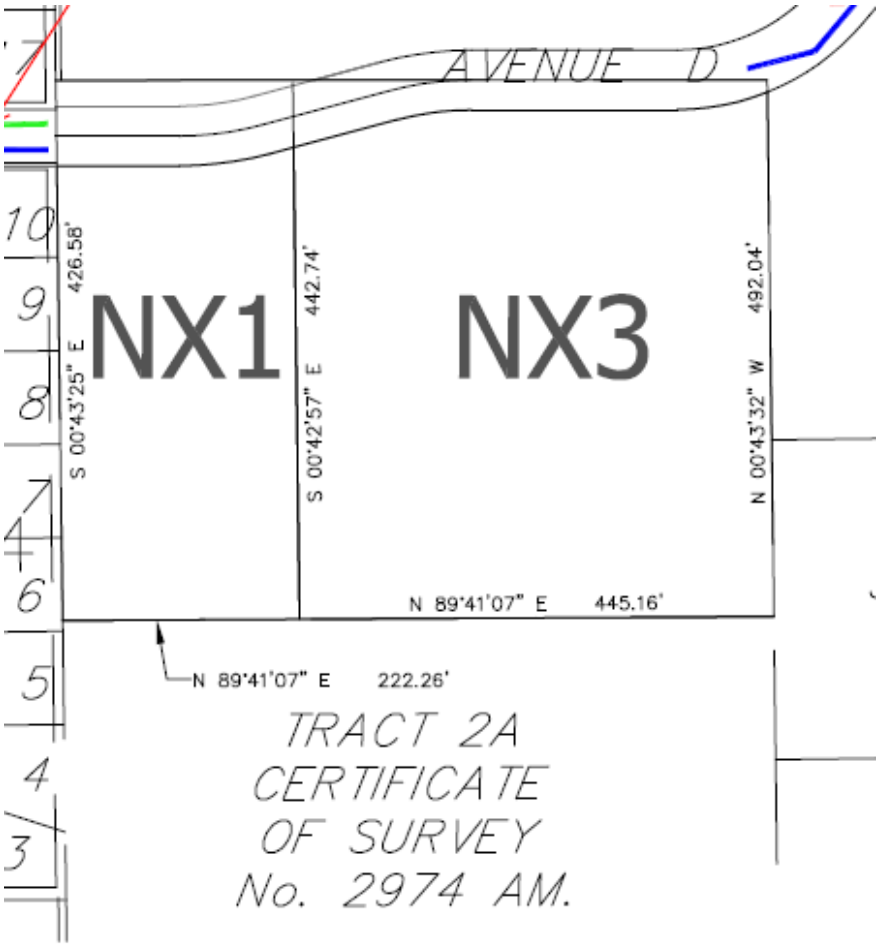
Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1020 – C/S 2974 Parcel 2B

**EXHIBIT – ZONE CHANGE 1020**



City Council Regular

| | |
|---|---|
| **Date:** | 11/14/2022 |
| **Title:** | Ward Boundary Expansion Ordinance Second Reading - Annexation 22-07 |
| **Presented by:** | Monica Plecker |
| **Department:** | Planning & Community Services |
| **Presentation:** | No |
| **Legal Review** | Not Applicable |

## RECOMMENDATION

Staff recommends the City Council approve this ordinance on second reading, adding recently annexed property to Ward IV. Council conducted a public hearing and approved this ordinance on first reading on October 24.

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

Sanderson Stewart on behalf of Steve 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 was held October 24, 2022 and approved by the Council. The second reading will occur at this meeting.

## 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:

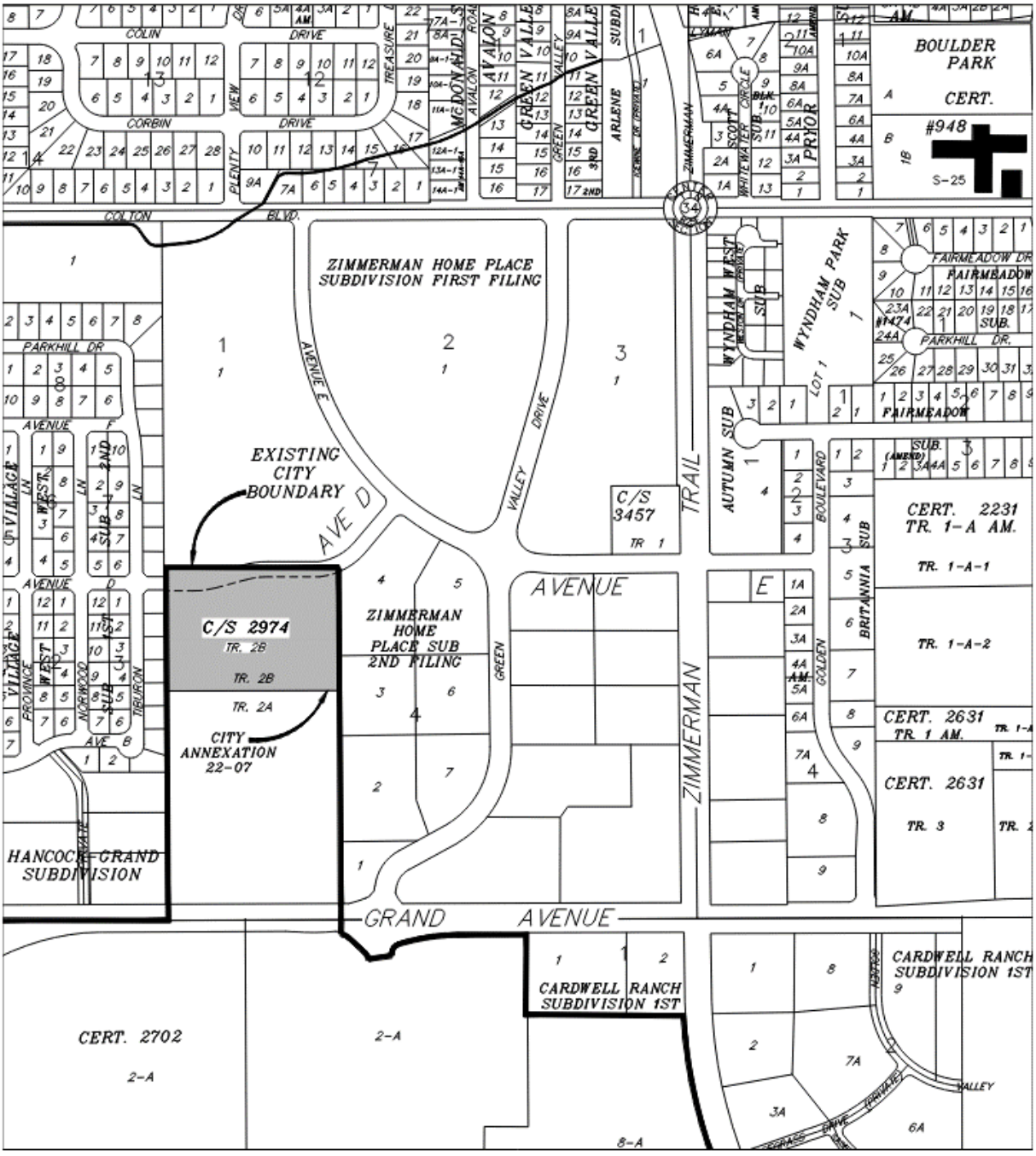
_____
William A. Cole, MAYOR

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. 2A
CITY ANNEXATION 22-07
ZIMMERMAN HOME PLACE SUB 2ND FILING
C/S 3457
TR 1
AVENUE E
VALLEY DRIVE
AVE D
ZIMMERMAN TRAIL
AVENUE
GRAND AVENUE
HANCOCK-GRAND SUBDIVISION
CARDWELL RANCH SUBDIVISION 1ST
CERT. 2702
2-A
8-A
CERT. 2231 TR. 1-A AM.
TR. 1-A-1
TR. 1-A-2
CERT. 2631 TR. 1 AM.
CERT. 2631 TR. 3
BOULDER PARK CERT. #948
S-25
WYNDHAM WEST SUB
WYNDHAM PARK SUB
FAIRMEADOW SUB.
AUTUMN SUB
BRITANNIA SUB
COLTON BLVD.
PARKHILL DR.
COLIN DRIVE
CORBIN DRIVE
GREEN VALLEY SUBD
ARLENE
PRIOR
SCOTT CIRCLE
WHITEWATER SUB
GOLDEN BOULEVARD
CARDWELL RANCH SUBDIVISION 1ST

City Council Regular

| | |
|---|---|
| **Date:** | 11/14/2022 |
| **Title:** | Payment of Claims for week of October 3, 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 $3,439,532.93 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 10032022

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | 855836 | Advanced Eng & Enviro | Storm Sewer | $ 5,766.10 | Babcock Boulevard Drainage Area Improvements; Payment 11 |
| 10/03/2022 | 855836 | Advanced Eng & Enviro | Water | $ 11,760.16 | Pretreatment coagulant chemical optimization; Payment 1 |
| 10/03/2022 | 855837 | Air Controls-Billings | General | $ 3,218.67 | look for & repair condenser swap, bad compressor |
| 10/03/2022 | 855841 | Altitude Signal | Street/Traffic | $ 4,032.00 | smartmount media converter set/cable for upgrade |
| 10/03/2022 | 855845 | Archie Cochrane | Fleet | $ 312.30 | 5428723 PO NUM 314949 |
| 10/03/2022 | 855845 | Archie Cochrane | Fleet | $ 74.62 | 5432735 PO NUM 315066 |
| 10/03/2022 | 855845 | Archie Cochrane | Fleet | $ 264.24 | 5433521 PO NUM 315106 |
| 10/03/2022 | 855845 | Archie Cochrane | Fleet | $ 128.40 | 5433627 PO NUM 315106 |
| 10/03/2022 | 855845 | Archie Cochrane | Fleet | $ 68.74 | 5433795 PO NUM 315106 |
| 10/03/2022 | 855845 | Archie Cochrane | General | $ 30.13 | 5428774 |
| 10/03/2022 | 855845 | Archie Cochrane | General | $ 37.50 | 5431113 |
| 10/03/2022 | 855845 | Archie Cochrane | Library | $ 191.44 | 5426300 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 59.23 | 5427546 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 740.05 | 5427665 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 74.85 | 5427675 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 34.95 | 5427725 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 201.06 | 5427754 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ (193.33) | 5427910 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 97.06 | 5428267 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 29.45 | 5428305 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 196.46 | 5428309 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ (300.00) | 5428323 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 85.64 | 5428546 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 18.63 | 5428703 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 91.04 | 5428744 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 52.28 | 5428800 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 105.86 | 5428803 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 24.84 | 5428946 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 24.72 | 5429644 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 34.93 | 5429766 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 390.00 | 5429841 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 363.75 | 5429842 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 57.50 | 5429843 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 185.15 | 5430014 |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 52.44 | 5430088 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 93.17 | 5430352 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 37.72 | 5430440 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 15.14 | 5430870 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 196.28 | 5430872 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 117.41 | 5430931 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 37.72 | 5431292 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 132.25 | 5431293 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 209.30 | 5431294 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 43.04 | 5431342 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 15.14 | 5431447 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 220.94 | 5431482 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 196.28 | 5431494 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 25.50 | 5431974 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 273.94 | 5432316 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 157.09 | 5432530 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 70.00 | 5432546 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 388.59 | 5432879 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 363.75 | 5433626 |
| 10/03/2022 | 855845 | Archie Cochrane | Public Safety | $ 278.79 | 5433628 |
| 10/03/2022 | 855845 | Archie Cochrane | Street/Traffic | $ (500.00) | 5426913 |
| 10/03/2022 | 855845 | Archie Cochrane | Street/Traffic | $ 500.00 | 5428528 |
| 10/03/2022 | 855845 | Archie Cochrane | Street/Traffic | $ 17.05 | cap for fuel tank assy on unit 1168 |
| 10/03/2022 | 855845 | Archie Cochrane | Transit | $ (43.90) | Air Filters |
| 10/03/2022 | 855845 | Archie Cochrane | Transit | $ 43.90 | Air Filters. |
| 10/03/2022 | 855845 | Archie Cochrane | Transit | $ 30.28 | Air Filter. |
| 10/03/2022 | 855845 | Archie Cochrane | Transit | $ 24.20 | Brake Caliper Hardware. |
| 10/03/2022 | 855845 | Archie Cochrane | Transit | $ (4,401.83) | Credit for DEF Filters & Sensors |
| 10/03/2022 | 855845 | Archie Cochrane | Transit | $ 21.25 | Axle Gaskets. |
| 10/03/2022 | 855845 | Archie Cochrane | Transit | $ 48.40 | Brake Caliper Hardware. |
| 10/03/2022 | 855845 | Archie Cochrane | Water | $ 45.98 | 5428510 |
| 10/03/2022 | 855845 | Archie Cochrane | Water | $ 673.43 | 5430775 |
| 10/03/2022 | 855846 | Askin Const | Gas Tax | $ 22,439.59 | SID 1411 Park Lane Paving; Payment 4 |
| 10/03/2022 | 855846 | Askin Const | Gas Tax | $ 79,780.92 | WO 21-11Highwood Dr Reconstruction; Payment 5 |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | 855846 | Askin Const | Sidewalk Const | $ 27,916.98 | WO 21-11Highwood Dr Reconstruction; Payment 5 |
| 10/03/2022 | 855846 | Askin Const | SID Const | $ 8,359.32 | SID 1411 Park Lane Paving; Payment 4 |
| 10/03/2022 | 855852 | Business Tax Section | Airport | $ 1,572.00 | Water Tower/Reservoir Painting |
| 10/03/2022 | 855852 | Business Tax Section | Airport | $ 1,643.67 | West Taxilane Extension - Eligible for Reimbursement |
| 10/03/2022 | 855852 | Business Tax Section | Airport | $ 182.63 | West Taxilane Extension - Ineligible Costs |
| 10/03/2022 | 855852 | Business Tax Section | Airport | $ 1,571.20 | West Utilities & Road Improvement - Amendment #27 |
| 10/03/2022 | 855852 | Business Tax Section | Arterial St | $ 10.00 | WO 21-16 Rimrock to Virginia Traffic Improvements |
| 10/03/2022 | 855852 | Business Tax Section | Arterial St | $ 3,650.48 | WO 22-03 Contract No. 1 City Overlay; payment 3 |
| 10/03/2022 | 855852 | Business Tax Section | Arterial St | $ 1,292.02 | WO 22-29 24th St West Signal Conduit Upgrade; Payment 2 |
| 10/03/2022 | 855852 | Business Tax Section | Facilities | $ 50.50 | Maintenance and Repair at the Stillwater Building |
| 10/03/2022 | 855852 | Business Tax Section | Facilities | $ 52.53 | Non-destructive thermography test & report- electrical bus duct system |
| 10/03/2022 | 855852 | Business Tax Section | Gas Tax | $ 226.65 | SID 1411 Park Lane Paving; Payment 4 |
| 10/03/2022 | 855852 | Business Tax Section | Gas Tax | $ 805.87 | WO 21-11Highwood Dr Reconstruction; Payment 5 |
| 10/03/2022 | 855852 | Business Tax Section | Gas Tax | $ 1,196.62 | WO 22-03 Chip Seal  Contract 2; Payment 5 |
| 10/03/2022 | 855852 | Business Tax Section | Gas Tax | $ 156.57 | WO 22-03 Contract No. 1 City Overlay; payment 3 |
| 10/03/2022 | 855852 | Business Tax Section | Gas Tax | $ 420.66 | WO 22-24 Park PL Retaining Wall; Payment 2 |
| 10/03/2022 | 855852 | Business Tax Section | Public Safety | $ 19.91 | 01041 FIRE 1/FLOORING, HALL, BUSINESS TAX |
| 10/03/2022 | 855852 | Business Tax Section | Public Safety | $ 51.45 | Fischer Commercial Flooring-replaced carpet w/vinyl floor |
| 10/03/2022 | 855852 | Business Tax Section | Public Safety | $ 228.78 | FIRE 7-above ground storage tank |
| 10/03/2022 | 855852 | Business Tax Section | Sidewalk Const | $ 281.98 | WO 21-11Highwood Dr Reconstruction; Payment 5 |
| 10/03/2022 | 855852 | Business Tax Section | Tax Incrmnt S | $ 5,447.50 | WO 21-42 SBURA Gravel Streets, Phase I: Payment 5 |
| 10/03/2022 | 855852 | Business Tax Section | Wastewater | $ 140.35 | Retainage Release |
| 10/03/2022 | 855852 | Business Tax Section | Wastewater | $ 2,202.27 | WO 19-21: WRF Influent Lift Station; Payment 7 |
| 10/03/2022 | 855852 | Business Tax Section | Wastewater | $ 8,912.06 | WO 22-01 Water and Sewer Main Replacement; Payment 3 |
| 10/03/2022 | 855852 | Business Tax Section | Wastewater | $ 4,413.54 | WO 22-10 Alkali Cr Water & Sewer Extension; Payment 5 |
| 10/03/2022 | 855852 | Business Tax Section | Wastewater | $ 3,344.27 | WO 22-17 Primary Digester Cleaning;Payment 2 Final |
| 10/03/2022 | 855852 | Business Tax Section | Wastewater | $ 130.00 | WO 22-18 WRF Digester Gas Valve Install Phase 2; Payment 3 Final |
| 10/03/2022 | 855852 | Business Tax Section | Wastewater | $ 30.00 | WO 22-36 WRF Bioreactor Flowmeter; Payment 3 Final |
| 10/03/2022 | 855852 | Business Tax Section | Water | $ 1,964.91 | 2021 Water Replacement Project;  Payment 7 |
| 10/03/2022 | 855852 | Business Tax Section | Water | $ 143.00 | WATER SERVICE REPAIRS 05/27/22 #1;Payment 1 Final |
| 10/03/2022 | 855852 | Business Tax Section | Water | $ 3,671.65 | WO 22-01 Water and Sewer Main Replacement; payment 3 |
| 10/03/2022 | 855852 | Business Tax Section | Water | $ 1,808.93 | WO 22-10 Alkali Cr Water & Sewer Extension; Payment 5 |
| 10/03/2022 | 855852 | Business Tax Section | SID Const | $ 84.44 | SID 1411 Park Lane Paving; Payment 4 |
| 10/03/2022 | 855853 | C BAR J Mechanical | Water | $ 14,157.00 | WATER SERVICE REPAIRS 05/27/22 #1; Payment 1 Final |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | 855855 | Century Link | Airport | $ 51.03 | Airport Terminal Power M |
| 10/03/2022 | 855855 | Century Link | Airport | $ 45.66 | Airport Alarm |
| 10/03/2022 | 855855 | Century Link | Airport | $ 53.54 | Airport 1FB Line |
| 10/03/2022 | 855855 | Century Link | Airport | $ 83.36 | Airport |
| 10/03/2022 | 855855 | Century Link | Airport | $ 53.54 | Airport P9 Building |
| 10/03/2022 | 855855 | Century Link | Airport | $ 69.29 | Airport |
| 10/03/2022 | 855855 | Century Link | Airport | $ 38.31 | QTA Phone |
| 10/03/2022 | 855855 | Century Link | Engineering | $ 139.83 | Measured Lines Depot 60/40 |
| 10/03/2022 | 855855 | Century Link | EOC 911 | $ 311.26 | 9-1-1 Center Landfill #2 |
| 10/03/2022 | 855855 | Century Link | EOC 911 | $ 311.26 | 9-1-1 Center Fox Reservoir #2 |
| 10/03/2022 | 855855 | Century Link | EOC 911 | $ 5,367.14 | 9-1-1 Center |
| 10/03/2022 | 855855 | Century Link | Fleet | $ 51.54 | Motor Pool |
| 10/03/2022 | 855855 | Century Link | General | $ 41.68 | Cemetery FAX Line |
| 10/03/2022 | 855855 | Century Link | General | $ 62.95 | Stewart Park Batting Cages |
| 10/03/2022 | 855855 | Century Link | General | $ 58.61 | monthly charges on account 333180294 |
| 10/03/2022 | 855855 | Century Link | IT Resources | $ 51.01 | Kenco Security Alarm IT Alarm |
| 10/03/2022 | 855855 | Century Link | Library | $ 189.94 | Library 6 lines |
| 10/03/2022 | 855855 | Century Link | P.W. Admin | $ 93.22 | Measured Lines Depot 60/40 |
| 10/03/2022 | 855855 | Century Link | Park Dist 1 | $ 69.29 | Parks |
| 10/03/2022 | 855855 | Century Link | Park Dist 1 | $ 51.03 | Parks 3890 Stillwater |
| 10/03/2022 | 855855 | Century Link | Parking | $ 41.68 | Park 2 Elevator Phone |
| 10/03/2022 | 855855 | Century Link | Parking | $ 51.03 | Park 1 Elevator Phone |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 126.62 | Library 6 lines |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 126.31 | PRPL 7 Senior Center -Fax |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 104.96 | Airport Measured Lines |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 115.64 | Met Measured Lines |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 112.44 | BOC Measured Lines |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 163.47 | PUD Measured Lines |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 2,595.97 | Main System Centrex |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 52.48 | MET Fax & Kenco Fax |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 48.73 | Animal Control Fax |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 153.09 | BOC Alarms |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 51.03 | Fire Alarm |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 51.03 | Four Dances |

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|---|---|---|---|---|---|
| 10/03/2022 | 855855 | Century Link | Phone System | $ 53.01 | Miller Building |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 51.03 | Pioneer Park |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 51.03 | South Park |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 52.48 | Streets Fax |
| 10/03/2022 | 855855 | Century Link | Phone System | $ 157.44 | WWTP Conference Room |
| 10/03/2022 | 855855 | Century Link | Planning | $ 51.03 | Planning Traffic Central Broadwater |
| 10/03/2022 | 855855 | Century Link | Planning | $ 51.03 | Planning Traffic Central 9th |
| 10/03/2022 | 855855 | Century Link | Public Safety | $ 52.48 | Fire Elevator |
| 10/03/2022 | 855855 | Century Link | Public Safety | $ 51.03 | Crime Prevention Alarm |
| 10/03/2022 | 855855 | Century Link | Public Safety | $ 119.32 | Fire |
| 10/03/2022 | 855855 | Century Link | Public Safety | $ 118.28 | Fire RR Crossing Alarm |
| 10/03/2022 | 855855 | Century Link | Public Safety | $ 61.41 | Fire 5 911 Line |
| 10/03/2022 | 855855 | Century Link | Public Safety | $ 41.68 | Fire Maintenance Shop |
| 10/03/2022 | 855855 | Century Link | Radio | $ 311.26 | Fire Airport Radio Tower WCK |
| 10/03/2022 | 855855 | Century Link | Radio | $ 311.26 | Fire Airport Radio Tower Jellison |
| 10/03/2022 | 855855 | Century Link | Solid Waste | $ 97.47 | Solid Waste Landfill |
| 10/03/2022 | 855855 | Century Link | Solid Waste | $ 194.09 | SW Landfill |
| 10/03/2022 | 855855 | Century Link | Street/Traffic | $ 42.86 | PW Traffic 3728 McDougall |
| 10/03/2022 | 855855 | Century Link | Street/Traffic | $ 52.48 | PW Traffic Signal 24 Central |
| 10/03/2022 | 855855 | Century Link | Transit | $ - | MET Transit |
| 10/03/2022 | 855855 | Century Link | Wastewater | $ 51.03 | Sahara Sand Lift Station |
| 10/03/2022 | 855855 | Century Link | Water | $ 39.44 | PUD Alarm Water Tower |
| 10/03/2022 | 855855 | Century Link | Water | $ 153.09 | Water Department Alarm |
| 10/03/2022 | 855858 | Clean Earth Enviro | Solid Waste | $ 10,011.24 | Bulk Fuel, Paints, Pesticides, Acids, Oxidizer, Bulk oil, Antifreeze, Batteries |
| 10/03/2022 | 855858 | Clean Earth Enviro | Solid Waste | $ 10,585.12 | Aerosol, Paint, Pesticide, fuel, Liquid hypochlorite, batteries, Bulk oil |
| 10/03/2022 | 855858 | Clean Earth Enviro | Solid Waste | $ 14,928.58 | Aerosols, Paint, Liquid hypochlorites, Acids, Pesticide, fuel, oils, Batteries |
| 10/03/2022 | 855859 | Cop Construction | Wastewater | $ 882,293.04 | WO 22-01 Water and Sewer Main Replacement-Payment 3 |
| 10/03/2022 | 855861 | Co Water Dist-Blgs Heights | Park Dist 1 | $ 2,270.51 | water charges for arrowhead 13138 |
| 10/03/2022 | 855861 | Co Water Dist-Blgs Heights | Park Dist 1 | $ 3,438.79 | water charges for hawthorne 08163 |
| 10/03/2022 | 855861 | Co Water Dist-Blgs Heights | Park Dist 1 | $ 2,351.33 | water charges for primrose 06100 |
| 10/03/2022 | 855861 | Co Water Dist-Blgs Heights | Parks Maint | $ 1,631.57 | water charges for France's 16219 |
| 10/03/2022 | 855861 | Co Water Dist-Blgs Heights | Parks Maint | $ 896.43 | water charges for lutheran 10112 |
| 10/03/2022 | 855861 | Co Water Dist-Blgs Heights | Parks Maint | $ 1,030.03 | water charges for rolling hills 09174 |
| 10/03/2022 | 855861 | Co Water Dist-Blgs Heights | Parks Maint | $ 3,126.27 | water charges for twin oaks 17196 |

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| 10/03/2022 | 855861 | Co Water Dist-Blgs Heights | Parks Maint | $ 2,081.82 | water charges for uinta 17140 |
| 10/03/2022 | 855861 | Co Water Dist-Blgs Heights | Parks Maint | $ 1,729.57 | water charges for waldon grove 30388 |
| 10/03/2022 | 855861 | Co Water Dist-Blgs Heights | Public Safety | $ 774.60 | SPRING / SUMMER WATER SERVICE FIRE STATION #6 - 16118-00 |
| 10/03/2022 | 855864 | Dakota Supply Group | Water | $ 2,250.00 | 14" SCREW TYPE VALVE BOX EXT P/N: 36191 |
| 10/03/2022 | 855864 | Dakota Supply Group | Water | $ 181.67 | 2"CTS X FEMALE FLARE - 74755Q (74755Q) |
| 10/03/2022 | 855864 | Dakota Supply Group | Water | $ 466.64 | 3/4" EXTENDED CURB VALVE - 10" EXTENSION |
| 10/03/2022 | 855864 | Dakota Supply Group | Water | $ 33.97 | 3/4" STIFFENERS - CTS PE INSERTS SS |
| 10/03/2022 | 855864 | Dakota Supply Group | Water | $ 686.36 | 6" CLAY X 6 CI SHIELDED COUPLE P/N: 48564 |
| 10/03/2022 | 855864 | Dakota Supply Group | Water | $ 780.76 | 8" CLAY X PVC BANDED COUPLING P/N: 48581 |
| 10/03/2022 | 855864 | Dakota Supply Group | Water | $ 74.21 | BLACK BUSHING 2-1/2" X 2" |
| 10/03/2022 | 855864 | Dakota Supply Group | Water | $ 49.47 | BLACK BUSHING 2-1/2" X 2" |
| 10/03/2022 | 855864 | Dakota Supply Group | Water | $ (780.76) | RETURNED PARTS |
| 10/03/2022 | 855874 | Elcon Corporation | Airport | $ 1,600.00 | Invoice #5190. Install Light Poles in Front of Terminal Parking Lot |
| 10/03/2022 | 855874 | Elcon Corporation | Arterial St | $ 990.00 | WO 21-16 Rimrock to Virginia Traffic Improvements |
| 10/03/2022 | 855875 | Empire Garage Owners | Parking | $ 8,699.59 | City of Billings September Assessment |
| 10/03/2022 | 855881 | FCS | Storm Sewer | $ 6,067.20 | WO 20-37 Stormwater Utility Development; Payment 25 |
| 10/03/2022 | 855882 | Fisher Sand & Gravel | Street/Traffic | $ 2,765.66 | asphalt |
| 10/03/2022 | 855882 | Fisher Sand & Gravel | Street/Traffic | $ 17,157.28 | asphalt |
| 10/03/2022 | 855882 | Fisher Sand & Gravel | Street/Traffic | $ 327.18 | asphalt |
| 10/03/2022 | 855882 | Fisher Sand & Gravel | Street/Traffic | $ 737.39 | asphalt |
| 10/03/2022 | 855883 | Fisher's Technology | Street/Traffic | $ 8,385.00 | copier for street/Traffic |
| 10/03/2022 | 855890 | Hach Company | Wastewater | $ 5,604.48 | Sensor Cartridge |
| 10/03/2022 | 855890 | Hach Company | Water | $ 2,861.32 | REAGENT SET CHLORINE FREE CL17 |
| 10/03/2022 | 855891 | Hansers Wrecker | General | $ 10,000.00 | 835 Miles, 9/7/2022 Property Abatement |
| 10/03/2022 | 855891 | Hansers Wrecker | Solid Waste | $ 175.00 | 19795 |
| 10/03/2022 | 855896 | Hawkins Inc | Water | $ 30,077.38 | AQUA HAWK COAGULANT |
| 10/03/2022 | 855896 | Hawkins Inc | Water | $ 29,915.09 | AQUA HAWK COAGULANT |
| 10/03/2022 | 855896 | Hawkins Inc | Water | $ 29,671.66 | AQUA HAWK COAGULANT |
| 10/03/2022 | ACH | HDR, Inc | Arterial St | $ 8,029.69 | WO 22-07 Mullowney Lane, Consultant Agreement; Payment #10 |
| 10/03/2022 | ACH | HDR, Inc | Gas Tax | $ 458.22 | WO2224 Park Pl Retaining Wall; Payment #5 |
| 10/03/2022 | ACH | HDR, Inc | Solid Waste | $ 7,183.53 | WO 22-37 Landfill Drop-off Bldg Repairs |
| 10/03/2022 | ACH | HDR, Inc | Wastewater | $ 13,942.56 | Yellowstone River Water Quality Study: Payment 1 |
| 10/03/2022 | 855900 | High Point Network | IT Resources | $ 54,593.25 | One year Cortex XDR Licenses thru 1/2024 |
| 10/03/2022 | 855900 | High Point Network | Phone System | $ 25,132.80 | Annual Mitel Maintenance -Five years paid annually. Year Four |

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|---|---|---|---|---|---|
| 10/03/2022 | 855901 | Holland & Hart | Solid Waste | $ 6,405.00 | Hillcrest Intervention |
| 10/03/2022 | 855905 | I-State Truck | Fleet | $ 49.88 | C251339616.01 PO NUM 315083 |
| 10/03/2022 | 855905 | I-State Truck | Public Safety | $ 69.50 | C251339722.01 |
| 10/03/2022 | 855905 | I-State Truck | Public Safety | $ 18.78 | C251340039.01 |
| 10/03/2022 | 855905 | I-State Truck | Public Safety | $ 125.53 | C251340463.01 |
| 10/03/2022 | 855905 | I-State Truck | Solid Waste | $ 162.86 | C251339705.01 |
| 10/03/2022 | 855905 | I-State Truck | Solid Waste | $ 634.36 | C251339719.01 |
| 10/03/2022 | 855905 | I-State Truck | Solid Waste | $ 68.77 | C251339726.01 |
| 10/03/2022 | 855905 | I-State Truck | Solid Waste | $ 71.27 | C251339750.01 |
| 10/03/2022 | 855905 | I-State Truck | Solid Waste | $ 571.85 | C251339754.01 |
| 10/03/2022 | 855905 | I-State Truck | Solid Waste | $ (115.00) | C251339875.01 |
| 10/03/2022 | 855905 | I-State Truck | Solid Waste | $ 146.99 | C251340096.01 |
| 10/03/2022 | 855905 | I-State Truck | Solid Waste | $ 941.86 | C251341109.01 |
| 10/03/2022 | 855905 | I-State Truck | Wastewater | $ 173.88 | C251341095.01 |
| 10/03/2022 | 855905 | I-State Truck | Wastewater | $ 114.54 | C251341271.01 |
| 10/03/2022 | 855905 | I-State Truck | Water | $ 163.79 | C251339809.01 |
| 10/03/2022 | 855905 | I-State Truck | Water | $ 8.49 | C251339826.01 |
| 10/03/2022 | 855911 | J & M Tire | Wastewater | $ 12.50 | NONSTOCKING ITEMS-P.U.D. |
| 10/03/2022 | 855911 | J & M Tire | Water | $ 715.84 | NONSTOCKING ITEMS-P.U.D. |
| 10/03/2022 | 855911 | J & M Tire | Water | $ 3,578.90 | NONSTOCKING ITEMS-P.U.D. |
| 10/03/2022 | 855911 | J & M Tire | Water | $ 1,249.30 | NONSTOCKING ITEMS-P.U.D. |
| 10/03/2022 | 855911 | J & M Tire | Water | $ 800.96 | NONSTOCKING ITEMS-P.U.D. |
| 10/03/2022 | 855911 | J & M Tire | Water | $ 34.95 | NONSTOCKING ITEMS-P.U.D. |
| 10/03/2022 | 855913 | Jares Fence | Water | $ 3,987.00 | 2022 Flood Repair |
| 10/03/2022 | 855922 | Knife River | Street/Traffic | $ 2,128.00 | asphalt |
| 10/03/2022 | 855922 | Knife River | Street/Traffic | $ 716.17 | 3/8" chips and 6"+ boulders |
| 10/03/2022 | 855922 | Knife River | Tax Incrmnt S | $ 539,302.89 | WO 21-42 SBURA Gravel Streets, Phase I; Payment 5 |
| 10/03/2022 | 855922 | Knife River | Wastewater | $ 1,023.23 | 3/4" crushed base rock |
| 10/03/2022 | 855922 | Knife River | Water | $ 1,534.85 | 3/4" crushed base rock |
| 10/03/2022 | 855925 | Kone Inc | Parking | $ 1,068.45 | 1158397261- Park 1 Elevator Repair |
| 10/03/2022 | 855925 | Kone Inc | Parking | $ 38,950.56 | P2 Elevator, replace hydraulic piston & jack packing, install new hydraulic oil |
| 10/03/2022 | 855927 | L P Anderson Tire | Fleet | $ 497.28 | 1990323 |
| 10/03/2022 | 855927 | L P Anderson Tire | Public Safety | $ 65.00 | 1990444 |
| 10/03/2022 | 855927 | L P Anderson Tire | Public Safety | $ 65.00 | 1990664 |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | 855927 | L P Anderson Tire | Public Safety | $ (62.00) | 1991091 |
| 10/03/2022 | 855927 | L P Anderson Tire | Public Safety | $ 3,500.80 | 1991269 |
| 10/03/2022 | 855927 | L P Anderson Tire | Street/Traffic | $ 366.00 | 1990348 |
| 10/03/2022 | 855927 | L P Anderson Tire | Street/Traffic | $ 5,026.24 | 1990358 |
| 10/03/2022 | 855927 | L P Anderson Tire | Street/Traffic | $ 208.00 | 1991023 |
| 10/03/2022 | 855927 | L P Anderson Tire | Street/Traffic | $ 480.00 | 1991032 |
| 10/03/2022 | 855927 | L P Anderson Tire | Street/Traffic | $ 468.16 | 1991283 |
| 10/03/2022 | 855929 | Lifesize Inc | EOC 911 | $ 2,398.00 | Video/audio Conferencing renewal- STNS 1-7, Training & Dispatch |
| 10/03/2022 | 855929 | Lifesize Inc | EOC 911 | $ 1,680.00 | Video/audio Conferencing renewal- STNS 1-7, Training & Dispatch |
| 10/03/2022 | 855929 | Lifesize Inc | Public Safety | $ 39.30 | ESTIMATED SHIPPING & HANDLING |
| 10/03/2022 | 855929 | Lifesize Inc | Public Safety | $ 3,594.00 | LIFESIZE ICON 400,DSS |
| 10/03/2022 | 855929 | Lifesize Inc | Public Safety | $ 12,013.40 | Video/aaudio Conferencing renewal- STNS 1-7, Training & Dispatch |
| 10/03/2022 | 855929 | Lifesize Inc | Public Safety | $ 8,970.00 | Video/aaudio Conferencing renewal- STNS 1-7, Training & Dispatch |
| 10/03/2022 | 855937 | Mead & Hunt | Airport | $ 11,925.00 | Air Services &/or Air Carrier Proposals and Air Service Improvements |
| 10/03/2022 | 855945 | MT Dakota Utilities | Engineering | $ 55.98 | 595 373 1000 1 |
| 10/03/2022 | 855945 | MT Dakota Utilities | Facilities | $ 299.12 | 130 733 1000 8 |
| 10/03/2022 | 855945 | MT Dakota Utilities | Facilities | $ 141.41 | 375 963 4481 4 |
| 10/03/2022 | 855945 | MT Dakota Utilities | Facilities | $ 504.97 | 757 633 1000 2 |
| 10/03/2022 | 855945 | MT Dakota Utilities | Facilities | $ 308.58 | 929 780 1000 4 |
| 10/03/2022 | 855945 | MT Dakota Utilities | Facilities | $ 1,201.34 | 989 733 1000 0 |
| 10/03/2022 | 855945 | MT Dakota Utilities | Facilities | $ 105.51 | 993 733 1000 4 |
| 10/03/2022 | 855945 | MT Dakota Utilities | General | $ 71.08 | 061 943 1000 6 |
| 10/03/2022 | 855945 | MT Dakota Utilities | General | $ 90.68 | 437 780 1000 9 |
| 10/03/2022 | 855945 | MT Dakota Utilities | General | $ 35.57 | 571 295 3342 8 |
| 10/03/2022 | 855945 | MT Dakota Utilities | General | $ 34.53 | 927 890 1000 3 |
| 10/03/2022 | 855945 | MT Dakota Utilities | Library | $ 628.80 | 219 924 4851 0 |
| 10/03/2022 | 855945 | MT Dakota Utilities | P.W. Admin | $ 14.00 | 595 373 1000 1 |
| 10/03/2022 | 855945 | MT Dakota Utilities | Park Dist 1 | $ 31.15 | 371 101 1000 6 |
| 10/03/2022 | 855945 | MT Dakota Utilities | Parking | $ 40.68 | 303 725 2591 2 |
| 10/03/2022 | 855945 | MT Dakota Utilities | Parking | $ 22.85 | 717 353 1000 6 |
| 10/03/2022 | 855945 | MT Dakota Utilities | Parking | $ 27.27 | 799 152 1209 0 |
| 10/03/2022 | 855945 | MT Dakota Utilities | Public Safety | $ 22.85 | 062 907 9494 7 |
| 10/03/2022 | 855945 | MT Dakota Utilities | Public Safety | $ 262.46 | 169 233 1000 3 |
| 10/03/2022 | 855945 | MT Dakota Utilities | Public Safety | $ 135.57 | 442 190 1000 4 |

| Check Date | Check# | Name | Fund Name | Amount | | Item Desc |
|---|---|---|---|---|---|---|
| 10/03/2022 | 855945 | MT Dakota Utilities | Public Safety | $ 26.22 | 514 117 0478 9 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Public Safety | $ 129.28 | 533 653 1000 1 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Public Safety | $ 69.98 | 602 589 7178 1 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Public Safety | $ 85.32 | 885 880 1000 4 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Solid Waste | $ 173.36 | 284 225 1320 1 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Solid Waste | $ 118.92 | 602 680 9335 2 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Solid Waste | $ 72.68 | 770 390 1000 2 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Transit | $ 223.89 | 962 880 1000 0 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Wastewater | $ 2,822.94 | 293 780 1000 2 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Wastewater | $ 1,411.48 | 293 780 1000 2 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Wastewater | $ 1,411.48 | 293 780 1000 2 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Wastewater | $ 84.23 | 310 490 1000 7 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Wastewater | $ 32.22 | 410 490 1000 6 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Wastewater | $ 68.82 | 735 453 1000 2 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Wastewater | $ 73.27 | 868 563 1000 7 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 41.18 | 010 490 1000 0 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 72.19 | 076 225 9180 3 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 25.55 | 110 490 1000 9 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 24.37 | 209 077 5055 6 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 24.37 | 210 490 1000 8 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 252.67 | 310 490 1000 7 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 96.63 | 410 490 1000 6 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 131.17 | 500 490 1000 7 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 25.55 | 510 490 1000 5 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 24.37 | 527 033 1000 4 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 24.37 | 566 923 1000 8 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 12.77 | 600 490 1000 6 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 12.78 | 600 490 1000 6 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 24.37 | 610 490 1000 4 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 24.37 | 666 923 1000 7 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 43.51 | 700 490 1000 5 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 72.25 | 800 490 1000 4 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 24.37 | 832 001 1000 1 | |
| 10/03/2022 | 855945 | MT Dakota Utilities | Water | $ 147.82 | 900 490 1000 3 | |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | 855946 | MT Peterbilt | Fleet | $ 676.06 | 53042B PO NUM 315089 |
| 10/03/2022 | 855946 | MT Peterbilt | Fleet | $ 300.98 | 53617B PO NUM 315089 |
| 10/03/2022 | 855946 | MT Peterbilt | Fleet | $ 62.97 | 53641B PO NUM 315089 |
| 10/03/2022 | 855946 | MT Peterbilt | General | $ 19.50 | 46400B |
| 10/03/2022 | 855946 | MT Peterbilt | Public Safety | $ 59.90 | 52578B |
| 10/03/2022 | 855946 | MT Peterbilt | Solid Waste | $ 1,273.16 | 51846B |
| 10/03/2022 | 855946 | MT Peterbilt | Solid Waste | $ 258.60 | 52595B |
| 10/03/2022 | 855946 | MT Peterbilt | Solid Waste | $ 20.64 | 52623B |
| 10/03/2022 | 855946 | MT Peterbilt | Solid Waste | $ 55.52 | 52636B |
| 10/03/2022 | 855946 | MT Peterbilt | Solid Waste | $ 55.52 | 52639B |
| 10/03/2022 | 855946 | MT Peterbilt | Solid Waste | $ 130.68 | 52678B |
| 10/03/2022 | 855946 | MT Peterbilt | Solid Waste | $ 108.14 | 52817B |
| 10/03/2022 | 855946 | MT Peterbilt | Solid Waste | $ 20.83 | 52944B |
| 10/03/2022 | 855946 | MT Peterbilt | Solid Waste | $ 199.05 | 53088B |
| 10/03/2022 | 855946 | MT Peterbilt | Solid Waste | $ 397.04 | 53327B |
| 10/03/2022 | 855946 | MT Peterbilt | Solid Waste | $ 176.58 | 53617B |
| 10/03/2022 | 855946 | MT Peterbilt | Solid Waste | $ 51.18 | 53653B |
| 10/03/2022 | 855947 | MT Rail Link | Gas Tax | $ 30,462.75 | 4th Avenue N -Final Invoice |
| 10/03/2022 | 855947 | MT Rail Link | Gas Tax | $ 797.01 | 5th Avenue N -Final Invoice |
| 10/03/2022 | 855948 | Morrison Maierle | Transit | $ 4,906.68 | Transit Training Parking Lot - Construction Admin |
| 10/03/2022 | 855948 | Morrison Maierle | Water | $ 30,844.07 | WO 21-01 Water/Sewer Replacement Pioneer Park: payment #20 |
| 10/03/2022 | 855955 | NorthWestern Energy | Airport | $ 30,491.87 | 0100482-9. Vault Main Account. September 2022 |
| 10/03/2022 | 855955 | NorthWestern Energy | Airport | $ 467.42 | 0712792-1. IP-7. September 2022 |
| 10/03/2022 | 855955 | NorthWestern Energy | Airport | $ 1,269.42 | 0712800-2. IP-9. September 2022 |
| 10/03/2022 | 855955 | NorthWestern Energy | Airport | $ 164.16 | 0712809-3. IP-11/12 Alpine. September 2022 |
| 10/03/2022 | 855955 | NorthWestern Energy | Airport | $ 6.00 | 1138926-9. Aero Interiors. September 2022 |
| 10/03/2022 | 855955 | NorthWestern Energy | Engineering | $ 1,054.68 | 1741314-7 |
| 10/03/2022 | 855955 | NorthWestern Energy | Facilities | $ 7,852.12 | 0100507-3 |
| 10/03/2022 | 855955 | NorthWestern Energy | Facilities | $ 1,600.66 | 3602454-5 |
| 10/03/2022 | 855955 | NorthWestern Energy | Facilities | $ 15,029.08 | 3927205-9 |
| 10/03/2022 | 855955 | NorthWestern Energy | General | $ 1,742.91 | 0100506-5 |
| 10/03/2022 | 855955 | NorthWestern Energy | Park Dist 1 | $ 571.92 | 0722257-3 |
| 10/03/2022 | 855955 | NorthWestern Energy | Park Dist 1 | $ 421.96 | 0722260-7 |
| 10/03/2022 | 855955 | NorthWestern Energy | Park Dist 1 | $ 56.65 | 0722261-5 |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | 855955 | NorthWestern Energy | Park Dist 1 | $ 41.47 | 0722262-3 |
| 10/03/2022 | 855955 | NorthWestern Energy | Park Dist 1 | $ 264.68 | 0722265-6 |
| 10/03/2022 | 855955 | NorthWestern Energy | Park Dist 1 | $ 23.06 | 0722268-0 |
| 10/03/2022 | 855955 | NorthWestern Energy | Park Dist 1 | $ - | 0723027-9 |
| 10/03/2022 | 855955 | NorthWestern Energy | Park Dist 1 | $ 24.37 | 0723038-6 |
| 10/03/2022 | 855955 | NorthWestern Energy | Park Dist 1 | $ 245.93 | 0723044-4 |
| 10/03/2022 | 855955 | NorthWestern Energy | Park Dist 1 | $ 20.80 | 0723051-9 |
| 10/03/2022 | 855955 | NorthWestern Energy | Park Dist 1 | $ 115.08 | 0723052-7 |
| 10/03/2022 | 855955 | NorthWestern Energy | Park Dist 1 | $ 8.70 | 0723090-7 |
| 10/03/2022 | 855955 | NorthWestern Energy | Park Dist 1 | $ 835.36 | 0723170-7 |
| 10/03/2022 | 855955 | NorthWestern Energy | Parking | $ 368.73 | 0720829-1 |
| 10/03/2022 | 855955 | NorthWestern Energy | Parking | $ 1,354.38 | 0720834-1 |
| 10/03/2022 | 855955 | NorthWestern Energy | Parking | $ 1,132.67 | 1569636-2 |
| 10/03/2022 | 855955 | NorthWestern Energy | Parking | $ 921.53 | 1594282-4 |
| 10/03/2022 | 855955 | NorthWestern Energy | Parking | $ 1,408.16 | 3067416-2 |
| 10/03/2022 | 855955 | NorthWestern Energy | Parking | $ 67.97 | 3463478-2 |
| 10/03/2022 | 855955 | NorthWestern Energy | Parks Maint | $ 84.82 | 1059093-3 |
| 10/03/2022 | 855955 | NorthWestern Energy | Public Safety | $ 2,505.79 | 0100476-1 FIRE 1 ELECTRIC SERVICE, FY2023 |
| 10/03/2022 | 855955 | NorthWestern Energy | Public Safety | $ 436.84 | 1984150-1 |
| 10/03/2022 | 855955 | NorthWestern Energy | Public Safety | $ 216.22 | 1984155-0 |
| 10/03/2022 | 855955 | NorthWestern Energy | Public Safety | $ 2,967.59 | 3448739-7 |
| 10/03/2022 | 855955 | NorthWestern Energy | Solid Waste | $ 1,343.78 | 3252194-0 |
| 10/03/2022 | 855955 | NorthWestern Energy | Transit | $ 185.89 | 1784756-7 |
| 10/03/2022 | 855958 | Perform Eng & Consult | Facilities | $ 3,375.00 | 2022-125 Stillwater Building Survey |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 1,401.96 | P0052212 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 8.85 | P0067912 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 3,331.26 | P9476412 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 2,225.50 | P9777312 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 145.88 | P9779612 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 13.03 | P9779612 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 27.40 | P9829712 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 291.76 | P9829712 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 215.95 | P9860812 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 2,722.20 | P9864612 |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 2,803.92 | P9940312 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 207.60 | P9968812 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 137.27 | W3513312 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 1,372.70 | W3513312 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 38.34 | W3533812 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 702.21 | W3533812 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 2,269.95 | W3533812 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 165.63 | W3535612 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 230.50 | W3535612 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 1,282.05 | W3535612 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 26.03 | W3548712 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 246.05 | W3548712 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 806.60 | W3556912 |
| 10/03/2022 | ACH | RDO Equipment | Solid Waste | $ 366.33 | W3556912 |
| 10/03/2022 | ACH | RDO Equipment | Street/Traffic | $ 31.87 | P9868512 |
| 10/03/2022 | ACH | RDO Equipment | Water | $ 526.64 | P9939712 |
| 10/03/2022 | 855967 | Reliable Mechanical | Facilities | $ 4,999.50 | Maintenance and Repair at the Stillwater Building |
| 10/03/2022 | 855971 | Selbys | Building | $ 445.00 | yearly maintenance |
| 10/03/2022 | 855971 | Selbys | Engineering | $ 1,090.00 | Qty. 12 Bluebeam renewals PW |
| 10/03/2022 | 855971 | Selbys | Planning | $ 2,071.00 | Qty. 19 Building Bluebeam |
| 10/03/2022 | 855971 | Selbys | Public Safety | $ 218.00 | Qty. 2 Bluebeam renewals -Tatum, Fender |
| 10/03/2022 | 855971 | Selbys | Street/Traffic | $ 305.92 | marking paint |
| 10/03/2022 | 855971 | Selbys | Street/Traffic | $ 109.00 | Qty. 12 Bluebeam renewals PW |
| 10/03/2022 | 855971 | Selbys | Wastewater | $ 109.00 | Qty. 12 Bluebeam renewals PW |
| 10/03/2022 | 855975 | Solid Waste System | Fleet | $ 1,102.36 | 147224 PO NUM 315105 |
| 10/03/2022 | 855975 | Solid Waste System | Solid Waste | $ 2,119.87 | 146439 |
| 10/03/2022 | 855975 | Solid Waste System | Solid Waste | $ 592.55 | 147178 |
| 10/03/2022 | 855975 | Solid Waste System | Solid Waste | $ 560.51 | 147336 |
| 10/03/2022 | 855975 | Solid Waste System | Solid Waste | $ 96.57 | 147556 |
| 10/03/2022 | 855975 | Solid Waste System | Solid Waste | $ 1,197.93 | 147560 |
| 10/03/2022 | 855975 | Solid Waste System | Solid Waste | $ 325.30 | 147620 |
| 10/03/2022 | 855977 | Spencer Industries | Solid Waste | $ 3,372.35 | 31987485 |
| 10/03/2022 | 855977 | Spencer Industries | Solid Waste | $ 110.95 | 31998791 |
| 10/03/2022 | 855977 | Spencer Industries | Solid Waste | $ 3,151.88 | 32024807 |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | 855977 | Spencer Industries | Solid Waste | $ 350.00 | 32031162 |
| 10/03/2022 | 855977 | Spencer Industries | Solid Waste | $ 3,279.33 | 32031170 |
| 10/03/2022 | 855978 | Star Service | Wastewater | $ 13,894.89 | Retainage Release |
| 10/03/2022 | 855978 | Star Service | Wastewater | $ 12,870.00 | WO 22-18 WRF Digester Gas Valve Install Phase 2; Payment 2 Final |
| 10/03/2022 | 855984 | TW Clark Const | Parks Maint | $ 3,000.00 | sawcut & remove concrete, expose leaking water line, and replace sidewalk |
| 10/03/2022 | 855987 | TNT Springs | Fleet | $ 370.74 | 213337 PO NUM 315097 |
| 10/03/2022 | 855987 | TNT Springs | Fleet | $ 3,985.56 | 213813 PO NUM 315097 |
| 10/03/2022 | 855987 | TNT Springs | Public Safety | $ 502.88 | 213443 |
| 10/03/2022 | 855987 | TNT Springs | Solid Waste | $ 61.44 | 213269 |
| 10/03/2022 | 855987 | TNT Springs | Solid Waste | $ 138.24 | 213794 |
| 10/03/2022 | 855988 | Torgerson's | Street/Traffic | $ 3,736.58 | P01980 |
| 10/03/2022 | ACH | Town & Co Supply | Airport | $ 29,685.53 | Invoice #430054. QTA Car Rental Fuel |
| 10/03/2022 | ACH | Town & Co Supply | Fleet | $ 26,694.19 | 430157 PO NUM 315104 |
| 10/03/2022 | ACH | Town & Co Supply | Fleet | $ 33,745.41 | 430815 PO NUM 315081 |
| 10/03/2022 | ACH | Town & Co Supply | Public Safety | $ 667.45 | 430648 FIRE 3 DIESEL DELLIVERED 09/27/2022 |
| 10/03/2022 | ACH | Town & Co Supply | Public Safety | $ 288.26 | 430651 FIRE 5 UNLEADED |
| 10/03/2022 | ACH | Town & Co Supply | Public Safety | $ 1,525.60 | 430652 FIRE 1 DIESEL |
| 10/03/2022 | ACH | Town & Co Supply | Public Safety | $ 926.55 | 430652 FIRE 1 UNLEADED |
| 10/03/2022 | ACH | Town & Co Supply | Public Safety | $ 1,620.95 | 430653 FIRE 2 DIESEL |
| 10/03/2022 | ACH | Town & Co Supply | Public Safety | $ 800.94 | 431783 FIRE 6 DIESEL DELIVERED |
| 10/03/2022 | ACH | Town & Co Supply | Public Safety | $ 1,547.80 | FIRE 7: DIESEL DELIVERED 09/26/2022 |
| 10/03/2022 | ACH | Town & Co Supply | Water | $ 24,077.59 | WATER PARTS AND SUPPLIES PO NUM 314889 |
| 10/03/2022 | ACH | Town & Co Supply | Water | $ 21,812.48 | WATER PARTS AND SUPPLIES PO NUM 314893 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ (233.15) | BLCR0095839 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 1,413.12 | BLCS0780071 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 1,829.28 | BLCS0787703 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 283.03 | BLCS0787704 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 700.32 | BLCS0788004 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 1,632.24 | BLCS0788103 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 4,937.30 | BLCS0789169 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 328.65 | BLCS0789268 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 328.65 | BLCS0789572 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 75.24 | BLCS0789573 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 1,496.44 | BLCS0789978 |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 219.10 | BLCS0790196 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 68.82 | BLCS0790481 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 553.60 | BLCS0790664 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 45.00 | BLCS0791223 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 1,190.04 | BLCS0791223 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 2,252.28 | BLCS0791571 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 245.60 | BLCS0791668 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 109.55 | BLCS0791765 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 480.00 | BLWO0218120 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 79.06 | BLWO0218120 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 25.44 | BLWO0218121 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 636.00 | BLWO0218121 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 70.00 | BLWO0218321 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 3,350.72 | BLWO0218321 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 3,356.00 | BLWO0218321 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 320.00 | BLWO0218758 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 576.01 | BLWO0218758 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 36.00 | BLWO0218800 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 6,123.00 | BLWO0218800 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 2,758.54 | BLWO0218800 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 25.60 | BLWO0218846 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 640.00 | BLWO0218846 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 407.80 | BLWO0218973 |
| 10/03/2022 | ACH | Tractor & Equipt | Solid Waste | $ 53.00 | BLWO0218973 |
| 10/03/2022 | 855990 | TrueNorth Steel | Street/Traffic | $ 4,577.00 | flap gate for kings green |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 227.00 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 145.00 | A1 Jds Lock - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 240.00 | Air Controls-Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 35.84 | Albertsons #4041 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 797.50 | Alpine Plumbing Heating A - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 145.00 | Alpine Plumbing Heating A - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 159.37 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 470.75 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 17.74 | Amazon.Com*1V7Ix9Yh0 Amzn - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 252.95 | Amzn Mktp Us*1F3Ug3642 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 446.94 | Amzn Mktp Us*1F4Qr39F0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 23.39 | Amzn Mktp Us*1F4Ui51A1 Am - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 31.10 | Amzn Mktp Us*1F7P93Te1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 48.44 | Amzn Mktp Us*1F9Hi7Ao1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 52.56 | Amzn Mktp Us*1M3Ga9370 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 48.80 | Amzn Mktp Us*1V2R72Bl2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 58.82 | Amzn Mktp Us*1V4W57Uz1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 29.08 | Amzn Mktp Us*1V9Nm3Da2 Am - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 56.56 | Amzn Mktp Us*Ix38E84B3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 369.48 | Applied Ind Tech 2422 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 403.32 | Carquest 3103 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 295.00 | Civil Air Patrol Magazine - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 141.32 | Comfort Suites Mt075 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 79.15 | Conoco - Great Falls 5 12 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 920.00 | Creative Monograms Smb - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 369.00 | Creative Monograms Smb - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 2,268.00 | Curtis - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 100.99 | Dtv*Directv Service - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 111.11 | Ecolab Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 128.86 | Ecolab Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 122.34 | Ecolab Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 122.34 | Ecolab Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 111.11 | Ecolab Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 128.86 | Ecolab Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 192.09 | Ecolab Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 456.81 | Ecosolutions - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 75.96 | Evergreen Ace Hardware - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 33.50 | Evergreen Ace Hardware - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 57.96 | Evergreen Ace Hardware - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 84.50 | Fastenal Company 01Mtbll - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 73.31 | Ferguson Ent #1342 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 18.39 | Ferguson Ent #1342 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 50.83 | Fisher'S Technology - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
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| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 145.20 | Forged In Steel Soluti - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 670.80 | Galls - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 749.80 | General Safety Equipment - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 349.54 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 21.84 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 56.38 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 47.16 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 91.56 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 175.88 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 211.36 | Hampton Inn Great Falls - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 87.24 | Hughey & Phillips Llc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 616.63 | In *Airel - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 1,007.00 | In *Billings Overhead Doo - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 412.00 | In *Billings Overhead Doo - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 50.00 | In *Cotter'S Sewer, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 2,209.44 | Kb Commercial Products - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 2,500.00 | Kb Commercial Products - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 12.75 | Kb Commercial Products - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 1,945.80 | Lee Montana Newspapers - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 947.00 | Mb Companies - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 63.00 | Meadow Green Sales - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 2,371.60 | Meadow Green Sales - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 54.50 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 470.58 | Motor Power Equipment Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 2,196.06 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 304.91 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 149.42 | Norco Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 71.92 | Northwest Pipe Fittings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 234.03 | Npc*New Pig Corp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 188.15 | Npc*New Pig Corp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 2,073.97 | Nwestco - 003 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 83.03 | O'Reilly Auto Parts 1551 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 228.61 | Propane Serv*Product - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 102.88 | Rdoce Bil 020112 - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
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| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 35.00 | Rf Communications Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 1,641.00 | Rgp*Trugreen - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 499.97 | Safelite Autoglass - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 293.79 | Safety Kleen Systems - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 150.00 | Scheels Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 23.99 | Shiptons Big R Heights - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 90.00 | Spic And Span - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 204.00 | Sq *Hotsy Wy-Mont - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 1,289.88 | Sq *Sealital, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 1,134.36 | Sq *Sealital, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 1,007.29 | State Chemic*State Che - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 1,028.04 | State Chemic*State Che - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 286.34 | Superior Water Solutions - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 66.97 | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 975.00 | The New Tint Factory - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 36.11 | Tractor & Equipment - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 1,500.00 | Transportation Security - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 868.86 | Uniforms2Gear Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 47.08 | Ups*1Z9Tm8V91320014218 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 12.00 | Ups*29Rmhe5Mmds - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 284.50 | West End Lock And Secur - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 16.50 | West End Lock And Secur - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Airport | $ 14.99 | Zoom.Us 888-799-9666 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Ballpk Donate | $ 110.40 | Sq *Midwest Everlasting M - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Building | $ 2.74 | Amazon.Com*1F7Nr5Tl0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Building | $ 39.15 | Amazon.Com*1M2Ef4M10 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Building | $ 49.19 | Amzn Mktp Us*5X8442Lu3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Building | $ 136.25 | Amzn Mktp Us*Ml0Xt3Om3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Building | $ 719.83 | Iapmo - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Building | $ 325.00 | Iapmo - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Building | $ 241.00 | Int'L Code Council Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Building | $ 435.00 | Int'L Code Council Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Building | $ 16.40 | Samsclub.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | CDBG | $ 54.89 | Amazon.Com*867G84Ay3 - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | CDBG | $ 43.65 | Amzn Mktp Us*1V8I18Sa1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | CDBG | $ 46.64 | Cafe Rio Online - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | CDBG | $ 12.95 | Canva* I03526-19503603 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | CDBG | $ 626.86 | Cncs - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | CDBG | $ 723.30 | Cncs - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | CDBG | $ 575.40 | Cncs - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | CDBG | $ 166.44 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | CDBG | $ 118.45 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | CDBG | $ 40.00 | Montana Secretary State - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | CDBG | $ 40.00 | Montana Secretary State - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | CDBG | $ 888.00 | Paypal *Shannonstob - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | CDBG | $ 1,881.37 | Smk*Surveymonkey.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | CDBG | $ 53.04 | Western Awards  Engravin - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Central Srvc | $ 371.60 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Court Grants | $ 111.90 | Albertsons #4041 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Court Grants | $ 130.95 | Albertsons #4041 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Court Grants | $ 28.39 | Target  00013334 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Engineering | $ 93.24 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Engineering | $ 670.09 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Engineering | $ 170.00 | Amzn Mktp Us*Am0X80Zq3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Engineering | $ 10.59 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Engineering | $ 8.38 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Engineering | $ 7.13 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Engineering | $ 299.00 | In *Timemark Incorporated - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Engineering | $ 87.79 | Selby'S - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 10.20 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 32.34 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 282.76 | Ace Electric - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 297.35 | Ace Electric - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 190.00 | Ace Electric - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 100.00 | Air Controls-Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 760.30 | Galt House - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ (232.80) | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 268.17 | Hose And Rubber Supply Bi - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
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| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 241.00 | Int'L Code Council Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 253.64 | Kb Commercial Products - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 866.21 | Kb Commercial Products - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 106.27 | Montana Broom & Brush Co1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 94.98 | Shipton'S Big R-West - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 260.34 | Sq *Koinonia Laundry - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 145.74 | Sq *Koinonia Laundry - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 1,220.00 | Sq *Skyline Services, Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 2,100.88 | State Chemic*State Che - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 2,425.00 | Summit Fire & Security - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 2.50 | West End Lock And Secur - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 24.00 | West End Lock And Secur - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 571.25 | West End Lock And Secur - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Facilities | $ 492.25 | West End Lock And Secur - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Fleet | $ (14.64) | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Fleet | $ 832.81 | In *Boss 406 Llc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Fleet | $ 99.96 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Fleet | $ 62.99 | Office Depot #450 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Fleet | $ 486.00 | Oil Price Info Serv - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Fleet | $ 432.00 | Pzg**Mt Dept Revenue-E - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Fleet | $ 43.16 | Wm Supercenter #1956 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 52.08 | #48 The Pearl - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 45.00 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 197.50 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 6.41 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 56.55 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 36.48 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 45.00 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 181.35 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 135.69 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 79.04 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 326.46 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ (11.18) | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 33.57 | 360 Office Solutions Inc - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
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| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 1,133.67 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 29.79 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 58.26 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 38.00 | Aaim - Services - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 38.00 | Aaim - Services - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 14.99 | Adobe *800-833-6687 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 54.99 | Adobe Creative Cloud - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 54.99 | Adobe Creative Cloud - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 54.99 | Adobe Creative Cloud - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 58.42 | Adobe Creative Cloud - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 52.99 | Adobe Creative Cloud - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 14.99 | Adobe Pdf Pack Subs - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 17.75 | Albertsons #0038 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 35.03 | Albertsons #0038 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 105.76 | Albertsons #0038 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 24.19 | Albertsons #0038 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 22.01 | Albertsons #4025 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 44.52 | Albertsons #4025 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 15.48 | Albertsons #4025 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 28.42 | Albertsons #4025 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 527.98 | Amazon.Com*1F0Sn5G92 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 2.65 | Amazon.Com*1F7Nr5Tl0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 14.86 | Amazon.Com*1V8Oc9Am1 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 38.97 | Amazon.Com*2G2Ca4753 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 32.99 | Amazon.Com*L28Zf98C3 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 26.32 | Amazon.Com*N09Md4453 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 237.10 | American Air0012337756022 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 75.00 | American Assoc Of Code - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 550.00 | American Assoc Of Code - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 419.30 | American Council On Exerc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 43.98 | Amzn Mktp Us*0B8H868Q3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 176.95 | Amzn Mktp Us*111E75Qg3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 51.98 | Amzn Mktp Us*1F2S37Cx2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 19.99 | Amzn Mktp Us*1F5Vu8G30 - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 29.90 | Amzn Mktp Us*1F8Ei2S80 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 21.84 | Amzn Mktp Us*1F8G51Lx2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 7.99 | Amzn Mktp Us*1J88G19Q0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 24.95 | Amzn Mktp Us*1V8Mw36V1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 15.98 | Amzn Mktp Us*1V93W5G60 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 47.24 | Amzn Mktp Us*1V9Kz5Uy2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 29.98 | Amzn Mktp Us*4A0Up69O3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 11.98 | Amzn Mktp Us*5R6St0Ci3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 94.44 | Amzn Mktp Us*Bi3Fj83Y3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 89.98 | Amzn Mktp Us*Bn2Mm9Q93 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 160.98 | Amzn Mktp Us*Dq8Kj1Uk3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 27.35 | Amzn Mktp Us*Mf71V8Ff3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 87.96 | Amzn Mktp Us*Mx3Hb9L23 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 24.95 | Amzn Mktp Us*Oi1B39S03 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 39.97 | Amzn Mktp Us*On9Ry1Cq3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 247.98 | Amzn Mktp Us*P56Sk6Sd3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 27.79 | Amzn Mktp Us*Sq46S0Ph3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 28.99 | Amzn Mktp Us*Tg55Z1Lt3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 23.97 | Amzn Mktp Us*Xf3Hk4Vz3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 245.94 | Amzn Mktp Us*Xj0Gf9513 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 42.60 | Batteries+Bulbs #0253 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 12.17 | Ben & Jerrys - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 119.95 | Billings Army Navy Surplu - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 73.89 | Billings Hardware & Servi - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 607.00 | Billings Ink And Toner, I - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 47.00 | Bin 119 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 48.00 | Bin 119 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 102.76 | Buddy Punch - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 2.99 | Business.Apple.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 57.03 | Cenex Zip Trip07082712 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 60.37 | Conoco - Migi Mart - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 1,155.00 | Cool River Roasting - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 417.60 | Delta Air 0062334373600 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 743.20 | Delta Air 0062334442915 - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
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| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 1,741.84 | Dohenys Pool Supplies - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 21.25 | Dollar Tree - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 35.00 | Dollar Tree - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 189.81 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 234.60 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 120.07 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 234.97 | Frontier Ai Gcwcmg - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 51.50 | Fsp*State Bar Of Montana - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 247.32 | Grand Union Hotel & Union - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 353.40 | Graybar Electric - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 150.36 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 72.94 | Heights Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 211.36 | Heritage Inn Great Fal - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 124.55 | Idu*Insight Public Sec - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 137.25 | Jimmy Johns - 1646 - E - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 845.00 | Juli Pierce Law Pllc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 678.26 | Kelley Connect - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 4.13 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 24.99 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 69.56 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 250.98 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 369.00 | Learners Edge - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 118.40 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 64.48 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 23.00 | Meadow Green Sales - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 108.00 | Meadow Green Sales - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 58.04 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 25.00 | Montana Secretary State - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 127.78 | National Academy Of Spor - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 389.00 | National Business Inst. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 2,460.00 | Nflflagorder - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 36.00 | Nflflagorder - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 950.00 | Nflflagorder - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 165.00 | Norco Inc - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 225.50 | Ntl Cntr For Safety - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 60.98 | Office Depot #2135 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 112.36 | Office Depot #450 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 173.53 | O'Reilly Auto Parts 1551 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 1,656.00 | Pepsicola Bottling Compan - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 120.00 | Pepsicola Bottling Compan - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 29.99 | Pound Fitness - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 597.00 | Remarkable - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 7.99 | Remarkable - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 132.96 | Samsclub #4805 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 15.92 | Samsclub.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 150.00 | Scheels Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 145.81 | Sherwin Williams 703429 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 48.00 | Sky Dine - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 79.99 | Spectrum - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 107.12 | Sq *Bailey'S Frozen Novel - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 135.00 | Sq *Yellowstone Wildlife - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 32.40 | The Rubber Stamp Shop, - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 27.50 | The Rubber Stamp Shop, - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 682.69 | Thomson West*Tcd - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 1,878.68 | Thomson West*Tcd - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 25.50 | Tire Rama 101 Bc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 49.00 | Tire Rama 101 Bc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 39.90 | Tlf*Gainans Floral And G - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 761.20 | Travolie.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 31.80 | Tst* 4023 Bareburger - Sh - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 842.25 | United 0162431950831 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 842.25 | United 0162431950832 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 812.25 | United 0162431955191 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 26.30 | Wal-Mart #2923 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 31.42 | Wal-Mart #2923 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 85.00 | Western Office Equipment - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 127.60 | Wheniwork.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 57.05 | Zoom.Us 888-799-9666 - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 17.80 | Zoom.Us 888-799-9666 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 15.55 | Zoom.Us 888-799-9666 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 44.97 | Zoom.Us 888-799-9666 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 15.55 | Zoom.Us 888-799-9666 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 49.00 | Zoom.Us 888-799-9666 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 15.55 | Zoom.Us 888-799-9666 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 72.39 | Zumba Fitness - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | General | $ 35.00 | Zumbini - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 737.00 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 14.87 | Amazon.Com*1F4Yt2B21 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 15.98 | Amzn Mktp Us*1F6Fc7Xw0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 59.81 | Amzn Mktp Us*1F88R2Yz1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 14.95 | Amzn Mktp Us*1F88R2Yz1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 4.26 | Amzn Mktp Us*1M5Um1Zg0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 17.03 | Amzn Mktp Us*1M5Um1Zg0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 868.00 | Amzn Mktp Us*Cr8Xq2Ci3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 43.50 | Exxonmobil 45944469 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 285.82 | Idu*Insight Public Sec - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 25.00 | Paypal *Gisjobsclea - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 299.00 | Pluralsight - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 50.00 | Pp*Gisjobscom - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 607.81 | Sp Ubiquiti Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 412.24 | Springhill Suites Grea - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 412.24 | Springhill Suites Grea - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 412.24 | Springhill Suites Grea - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | IT Resources | $ 37.97 | Udemy: Online Courses - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 33.79 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 19.35 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 179.88 | Adobe Acropro Subs - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 101.00 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 7.99 | Amazon.Com*1F0J39X90 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 16.99 | Amazon.Com*1F5979Oc0 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 17.99 | Amazon.Com*1F5K61Mh0 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 6.00 | Amazon.Com*1F5Ms1X50 - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 19.99 | Amazon.Com*1F6Gb14G2 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 29.98 | Amazon.Com*1F7T489B1 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 2,037.00 | Amazon.Com*1M0Zl2Rq1 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 71.96 | Amazon.Com*1M5Pu0X90 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 83.59 | Amazon.Com*1M7Ll4Fa0 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 22.99 | Amazon.Com*1M8Pm0Fr1 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 12.64 | Amazon.Com*1M99F8Aq0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 32.90 | Amazon.Com*330L05Tu3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 12.99 | Amazon.Com*C38Qy9Kp3 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 7.99 | Amazon.Com*La41O2613 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 41.34 | Amazon.Com*Nt7Rj0Bw3 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 19.80 | Amazon.Com*Ue0F86Go3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 30.06 | Amazon.Com*X424T81X3 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 33.98 | Amazon.Com*Zt81U9X63 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 19.99 | Amzn Mktp Us*1F0Z79K61 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 267.61 | Amzn Mktp Us*1F2O311Z0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 29.95 | Amzn Mktp Us*1F2Ur99I1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 22.89 | Amzn Mktp Us*1F4W37Kq0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 13.30 | Amzn Mktp Us*1F5T74Dz0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 19.85 | Amzn Mktp Us*1F64722Y1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 41.42 | Amzn Mktp Us*1F6B56960 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 44.00 | Amzn Mktp Us*1F6Li91L0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 29.94 | Amzn Mktp Us*1F75U4Yu1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 13.90 | Amzn Mktp Us*1F7Mn2Zb0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 40.14 | Amzn Mktp Us*1F7Q51Bo1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 159.50 | Amzn Mktp Us*1F9Cs4J30 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 11.83 | Amzn Mktp Us*1M06L0Zf1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 11.98 | Amzn Mktp Us*1M0M32B21 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 9.99 | Amzn Mktp Us*1M0Yu59K1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 42.98 | Amzn Mktp Us*1M12B5Dm0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 19.60 | Amzn Mktp Us*1M14X7Bi1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 27.98 | Amzn Mktp Us*1M1I32X60 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 8.31 | Amzn Mktp Us*1M2Sm2W61 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 8.17 | Amzn Mktp Us*1M31H7Gi0 - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 61.19 | Amzn Mktp Us*1M5Zr5Fw1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 10.87 | Amzn Mktp Us*1M7Cu8If1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 9.99 | Amzn Mktp Us*1M7X90By1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 17.99 | Amzn Mktp Us*1M8Qg4G82 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 8.40 | Amzn Mktp Us*1M9Ha0Qk1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 84.11 | Amzn Mktp Us*1M9M57Yn1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 19.39 | Amzn Mktp Us*1M9Wl1F81 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 26.09 | Amzn Mktp Us*1V1Qi6Ky1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 16.99 | Amzn Mktp Us*1V32K2S60 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 90.25 | Amzn Mktp Us*1V32K2S60 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 29.95 | Amzn Mktp Us*1V64Z5Dk0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 21.68 | Amzn Mktp Us*1V7Ae97D0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 18.98 | Amzn Mktp Us*1Z77G1Wp3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 14.20 | Amzn Mktp Us*6Q8Xe38R3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 47.98 | Amzn Mktp Us*Eq1Wp6P13 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 30.34 | Amzn Mktp Us*J837V9W73 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 29.00 | Amzn Mktp Us*N21Jj6Jq3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 36.90 | Amzn Mktp Us*Pu92Q4Op3 Am - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 19.78 | Amzn Mktp Us*T740Z4T33 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 86.94 | Barnes&Noble Papersource - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 35.99 | Barnes&Noble Papersource - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 57.96 | Barnes&Noble Papersource - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 25.00 | Barnes&Noble Papersource - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 50.00 | Billing Times Publishi - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 38.77 | Billings Hardware & Servi - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 19.88 | Billings Hardware & Servi - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 90.63 | Book Outlet - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 121.84 | Bound To Stay Bound Book - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 152.30 | Bound To Stay Bound Book - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 121.84 | Bound To Stay Bound Book - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 119.40 | Canva* I03538-0209559 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 29.28 | Costco Whse #0069 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 793.54 | Demco Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 27.35 | Demco Inc - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 50.00 | Facebk *Ewl86F7Jb2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 50.00 | Facebk *Pnlfye7Jb2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 189.83 | Firehouse Subs 1876 Qsr - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 340.00 | In *Deer Creek Design - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 100.00 | In *Libraryworks, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 1,560.92 | Kb Commercial Products - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 7.20 | Laurel Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 31.14 | Laurel Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 61.00 | Mr Lock - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 78.78 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 140.00 | Ntl Cntr For Safety - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 19.83 | Otc Brands Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 32.94 | Otc Brands Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 32.00 | Paypal *Bigskybusin - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 53.00 | Paypal *Glasgowcour - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 30.00 | Paypal *Librarymark Libra - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 37.50 | Sams Club #4805 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 15.89 | Sp Moviebuffsforever - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 112.50 | Sq *Billings Best Balloon - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 600.00 | Sq *Terri Porta Fin - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 52.00 | Sq *Yellowstone County Ne - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 32.86 | Target 00001719 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 25.95 | The Daily Interlake - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 6.62 | The Mail Drop - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 13.24 | The Mail Drop - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 5.88 | Wal-Mart #1956 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 279.99 | Walmart.Com Aa - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Library | $ 37.78 | Wm Supercenter #2923 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 22.50 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 13.62 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 228.47 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 8.68 | Amazon.Com*1F6Uh25B1 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 13.78 | Amazon.Com*1V7Dl4P81 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 134.98 | Amazon.Com*Ca59D2Qk3 Amzn - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ (16.99) | Amzn Mktp Us Amzn.Com/Bil - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 45.96 | Amzn Mktp Us*1F1364Tg0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 27.99 | Amzn Mktp Us*1F1O36Av0 Am - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 14.99 | Amzn Mktp Us*1F3G26Ex1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 19.99 | Amzn Mktp Us*1F6026Tg0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 84.99 | Amzn Mktp Us*1F7Vf7Nq2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 25.99 | Amzn Mktp Us*1F7X54T72 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 25.49 | Amzn Mktp Us*1M3227Wq1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 22.98 | Amzn Mktp Us*1M52K9Ld1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 228.48 | Amzn Mktp Us*1V2Pt5Sl1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 19.99 | Billingsgazettethriftynck - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 94.48 | Facebk *Zwhqtekw42 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 99.99 | Microsoft*Store - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 161.99 | Microsoft*Store - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 42.21 | Wal-Mart #1956 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 14.18 | Wm Supercenter #1956 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | P.W. Admin | $ 15.55 | Zoom.Us 888-799-9666 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 56.55 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 51.82 | A & I Distributors - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 258.21 | A & I Distributors - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 11.35 | A And H Turf And Specialt - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 161.93 | A And H Turf And Specialt - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 25.54 | A And H Turf And Specialt - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 52.99 | Adobe Creative Cloud - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 29.99 | Adobe Stock - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 7.48 | Albertsons #0047 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 318.59 | Am Leonard - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 110.42 | Amazon.Com*1F30Y0Ul0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 48.98 | Amzn Mktp Us*1F2Bx0X82 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 29.90 | Amzn Mktp Us*1F8Ei2S80 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 79.44 | Amzn Mktp Us*1F9Ye1Vr2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 10.99 | Amzn Mktp Us*1M79G2Fq1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 1,920.20 | Amzn Mktp Us*Yu7S94163 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 244.00 | Associatio* The Nrpa C - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 103.96 | Bcy*Backcountry.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 169.56 | Billings - Tacoma Screw P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 8.00 | Billings - Tacoma Screw P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 140.37 | Billings - Tacoma Screw P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 50.67 | Billings - Tacoma Screw P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 185.98 | Billings - Tacoma Screw P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 338.42 | Billings - Tacoma Screw P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 29.98 | Billings - Tacoma Screw P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 13.33 | Billings - Tacoma Screw P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 76.94 | Billings - Tacoma Screw P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 4.29 | Billings - Tacoma Screw P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ (22.12) | Billings Construction Sup - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 19.01 | Billings Construction Sup - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 32.84 | Billings Construction Sup - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 225.14 | Billings Hardware & Servi - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 7.69 | Billings Hardware & Servi - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 153.12 | Bobcat Of Big Sky Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 40.08 | Bobcat Of Big Sky Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 30.04 | Conoco - Belgrade 4 1019 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 350.00 | Cy-Corp Trailer - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 6.54 | Dakota Supply Group - Bil - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 450.00 | Dri*Rainbird Dgtal Svc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 22.50 | Dxp Enterprises - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 31.49 | Evergreen Ace Hardware - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 47.98 | Evergreen Ace Hardware - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 312.14 | Fedex Offic16000016089 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 115.54 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 111.31 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 197.92 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 91.90 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 8.85 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 29.41 | Heights Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 13.86 | Hose And Rubber Supply Bi - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 270.36 | Hose And Rubber Supply Bi - PCard |

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|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 281.02 | Hose And Rubber Supply Bi - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 105.95 | Interstate Battery Of The - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 108.76 | Interstate Battery Of The - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 105.95 | Interstate Battery Of The - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 480.00 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 4.59 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 24.97 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 9.99 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 9.99 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 35.53 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 26.98 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 34.99 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 8.09 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 24.97 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 8.34 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 71.97 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 61.03 | Knife River 5601 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 50.39 | Knife River 5601 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 669.60 | Lamplighter Cabins & Suit - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 5.31 | Lil Market - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 100.00 | Lisacs Billingstire Sp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 130.00 | Lockwood Chiropractic Hea - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 68.02 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 26.94 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 143.30 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 72.44 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 983.76 | Lp Anderson - Point S, Dt - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 1,085.91 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 7.68 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 84.24 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 879.67 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 18.24 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 406.70 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 592.77 | Midland Implement Co - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 35.40 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 222.96 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 499.54 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 1,472.21 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 32.12 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 255.96 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 278.69 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 30.77 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 35.02 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 146.55 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 346.77 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 1,934.69 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 87.40 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 104.07 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 36.93 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 43.22 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 915.20 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 108.67 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 186.56 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 1,008.14 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 15.32 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 60.89 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 222.96 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 24.43 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 148.53 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 69.76 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 148.63 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 29.04 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 45.41 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 79.80 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 39.35 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 18.65 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ (28.39) | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 87.32 | Napa Store 3547001 - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 18.65 | Napa Store 3547004 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 278.82 | Northwest Pipe Fittings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 64.47 | Northwest Pipe Fittings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 64.47 | Northwest Pipe Fittings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 202.50 | Northwest Seed-Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 345.00 | Nrpa Conference - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 81.00 | Pacific Steel Branch #02 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 244.11 | Pacific Steel Branch #02 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 74.97 | Rdoce Bil 020112 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 449.99 | Rdoce Bil 020112 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 29.95 | Rei #198 Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 89.99 | Ross Stores #554 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 116.99 | Scheels Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 59.99 | Scheels Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 49.98 | Shiptons Big R Heights - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 113.70 | Shiptons Big R Heights - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 199.99 | Shipton'S Big R-West - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 179.85 | Shipton'S Big R-West - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 99.98 | Shipton'S Big R-West - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 288.73 | Shipton'S Big R-West - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 17.00 | Snappyduds - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 22.00 | Snappyduds - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 64.00 | Snappyduds - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 161.72 | Sq *Pc&C - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 80.00 | St Vincents Phys Network - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ (39.00) | Surveylegend Ab - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 39.00 | Surveylegend Ab - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 44.98 | Target 00001719 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 31.80 | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 25.44 | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 36.05 | Tire Rama 105 It - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 165.88 | Tire Rama 105 It - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 21.50 | Tire Rama 105 It - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 17.90 | Tire Rama 105 It - PCard |

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| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 2,062.89 | Upbeat - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 95.94 | Vermeer Mountain West, In - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 14.48 | Walmart.Com Aa - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 34.60 | West End Lock And Secur - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 31.50 | West End Lock And Secur - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 4.00 | West End Lock And Secur - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 19.00 | Yellowstone Valley Elect - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 14.99 | Zoom.Us 888-799-9666 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 125.00 | Ztl*Zee Creative - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Dist 1 | $ 64.00 | Ztl*Zee Creative - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Park Prgrms | $ 54.34 | Evergreen Ace Hardware - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 23.33 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ (23.33) | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 52.50 | 4Te*Alarm Services - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 90.00 | 4Te*Alarm Services - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 90.00 | 4Te*Alarm Services - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 105.00 | Air Controls-Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 29.95 | Amzn Mktp Us*Fg5P58D93 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 41.49 | Bobcat Of Big Sky Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 5.99 | Car Wash Systems, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 10.46 | Car Wash Systems, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 6.29 | Carquest 3103 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 144.30 | Current Components, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 144.30 | Current Components, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 144.30 | Current Components, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 144.30 | Current Components, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 262.84 | Econo Print - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 2.59 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 17.98 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 225.10 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 29.88 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 49.54 | Office Depot #450 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 200.00 | Sp Ubiquiti Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 483.23 | Sp Ubiquiti Inc. - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
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| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 483.23 | Sp Ubiquiti Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 169.81 | Sp Ubiquiti Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 270.00 | Sq *Skyline Service - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 30.00 | Sq *Skyline Service - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parking | $ 210.00 | Sq *Skyline Service - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 102.28 | A And H Turf And Specialt - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 61.98 | In *Canyon Creek Nursery - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 224.96 | In *Canyon Creek Nursery - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 128.60 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 168.83 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 267.95 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 822.81 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 90.39 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 305.71 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 417.54 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 457.85 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 328.30 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 77.51 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 163.31 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 126.00 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 594.40 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 302.35 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 457.85 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 849.25 | Northwest Pipe Fittings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 340.00 | Vermeer Mountain West, In - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 680.00 | Vermeer Mountain West, In - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 680.00 | Vermeer Mountain West, In - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 20.46 | Yellowstone Valley Elect - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 40.81 | Yellowstone Valley Elect - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 19.56 | Yellowstone Valley Elect - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 203.49 | Yellowstone Valley Elect - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 40.90 | Yellowstone Valley Elect - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Parks Maint | $ 147.25 | Yellowstone Valley Elect - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | PD Program | $ 41.88 | Name-Cheap.Com* Voeyhn - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | PD Program | $ 30.32 | Name-Cheap.Com* Zgz6Ys - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | PD Program | $ 659.91 | Target 00013334 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Phone System | $ 28.02 | Amzn Mktp Us*1F4Lh3Cy1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Phone System | $ 10.98 | Amzn Mktp Us*1V0Mp8Hz0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Phone System | $ 19.98 | Edge Construction Supp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Phone System | $ 207.91 | Graybar Electric - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Phone System | $ 36.68 | Graybar Electric - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Phone System | $ 37.99 | Graybar Electric - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 14.99 | Adobe Acropro Subs - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 2.65 | Amazon.Com*1F7Nr5Tl0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 35.99 | Amzn Mktp Us*1M2In11S1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 20.17 | Amzn Mktp Us*1M2In11S1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 12.82 | Amzn Mktp Us*1M3Gm7Xy2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 8.22 | Amzn Mktp Us*1M7Hw18Y1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 18.58 | Amzn Mktp Us*1M8Zl5El0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 3,282.00 | Granite Data Solutions - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 198.49 | Jimmy Johns - 1646 - E - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 325.00 | Montana Association Of Pl - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 325.00 | Montana Association Of Pl - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 325.00 | Montana Association Of Pl - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 140.42 | Pita Pit - 06-009-Mt E - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 15.92 | Samsclub.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 1,044.57 | Sheraton Boston Hotel - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 4.00 | The Spoke Shop - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Planning | $ 24.62 | Wm Supercenter #2923 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 45.00 | 00809 - Apcoa Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 30.00 | 72894 - Hotel Zachary - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 57.00 | 72894 - Hotel Zachary - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 57.00 | 72894 - Hotel Zachary - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 57.00 | 72894 - Hotel Zachary - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 22.00 | 72894 - Hotel Zachary - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 6.00 | 72894 - Hotel Zachary - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 57.00 | 72894 - Hotel Zachary - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 239.88 | Adobe *800-833-6687 - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
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| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 239.88 | Adobe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 239.88 | Adobe Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ (1,115.39) | Airbnb Hm3Rt4433B - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,115.39 | Airbnb Hm3Rt4433B - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 640.88 | Airbnb Hmnjtjr8Qt - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 26.98 | Albertsons #0047 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 384.99 | Amazon.Com*1M4Ze9X01 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 33.98 | Amazon.Com*365569073 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,179.16 | Amzn Mktp Us*1F2K67J10 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 180.60 | Amzn Mktp Us*1F2Wr5Hk1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 85.35 | Amzn Mktp Us*1V31Z89H2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 27.84 | Amzn Mktp Us*1V3M10262 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 157.24 | Amzn Mktp Us*1V40I21H0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 167.99 | Amzn Mktp Us*1V7Nv6071 Am - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 90.95 | Apha Edonoreduepubs - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,059.95 | B&H Photo 800-606-6969 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,142.30 | B&H Photo 800-606-6969 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,197.00 | B&H Photo 800-606-6969 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 2,114.50 | B&H Photo 800-606-6969 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 61.47 | B&H Photo 800-606-6969 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,526.37 | B&H Photo 800-606-6969 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 189.95 | B&H Photo 800-606-6969 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 112.97 | B&H Photo 800-606-6969 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 59.95 | Bates Footwear.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 18.00 | Batteries+Bulbs #0253 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 13.00 | Batteries+Bulbs #0253 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 243.45 | Batteries+Bulbs #0253 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 574.81 | Benstoegerproshop Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 64.99 | Best Buy 00005926 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 65.57 | Best Buy 00005926 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 226.48 | Best Western Premier Hel - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 235.12 | Best Western Premier Hel - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 226.48 | Best Western Premier Hel - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 25.00 | Big Sky Communications 1 - PCard |

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| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 210.00 | Big Sky Communications 1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ (239.00) | Billings Clinic Ctc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ (239.00) | Billings Clinic Ctc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 19.99 | Billingsgazettethriftynck - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 318.00 | Calibre Press - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 954.01 | Calibre Press - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,809.06 | Cdw Govt #Cg78643 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 264.19 | Charter Services - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 2.46 | Corporate Translate - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 229.30 | Costco Whse #0069 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 812.00 | Creative Monograms Smb - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 360.00 | Creative Monograms Smb - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 479.20 | Delta Air 0067804215339 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 479.20 | Delta Air 0067804215340 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 30.00 | Delta Air Baggage Fee - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,027.16 | Detectachem, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 38.75 | Dollar Tree - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 37.79 | Eb Wshna 2022-2023 In - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 63.35 | Econo Print - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 376.39 | Econo Print - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 87.37 | Efx*Infoservices - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 364.59 | Elite K9 Inc 2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 3,640.51 | Expedia 72374862404653 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 43.68 | Exxonmobil 45942067 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 35.45 | Exxonmobil 45942067 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 26.39 | Exxonmobil 45942067 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 12.18 | Exxonmobil 45942067 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 51.80 | Exxonmobil 45942067 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 15.03 | Exxonmobil 99389454 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 59.18 | Friendly'S - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,439.00 | Gw Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,683.00 | Gw Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,400.00 | Hanser Wrecker Company - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 191.26 | Hanson Chemical - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 109.56 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 144.50 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 213.28 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 134.44 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 108.06 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 136.78 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 174.73 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 394.55 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 17.99 | Harbor Freight Tools 207 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 88.47 | Holiday Inn Exp Sidney - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 530.42 | Holiday Inn Express & Su - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 530.42 | Holiday Inn Express & Su - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 530.42 | Holiday Inn Express & Su - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 409.00 | I/O Solutions, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 200.00 | Iaai - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 200.00 | Iaai - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 200.00 | Iaai - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 200.00 | Iaai - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 200.00 | Iaai - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 90.00 | Iaai - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 908.50 | Imprint.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,763.00 | Imprint.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 665.00 | In *Fileonq - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,305.00 | In *Fileonq - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 890.00 | In *Fileonq - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 495.00 | In *Gwenlin Commercial Cl - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,580.00 | In *Law Enforcement Semin - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 105.00 | Int'L Code Council Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 265.00 | Int'L Code Council Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 241.11 | Iron Mountain - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 62.36 | Iron Mountain - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,000.00 | Laurel Ford - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 947.64 | Marriott Sn Antonio Rw - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 947.64 | Marriott Sn Antonio Rw - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
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| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 947.64 | Marriott Sn Antonio Rw - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 51.28 | Mcdonald'S F24659 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 51.00 | Melaque Mexican Restaura - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 92.07 | Midwayusa Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 430.68 | Miles City Hotel & Suites - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 42.00 | Minuteman Press Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 50.00 | Minuteman Press Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 84.00 | Minuteman Press Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 100.00 | Minuteman Press Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 192.00 | Minuteman Press Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 250.00 | Montana Fire Chiefs Assoc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 125.00 | Montana Fire Chiefs Assoc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 320.00 | Montana Fire Chiefs Assoc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 125.00 | Montana Fire Chiefs Assoc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 399.00 | Montana State-Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 110.00 | National Academies Of Eme - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 65.95 | Nfpa Natl Fire Protect - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 68.45 | Nfpa Natl Fire Protect - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 219.98 | Office Depot #1080 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 745.98 | Office Depot #1080 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,139.95 | Office Depot #1080 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 61.94 | Office Depot #2135 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 21.18 | Office Depot #2135 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 44.98 | Office Depot #2135 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 145.25 | Office Depot #450 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 239.00 | Online Training - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 289.99 | Opticsplanet, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 349.99 | Opticsplanet, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 340.84 | Otc Brands  Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 144.94 | Otc Brands  Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 30.81 | Partselect.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 320.00 | Paypal *Iape - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 765.00 | Paypal *Iape - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 65.00 | Paypal *Iape Iape - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
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| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 225.00 | Paypal *Mvcia - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 225.00 | Paypal *Mvcia - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 225.00 | Paypal *Mvcia - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 17.99 | Paypal *Swiftmaps - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 700.00 | Pix4D Sa - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 20.45 | Popperts Gunsmithing - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 230.99 | Priceln*Vacation Pkg - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 465.00 | Priority Dispatch Corp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 465.00 | Priority Dispatch Corp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 465.00 | Priority Dispatch Corp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 80.50 | Sambrownshields.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 33.92 | Samsclub #4805 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 117.79 | Schnitzer Steel Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 90.00 | Security Equipment Web - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 39.90 | Silver Star Steak Company - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,164.00 | Silver Threads - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 500.00 | Sq *Moss Mansion Museum - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 80.43 | Sq *Mt Mobile Shredding - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 25.00 | Sq *The Sourdough B - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 669.50 | Sq *Trinity Tactical Cons - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 70.00 | Stax *Fisher Water - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 34.95 | Target 00013334 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 17.99 | Target 00013334 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,700.00 | Tarheel Canine Training - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 337.97 | Tessco Technologies - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 186.58 | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 75.71 | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 193.20 | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 908.96 | The Home Depot 3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 51.14 | The Ups Store 2594 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 61.04 | The Ups Store 2594 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 137.58 | The Webstaurant Store Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 106.92 | Thrifty #0076113 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 579.00 | Tritech Forensics - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
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| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 21.00 | Tst* City Brew Coffee - C - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 16.96 | Uber *Eats - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 407.43 | Uline *Ship Supplies - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 416.50 | Universal Awards - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,193.40 | Universal Awards - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 206.72 | Universal Awards - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 98.08 | Ups*Billing Center - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 43.50 | Ups*Billing Center - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 38.67 | Ups*Billing Center - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 56.44 | Ups*Billing Center - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 71.24 | Ups*Billing Center - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 13.28 | Walmart.Com Aa - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 13.28 | Walmart.Com Aa - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 13.00 | West End Lock And Secur - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 500.00 | Western Office Equipment - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 7.66 | Wm Supercenter #1956 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 97.00 | Www.Volgistics.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 23.09 | Yellowstone County Treas - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 162.59 | Yellowstone County Treas - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 215.53 | Yellowstone County Treas - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 28.00 | Yellowstone Ice And Water - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 64.69 | Zazzle Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 99.84 | Zoom.Us 888-799-9666 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Public Safety | $ 1,130.00 | Ztl*Zee Creative - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ (60.01) | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 164.74 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 169.40 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 154.42 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 179.21 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 179.21 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 326.82 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 348.43 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 173.70 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 210.71 | Alsco Inc. - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
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| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 214.65 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 324.56 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 17.51 | Awg 3575 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 109.59 | Billings Construction Sup - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 116.59 | Billings Construction Sup - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 247.36 | Cintas Corp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 335.28 | Cintas Corp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 9.75 | City Of Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 7.00 | Co Billings Park2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 8.00 | Co Billings Park2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 49.98 | Conoco - Billings 4 1044 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 1,247.17 | Fastenal Company 01Mtbll - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 350.90 | Fastenal Company 01Mtbll - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 120.82 | Fastenal Company 01Mtbll - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 59.00 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 161.32 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 138.61 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 64.38 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 121.00 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 11.35 | Hose And Rubber Supply Bi - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 38.33 | Hose And Rubber Supply Bi - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 660.00 | In *Action Pest Control - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 302.85 | Interstate Battery Of The - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 10.36 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 10.78 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 82.66 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 24.97 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 129.36 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 135.44 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 114.38 | Mac Tools - Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 103.50 | Marketing Specialtites - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 31.87 | Rdoce Bil 020112 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 10.99 | Rdoce Bil 020112 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 61.96 | Rdoce Bil 020112 - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
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| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 80.34 | The Home Depot 3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Solid Waste | $ 83.64 | Walmart.Com Aa - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 18.98 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 323.79 | Amazon.Com*1M3T65Eu0 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 29.08 | Amazon.Com*1M3T65Eu0 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 46.90 | Amzn Mktp Us*1M5L73N10 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 147.36 | Amzn Mktp Us*1X4Ko41B3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 300.00 | Amzn Mktp Us*9X5Hb4Bl3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 116.00 | Amzn Mktp Us*Nj44J2Id3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 63.89 | Awg 3575 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 218.21 | City Of Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 189.16 | Ferguson Ent 2006 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 61.51 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 110.00 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 25.98 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 2.85 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 14.99 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 51.98 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 11.98 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 18.87 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 48.58 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 56.96 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 70.70 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 49.94 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 38.94 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 916.92 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 71.34 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 76.99 | Shipton'S Big R-West - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Street/Traffic | $ 165.23 | Yellowstone Valley Elect - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 88.37 | Aaim - Services - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 29.99 | Adobe Creative Cloud - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 100.00 | Air Controls-Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 131.55 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 92.05 | Alsco Inc. - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 90.50 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 402.10 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ (114.99) | Amz*Shsea - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 17.66 | Amzn Mktp Us*1F7Dv6Aq1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 13.99 | Amzn Mktp Us*1M9Og8Bm0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 5.42 | Amzn Mktp Us*1V09R08R0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 77.99 | Amzn Mktp Us*1V09R08R0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 11.95 | Amzn Mktp Us*Bu1He3Yw3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 114.99 | Amzn Mktp Us*L48Kz2003 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 39.42 | Awg 3575 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 39.42 | Awg 3575 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 133.20 | Don Brown Bus Sales Inc P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 13.56 | Don Brown Bus Sales Inc P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 39.89 | Exxonmobil 45944386 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 30.26 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 31.71 | Fisher'S Technology - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 86.80 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 221.88 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 7.06 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 18.24 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 38.23 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 304.24 | Hampton Inn Great Falls - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 304.24 | Hampton Inn Great Falls - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 304.24 | Hampton Inn Great Falls - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 375.00 | In *Cotter'S Sewer, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 120.00 | Indeed - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 300.38 | Industrial Bolt & Supply - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 10.13 | Industrial Bolt & Supply - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 138.04 | Lakeland Automall Fs - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ (28.20) | Lakeland Automall Fs - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 28.20 | Lakeland Automall Fs - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ (138.04) | Lakeland Automall Fs - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 1,945.80 | Lee Montana Newspapers - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 196.54 | Lowes #00319* - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 252.77 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 13.49 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 5.46 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 4.50 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 12.46 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 33.52 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 82.28 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 4.80 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 11.60 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 52.66 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 4.80 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 16.14 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 639.99 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 27.86 | Napa Store 3547001 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 450.00 | Noregon Systems - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 16.99 | Office Depot #450 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 431.04 | Power Service Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 23.93 | Power Service Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 710.78 | Safety Kleen Systems - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 384.00 | Smk*Surveymonkey.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 79.60 | Sq *Transitional Marketin - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 555.00 | Sq *Transitional Marketin - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 48.25 | Stencilsonline - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 222.10 | Stopsignsandmore - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ (34.85) | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 25.04 | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 34.85 | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 407.00 | Vandal Stop Products - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 39.46 | Wal-Mart #2923 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Transit | $ 15.55 | Zoom.Us 888-799-9666 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 46.45 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ (11.23) | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 213.79 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 160.05 | 360 Office Solutions Inc - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 166.01 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 129.14 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 24.99 | A And H Turf And Specialt - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 14.99 | Adobe Acropro Subs - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 275.54 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 221.54 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 16.34 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 51.49 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 51.49 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 16.34 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 17.50 | American Red Cross - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 27.54 | Amzn Mktp Us*1F9H06Dt1 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 12.21 | Amzn Mktp Us*1M6Rt6Zw0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 20.99 | Amzn Mktp Us*1V5Fa4Mr2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 225.89 | Amzn Mktp Us*Dc6Z92Mt3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 68.96 | Amzn Mktp Us*Eh1Bo2I83 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 199.50 | Applied Ind Tech 2422 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 86.94 | Awg 3575 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 313.92 | Awg 3575 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 667.29 | Awg 3575 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 3,449.00 | B&H Photo 800-606-6969 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 36.00 | Batteries+Bulbs #0253 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 240.00 | Big Sky Cpr Training - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 82.80 | Billings Construction Sup - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 6.64 | Carquest 3103 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 15.00 | Cenex Zip Trip09905753 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 1,000.00 | City Of Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 54.21 | City Of Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 493.22 | City Of Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 184.26 | City Of Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 33.88 | City Of Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 1.02 | Conoco - Billings 1 1038 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 19.03 | Costco Whse #0069 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 3.00 | Costco Whse #0069 - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 27.18 | Costco Whse #0069 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 46.56 | Ctdusa - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 19.14 | Econo Print - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 80.00 | Edge Construction Supp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 16.85 | Edge Construction Supp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 251.34 | Edge Construction Supp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 15.75 | Elkay Sales Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 76.00 | Ereplacementparts.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 112.43 | Evergreen Ace Hardware - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 88.18 | Fastenal Company 01Mtbll - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 306.99 | Fedex 277158796950 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 262.42 | Ferguson Ent #1342 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 35.63 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 298.13 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 84.80 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 94.98 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 162.10 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 254.19 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 609.50 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 81.70 | Hanson Chemical - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 4.00 | Harbor Freight Tools 207 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 99.94 | Heights Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 28.97 | Heights Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 169.27 | Instrument & Supply West - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 212.50 | Isa Montana Section - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 25.19 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 38.86 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 50.96 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 12.60 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 59.79 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 13.48 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 271.60 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 344.64 | Midland Scientific - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 80.88 | Midland Scientific - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 316.44 | Midland Scientific - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 75.88 | Midland Scientific - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 245.78 | Midland Scientific - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 732.48 | Midland Scientific - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 522.11 | Midland Scientific - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 60.93 | Midland Scientific - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 499.26 | Midland Scientific - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 462.81 | Midland Scientific Inc - - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 64.38 | Midland Scientific Inc - - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 340.40 | Montana Masonry Supply In - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 42.00 | Norco Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 50.93 | Northwest Industrial Supp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 50.44 | Office Depot #2135 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 147.87 | Office Depot #2135 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 151.20 | P & F Distributors - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 559.90 | Pp*Genuinemark - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 359.90 | Pp*Genuinemark - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 914.39 | Provantage - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 51.39 | Purvis Industries 68 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 40.01 | Purvis Industries 68 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 60.00 | Pzg**Mt Dli Ebiz - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 718.47 | Sherwin Williams 703203 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 256.97 | Sherwin Williams 703203 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 207.17 | Shiptons Big R Heights - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 59.23 | Sp Freshwatersystems - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 61.66 | Sp Freshwatersystems - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 0.61 | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 188.55 | Vermeer Mountain West, In - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 29.99 | Webroot Software, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 3.75 | Western Office Equipment - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 1,057.50 | Www.Superbrightleds.Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Wastewater | $ 16.00 | Yellowstone Ice & Watercp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 139.35 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 43.04 | 360 Office Solutions Inc - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 258.27 | 360 Office Solutions Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 1.99 | Albertsons #0047 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 332.32 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 154.47 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 154.47 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 329.26 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 413.31 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 182.94 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 182.94 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 49.02 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 329.26 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 49.02 | Alsco Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 165.79 | Amazon.Com*1F7Gj8761 Amzn - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 17.50 | American Red Cross - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 199.45 | Amzn Mktp Us*1F1Ga4Ud2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 12.20 | Amzn Mktp Us*1M6Rt6Zw0 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 51.94 | Amzn Mktp Us*1V2C42U71 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 6.99 | Amzn Mktp Us*1V5Fa4Mr2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 41.97 | Amzn Mktp Us*1V5Fa4Mr2 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 13.98 | Amzn Mktp Us*Ek97G40E3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 14.99 | Amzn Mktp Us*Gu3Wb4Dz3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 44.99 | Amzn Mktp Us*J911X6Rc3 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 29.99 | Apple.Com/Bill - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 550.39 | Applied Ind Tech 2422 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 313.91 | Awg 3575 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 240.00 | Big Sky Cpr Training - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 84.30 | Billings - Tacoma Screw P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 520.41 | Billings - Tacoma Screw P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 2.65 | Billings - Tacoma Screw P - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 82.94 | Bloedorn Lumber Co- Bi - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 24.00 | Burger King #5165 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 160.28 | C&B Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 123.04 | C&B Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 96.24 | C&B Billings - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 6.65 | Carquest 3103 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 15.00 | Cenex Zip Trip09905753 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 101.66 | City Of Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 40.64 | City Of Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 81.32 | City Of Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 135.53 | City Of Billings - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 184.10 | Compliance Signs - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 1.03 | Conoco - Billings 1 1038 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 40.78 | Costco Whse #0069 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 57.11 | Costco Whse #0069 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 8.99 | Costco Whse #0069 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 605.31 | Cpi*Coleparmerinstrumt - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 69.83 | Ctdusa - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 990.23 | Dkc*Digi Key Corp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 990.23 | Dkc*Digi Key Corp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 66.00 | Dxp Enterprises - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 63.34 | Econo Print - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 28.70 | Econo Print - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 25.27 | Edge Construction Supp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 47.25 | Elkay Sales Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 114.00 | Ereplacementparts.Com - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 2.59 | Evergreen Ace Hardware - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 3,510.25 | Galco Industrial Electro - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 2,781.24 | Galco Industrial Electro - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 464.46 | Galco Industrial Electro - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 729.01 | Galco Industrial Electro - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ (172.32) | Ge Analytical Instrument - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ (100.68) | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 123.75 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 53.44 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 14.09 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 65.16 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 100.68 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 255.36 | Grainger - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 109.92 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 29.04 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 416.14 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 149.00 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 130.32 | Grainger - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 800.48 | Hach Company - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 5.99 | Harbor Freight Tools 207 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 38.99 | Heights Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 16.52 | Hose And Rubber Supply Bi - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 141.00 | Hose And Rubber Supply Bi - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 211.97 | Idexx Distribution Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 598.23 | Industrial Coating Soluti - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 212.50 | Isa Montana Section - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 825.00 | Isa Montana Section - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 58.29 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 83.97 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 37.79 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 13.48 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 16.16 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 89.69 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 15.96 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 18.89 | Kings Ace Hdwe - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 407.40 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 289.00 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 52.44 | Lowes #00319* - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 91.80 | Midland Implement Co - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 510.60 | Montana Masonry Supply In - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 1,043.78 | Motion Industries Mt01 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 76.40 | Northwest Industrial Supp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 331.88 | Northwest Scientific Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 67.77 | Northwest Scientific Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 129.05 | Northwest Scientific Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 50.43 | Office Depot #2135 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 164.94 | Office Depot #450 - PCard |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 226.80 | P & F Distributors - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 100.00 | Paypal *Geoworksint - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 186.30 | Peak Trading Corp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 150.00 | Peak Trading Corp - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 5.00 | Purvis Industries 68 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 280.00 | Pzg**Mt Dept Environ Q - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 90.00 | Pzg**Mt Dli Ebiz - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 26.60 | Selby'S - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 263.87 | Sherwin Williams 703203 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 209.70 | Sq *Montana Seals And Pac - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 745.00 | Staking University - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 169.30 | Sunshine Sports Aardvark - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 0.92 | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ (22.07) | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 10.43 | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 13.37 | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 22.07 | The Home Depot #3101 - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 10.80 | Tvetene Turf Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 8.10 | Tvetene Turf Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 32.40 | Tvetene Turf Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 8.10 | Tvetene Turf Inc - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 349.10 | Vermeer Mountain West, In - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 69.82 | Vermeer Mountain West, In - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 30.00 | Webroot Software, Inc. - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 11.25 | Western Office Equipment - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 299.00 | Yourmember-Careers - PCard |
| 10/03/2022 | ACH | U.S. Bank PCards | Water | $ 15.55 | Zoom.Us 888-799-9666 - PCard |
| 10/03/2022 | 855992 | Vector Solutions | EOC 911 | $ 8,134.20 | 2023 RENEWAL: CHECKIT FOR FIRE VEHICLES |
| 10/03/2022 | 855992 | Vector Solutions | Public Safety | $ 39,783.28 | 2024 RENEWAL: CHECKIT FOR FIRE VEHICLES |
| 10/03/2022 | 855993 | Vertiv Corporation | IT Resources | $ 6,333.45 | SEALED BATTERIES |
| 10/03/2022 | 855997 | Western Municipal Const | Wastewater | $ 436,940.60 | WO 22-10 Alkali Cr Water & Sewer Extension; Payment 5 |
| 10/03/2022 | 855997 | Western Municipal Const | Water | $ 179,084.08 | WO 22-10 Alkali Cr Water & Sewer Extension; Payment 5 |
| 10/03/2022 | 856003 | Yellowstone Electric | Airport | $ 4,690.10 | Invoice #3031. Parking Booths |
| 10/03/2022 | 856003 | Yellowstone Electric | EOC 911 | $ 3,649.98 | 911 CENTER: REPL'D UPS BATTERIES, BASEMENT, FIRE STATION #1 |

City Council Regular

| | |
|---|---|
| **Date:** | 11/14/2022 |
| **Title:** | Payment of Claims for week of October 10, 2022 |
| **Presented by:** | Andy Zoeller, Finance Director |
| **Department:** | Finance |
| **Presentation:** | No |
| **Legal Review** | Not Applicable |

## RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $2,223,991.62 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 10102022

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/10/2022 | 856006 | Ace Electric | Park Dist 1 | $ 4,560.00 | WO 22-09 Replacement of Existing Overhead Service |
| 10/10/2022 | 856006 | Ace Electric | Wastewater | $ 144.37 | 2022 Q4 Maint |
| 10/10/2022 | 856006 | Ace Electric | Water | $ 433.13 | 2022 Q4 Maint |
| 10/10/2022 | 856008 | ADK Consulting | Airport | $ 13,300.00 | Inv. 7012 |
| 10/10/2022 | 856011 | Agissar Corp | P.W. Admin | $ 4,829.00 | Annual Main Agreement RV-010.11-19-2022 |
| 10/10/2022 | 856016 | Allstream Business | Phone System | $ 2,538.65 | Main Bill New Account # 330046 -IT |
| 10/10/2022 | 856016 | Allstream Business | Phone System | $ 79.95 | Main Bill New Account # 330046 -IT |
| 10/10/2022 | 856018 | Altitude Signal | Street/Traffic | $ 11,225.00 | replacement of cabinet after wicks and lake elmo accident |
| 10/10/2022 | 856021 | Aquatic Renovations | Park Dist 1 | $ 74,119.81 | final payment-PVC liner at Rose Park Pool |
| 10/10/2022 | 856023 | Auto Trim Design | Building | $ 1,663.60 | 9035796.01 |
| 10/10/2022 | 856023 | Auto Trim Design | Building | $ 1,663.60 | 9035801.01 |
| 10/10/2022 | 856024 | Bailey Nurseries | Park Dist 1 | $ 8,242.20 | trees for parks - 0659294 |
| 10/10/2022 | 856028 | Bcs Scrip | City Ins Fund | $ 13,100.00 | 3rd Quarter Annual Wellness Gift cards 9-2022 |
| 10/10/2022 | 856031 | Blgs Carpet Cleaning | Property Ins | $ 9,345.34 | City/County Dispatch property damage |
| 10/10/2022 | 856032 | Blgs Community Cable | General | $ 49,172.50 | Quarterly Disbursement Channel 7 |
| 10/10/2022 | 856033 | Blgs Const Supply | Park Dist 1 | $ 147.30 | toilet rental -4279 |
| 10/10/2022 | 856033 | Blgs Const Supply | Solid Waste | $ 34.98 | 13702 |
| 10/10/2022 | 856033 | Blgs Const Supply | Street/Traffic | $ 160.00 | 6ft handle paddle stop/slow |
| 10/10/2022 | 856033 | Blgs Const Supply | Street/Traffic | $ 106.03 | toilet rental at airport property |
| 10/10/2022 | 856033 | Blgs Const Supply | Wastewater | $ 106.03 | Rod & Gun Club Toilet Rental |
| 10/10/2022 | 856033 | Blgs Const Supply | Wastewater | $ 3,248.00 | Traffic Control 1st Ave N & 23rd St |
| 10/10/2022 | 856033 | Blgs Const Supply | Water | $ 825.00 | Traffice Control for 1st Ave n & N 19th |
| 10/10/2022 | 856034 | Blgs Industrial Rev Dist | Tax Incrmnt E | $ 34,987.00 | FY2023 EBBURD Annual Operating Agreement |
| 10/10/2022 | 856037 | Boys & Girls Club | CDBG | $ 140,000.00 | CDBG-CV Grant / Public Facility Improvement Project |
| 10/10/2022 | 856041 | Business Tax Section | Facilities | $ 1,615.28 | Library Application #1 |
| 10/10/2022 | 856041 | Business Tax Section | Facilities | $ 463.34 | Library oculus hail damage repair - ETFE skylight |
| 10/10/2022 | 856041 | Business Tax Section | Park Dist 1 | $ 748.69 | PVC liner at Rose Park Pool-Aquatic Renovation Systems |
| 10/10/2022 | 856041 | Business Tax Section | Parking | $ 393.44 | P2 South Elevator repairs |
| 10/10/2022 | 856041 | Business Tax Section | Solid Waste | $ 1,056.66 | WO 20-41 Landfill Gas Collection System Lift One; Payment 3 |
| 10/10/2022 | 856041 | Business Tax Section | Storm Sewer | $ 310.46 | WO 22-25 CCTV City Storm Drain |
| 10/10/2022 | 856041 | Business Tax Section | Wastewater | $ 4,122.33 | WO 22-01 Water and Sewer Main Replacement; Payment 4 |
| 10/10/2022 | 856041 | Business Tax Section | Wastewater | $ 343.39 | WO 2217 Primary Digester Cleaning; Retainage Release |
| 10/10/2022 | 856041 | Business Tax Section | Water | $ 25.00 | Staples Pump Station 6M Valve Pit Cleaning and Painting |
| 10/10/2022 | 856049 | Charter Communication | Phone System | $ 1,555.51 | Fiber at 210 N 27th |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/10/2022 | 856049 | Charter Communication | Phone System | $ 701.37 | Fiber to 1705 Monad Road |
| 10/10/2022 | 856049 | Charter Communication | Phone System | $ 1,380.88 | Fiber to 4848 Midland Road |
| 10/10/2022 | 856055 | Cop Construction | Wastewater | $ 408,110.77 | WO 22-01 Water and Sewer Main Replacement; Payment 4 |
| 10/10/2022 | 856061 | Cubic Corp& Subsidiaries | Transit | $ 1,402.25 | Monthly Transaction Fees September 2022 |
| 10/10/2022 | 856061 | Cubic Corp& Subsidiaries | Transit | $ 8,000.00 | MET-12. Bus Pass Smart Cards |
| 10/10/2022 | 856063 | Cy-Corp | Street/Traffic | $ 18,900.00 | 20,000 lb tilt bed trailer |
| 10/10/2022 | 856064 | Daggett Control | Wastewater | $ 4,999.00 | gas equipment service for Primary Digest |
| 10/10/2022 | 856065 | Dakota Supply Group | Wastewater | $ 4,740.59 | PARTS FOR MOUNTAIN VIEW |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ 500.40 | 1" BRASS RANGER COUPLING NL |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ 30.20 | 1-1/4" STIFFNERS - CTS PE INSERTS SS |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ 761.23 | 12 X 8 CROSS. 19TH ST |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ 52.38 | 2" T113 BRASS GATE VALVE |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ 83.38 | 3/4" STIFFENERS - CTS PE INSERTS SS |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ (1,467.40) | CREDIT. PIPE |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ (812.49) | CREDIT. RETURN PARTS |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ 193.91 | curb stop, adapter |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ 529.80 | HYDRANT PARTS |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ 167.05 | INVENTORY PARTS |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ 34.38 | INVENTORY PARTS |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ 128.00 | INVENTORY. |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ 239.25 | INVENTORY. |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ 1,335.05 | WATER REPAIR PARTS |
| 10/10/2022 | 856065 | Dakota Supply Group | Water | $ 302.00 | water valve keys |
| 10/10/2022 | 856066 | Dana Safety Supply | Public Safety | $ 109.00 | 811160 |
| 10/10/2022 | 856066 | Dana Safety Supply | Public Safety | $ 5,518.00 | 811179 |
| 10/10/2022 | 856066 | Dana Safety Supply | Public Safety | $ 5,518.00 | 811180 |
| 10/10/2022 | 856066 | Dana Safety Supply | Public Safety | $ 7,354.00 | 811181 |
| 10/10/2022 | 856067 | Dell Computer L P | General | $ 437.17 | 2-24" monitors and sound bar- Karla Stanton |
| 10/10/2022 | 856067 | Dell Computer L P | Public Safety | $ 2,667.38 | Optiplex 5000 -i7, 16GB, 512 GB, Qty. 5 Optiplex 5000-i5, 16GB, 512GB |
| 10/10/2022 | 856067 | Dell Computer L P | Public Safety | $ 5,205.81 | Optiplex 5000 -i7, 16GB, 512 GB, Qty. 5 Optiplex 5000-i5, 16GB, 512GB |
| 10/10/2022 | 856067 | Dell Computer L P | Water | $ 3,720.85 | Replacement TRP Computer FY23 |
| 10/10/2022 | 856071 | DOWL | Storm Sewer | $ 23,094.65 | WO 20-24 West End Storm System Improvements; Payment 16 |
| 10/10/2022 | 856075 | Firemaster Mt Region | Wastewater | $ 2,033.50 | Annual maint per unit, service for extin |
| 10/10/2022 | 856075 | Firemaster Mt Region | Wastewater | $ 17.20 | fire extinguisher recharge |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/10/2022 | 856075 | Firemaster Mt Region | Water | $ 1,897.75 | annual inspections |
| 10/10/2022 | 856075 | Firemaster Mt Region | Water | $ 25.80 | fire extinguisher recharge |
| 10/10/2022 | 856077 | Fisher Sand & Gravel | Street/Traffic | $ 8,787.13 | asphalt |
| 10/10/2022 | 856077 | Fisher Sand & Gravel | Street/Traffic | $ 135.30 | asphalt |
| 10/10/2022 | 856077 | Fisher Sand & Gravel | Street/Traffic | $ 186.96 | asphalt |
| 10/10/2022 | 856077 | Fisher Sand & Gravel | Street/Traffic | $ 8,721.94 | asphalt |
| 10/10/2022 | 856077 | Fisher Sand & Gravel | Street/Traffic | $ 480.00 | concrete for grandview and n30th |
| 10/10/2022 | 856077 | Fisher Sand & Gravel | Street/Traffic | $ 1,631.88 | concrete for 2323 2nd ave north |
| 10/10/2022 | 856077 | Fisher Sand & Gravel | Street/Traffic | $ 394.83 | asphalt |
| 10/10/2022 | 856077 | Fisher Sand & Gravel | Street/Traffic | $ 4,240.43 | asphalt |
| 10/10/2022 | 856077 | Fisher Sand & Gravel | Street/Traffic | $ 3,510.42 | asphalt |
| 10/10/2022 | 856077 | Fisher Sand & Gravel | Street/Traffic | $ 11,442.70 | asphalt |
| 10/10/2022 | 856079 | Grainger Parts | Wastewater | $ 19.57 | mechanical pencil/office supplies |
| 10/10/2022 | 856079 | Grainger Parts | Wastewater | $ 24.19 | Notebook, office supplies for record kee |
| 10/10/2022 | 856079 | Grainger Parts | Wastewater | $ 122.58 | notepad, rollerball pens, office supplie |
| 10/10/2022 | 856079 | Grainger Parts | Wastewater | $ 126.20 | Wie stripper, Ratchete Faceshield assemb |
| 10/10/2022 | 856079 | Grainger Parts | Wastewater | $ 16.56 | Wire Wheel Brush for welding |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 6.73 | Combo Wrench |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 529.17 | cord reel 50 ft |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 9.57 | Drill Bit |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 40.24 | elec tape white |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 10.14 | elec trape for electrical work/splicing |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 366.88 | Electrical Tape |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 72.68 | EMERY CLOTH 1" X 50 - 80 GRIT 0901006 |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 9.27 | hammer masonry drill |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 1,297.63 | Line Interactive for WTP |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 118.80 | Patch cord for radio work |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 141.00 | patch cord for radio work |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 709.68 | Strut channel fitting, sliver, for radio |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 372.50 | welding screen Frame and Welding Screen |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 126.19 | Wie stripper, Ratchete Faceshield assemb |
| 10/10/2022 | 856079 | Grainger Parts | Water | $ 1,130.38 | Wire for Electrical shop |
| 10/10/2022 | 856080 | Granite Peak Analytic | City Ins Fund | $ 4,995.00 | Consulting for RFP Service |
| 10/10/2022 | 856088 | Hanson Chemical | Street/Traffic | $ 2,762.28 | orange tough clean 55 gal drum to clean trucks |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/10/2022 | 856088 | Hanson Chemical | Water | $ 77.60 | FOAM HAND SOAP - SYMMETRY GREEN CERTIFIED |
| 10/10/2022 | 856088 | Hanson Chemical | Water | $ 67.10 | MLD TOILET BOWL CLEANER |
| 10/10/2022 | 856088 | Hanson Chemical | Water | $ 107.04 | ROLLED PAPER TOWELS |
| 10/10/2022 | 856088 | Hanson Chemical | Water | $ 223.20 | TURN TOWEL WHITE 8" |
| 10/10/2022 | 856088 | Hanson Chemical | Water | $ 9.95 | WHITE BAR RAGS |
| 10/10/2022 | 856090 | Hawkins | General | $ 400.32 | chemicals for pools - 6253663 |
| 10/10/2022 | 856090 | Hawkins | Water | $ 29,901.56 | AQUA HAWK COAGULANT |
| 10/10/2022 | 856090 | Hawkins | Water | $ 3,090.97 | sodium hypochlorite for Staples Pump Sta |
| 10/10/2022 | 856096 | Iaff | Payroll Clearing | $ 5,063.88 | Payroll Summary |
| 10/10/2022 | 856102 | Jane Waggoner Deschner | Library | $ 2,756.25 | 2/2022 - 9/2022 design and editing |
| 10/10/2022 | 856102 | Jane Waggoner Deschner | Library | $ 682.50 | 2/2022 - 9/2022 print and digital ads |
| 10/10/2022 | 856106 | Johnson Laffen Galloway | GO Const | $ 77,007.55 | Inv. 21379-10 |
| 10/10/2022 | 856112 | KLE Construction | Solid Waste | $ 104,608.89 | WO 20-41 Landfill Gas Collection System Lift One; Payment 3 |
| 10/10/2022 | 856113 | Knife River | Wastewater | $ 9,826.02 | 5000 tons 3/4" Road Material & 500 Tons 1" bedding gravel + shipping |
| 10/10/2022 | 856113 | Knife River | Wastewater | $ 4,416.07 | 5001 tons 3/4" Road Material & 500 Tons 1" bedding gravel + shipping |
| 10/10/2022 | 856113 | Knife River | Wastewater | $ 8,506.16 | 5002 tons 3/4" Road Material & 500 Tons 1" bedding gravel + shipping |
| 10/10/2022 | 856113 | Knife River | Water | $ 14,739.04 | 5003 tons 3/4" Road Material & 500 Tons 1" bedding gravel + shipping |
| 10/10/2022 | 856113 | Knife River | Water | $ 6,624.11 | 5004 tons 3/4" Road Material & 500 Tons 1" bedding gravel + shipping |
| 10/10/2022 | 856113 | Knife River | Water | $ 12,759.24 | 5005 tons 3/4" Road Material & 500 Tons 1" bedding gravel + shipping |
| 10/10/2022 | 856119 | L P Anderson Tire | Public Safety | $ 68.00 | 1991658 |
| 10/10/2022 | 856119 | L P Anderson Tire | Public Safety | $ 454.20 | 1992398 |
| 10/10/2022 | 856119 | L P Anderson Tire | Street/Traffic | $ 37.50 | 1991746 |
| 10/10/2022 | 856119 | L P Anderson Tire | Street/Traffic | $ 212.98 | 1992017 |
| 10/10/2022 | 856119 | L P Anderson Tire | Street/Traffic | $ 168.95 | 1992211 |
| 10/10/2022 | 856119 | L P Anderson Tire | Street/Traffic | $ 37.50 | 1992376 |
| 10/10/2022 | 856119 | L P Anderson Tire | Street/Traffic | $ 64.00 | 1992601 |
| 10/10/2022 | 856119 | L P Anderson Tire | Street/Traffic | $ 129.00 | 1992757 |
| 10/10/2022 | 856119 | L P Anderson Tire | Street/Traffic | $ 25.00 | 1993961 |
| 10/10/2022 | 856119 | L P Anderson Tire | Street/Traffic | $ 87.50 | 1995396 |
| 10/10/2022 | 856119 | L P Anderson Tire | Wastewater | $ 826.44 | NONSTOCKING ITEMS-P.U.D. |
| 10/10/2022 | 856119 | L P Anderson Tire | Water | $ 564.54 | 1994101 |
| 10/10/2022 | 856132 | MT Controls | Water | $ 2,995.00 | DP Cells |
| 10/10/2022 | 856133 | MT CSED | Payroll Clearing | $ 4,550.62 | Payroll Summary |
| 10/10/2022 | 856134 | MT Dakota Utilities | Fleet | $ 6,553.43 | 092122 PO NUM 315131 |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/10/2022 | 856136 | MFPE | Payroll Clearing | $ 2,758.02 | Payroll Summary |
| 10/10/2022 | 856138 | MT League-Cities & Towns | Wastewater | $ 2,584.72 | Upper Missouri Intervention |
| 10/10/2022 | 856140 | MT Municipal Interlocal | Property Ins | $ 38,319.48 | September Liability Self Insurance Payments |
| 10/10/2022 | 856141 | MT Peterbilt | Fleet | $ 208.20 | 54850B PO NUM 315156 |
| 10/10/2022 | 856141 | MT Peterbilt | Public Safety | $ 173.34 | 53973B |
| 10/10/2022 | 856141 | MT Peterbilt | Solid Waste | $ 134.08 | 53654B |
| 10/10/2022 | 856141 | MT Peterbilt | Solid Waste | $ 228.25 | 53876B |
| 10/10/2022 | 856141 | MT Peterbilt | Solid Waste | $ 702.14 | 53887B |
| 10/10/2022 | 856141 | MT Peterbilt | Solid Waste | $ 53.92 | 53912B |
| 10/10/2022 | 856141 | MT Peterbilt | Solid Waste | $ 37.92 | 54048B |
| 10/10/2022 | 856141 | MT Peterbilt | Solid Waste | $ 3,018.43 | 54292B |
| 10/10/2022 | 856141 | MT Peterbilt | Solid Waste | $ 108.14 | 54761B |
| 10/10/2022 | 856141 | MT Peterbilt | Solid Waste | $ 51.18 | 54777B |
| 10/10/2022 | 856141 | MT Peterbilt | Solid Waste | $ (450.00) | CM54292B |
| 10/10/2022 | 856143 | MT State Firemen | Payroll Clearing | $ 4,620.39 | Payroll Summary |
| 10/10/2022 | 856144 | Motorola Solution | Public Safety | $ 10,185.00 | 4RE/V300 Bundle panoramic |
| 10/10/2022 | 856144 | Motorola Solution | Public Safety | $ 46,875.00 | 4RE/V300 Bundle panoramic |
| 10/10/2022 | 856144 | Motorola Solution | Public Safety | $ - | brkt 4rd disp/bwcbase cameramntvisor |
| 10/10/2022 | 856144 | Motorola Solution | Public Safety | $ - | Evidence Library 4RE Annual Device License and Support Fee |
| 10/10/2022 | 856144 | Motorola Solution | Public Safety | $ - | Evidence Library, vista/V300 Annual Device License and support Fee |
| 10/10/2022 | 856144 | Motorola Solution | Public Safety | $ 2,400.00 | Mikrotik conf wifi kit, drill mount |
| 10/10/2022 | 856144 | Motorola Solution | Public Safety | $ 150.00 | MIKROTIK ROUTER PRO5GB 4 PORT W/POE |
| 10/10/2022 | 856144 | Motorola Solution | Public Safety | $ 750.00 | MIKROTIK WIFI KIT SECTOR AP |
| 10/10/2022 | 856144 | Motorola Solution | Public Safety | $ 2,340.00 | Motorola 8281473966, annual device license |
| 10/10/2022 | 856144 | Motorola Solution | Public Safety | $ 14,178.75 | V300 Body worn camera |
| 10/10/2022 | 856144 | Motorola Solution | Public Safety | $ 2,725.00 | V300 IN-CAR WIFI BASE BUNDLE FOR 4RE |
| 10/10/2022 | 856144 | Motorola Solution | Public Safety | $ 345.00 | VISTA CENTER MOUNT, MAGNETIC |
| 10/10/2022 | 856144 | Motorola Solution | Public Safety | $ 200.00 | VISTAHDMOLLEVESTADAPTERC LIP W/3MMPOSTSV2 |
| 10/10/2022 | 856145 | MP Enviro Service | Wastewater | $ 33,995.60 | WO 22-17 Primary Digester Cleaning; Retainage Release |
| 10/10/2022 | 856146 | MPPA | Payroll Clearing | $ 3,908.80 | Payroll Summary |
| 10/10/2022 | 856147 | Napa Auto Parts | Fleet | $ 32.43 | 424015 |
| 10/10/2022 | 856147 | Napa Auto Parts | Fleet | $ 24.32 | 425351 |
| 10/10/2022 | 856147 | Napa Auto Parts | Fleet | $ 9.97 | 424863 PO NUM 315137 |
| 10/10/2022 | 856147 | Napa Auto Parts | Fleet | $ 608.42 | 424863 PO NUM 315137 |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/10/2022 | 856147 | Napa Auto Parts | Fleet | $ 56.84 | 425007 PO NUM 315137 |
| 10/10/2022 | 856147 | Napa Auto Parts | Fleet | $ 248.40 | 425351 PO NUM 315137 |
| 10/10/2022 | 856147 | Napa Auto Parts | Fleet | $ 55.70 | 425461 PO NUM 315137 |
| 10/10/2022 | 856147 | Napa Auto Parts | General | $ 2.58 | 423639 |
| 10/10/2022 | 856147 | Napa Auto Parts | General | $ 8.00 | 424885 |
| 10/10/2022 | 856147 | Napa Auto Parts | General | $ 353.46 | 425449 |
| 10/10/2022 | 856147 | Napa Auto Parts | General | $ 85.80 | 425509 |
| 10/10/2022 | 856147 | Napa Auto Parts | General | $ (72.70) | 425790 |
| 10/10/2022 | 856147 | Napa Auto Parts | Parking | $ 140.55 | 422356 |
| 10/10/2022 | 856147 | Napa Auto Parts | Parking | $ 23.10 | 423803 |
| 10/10/2022 | 856147 | Napa Auto Parts | Public Safety | $ 11.21 | 422130 |
| 10/10/2022 | 856147 | Napa Auto Parts | Public Safety | $ 82.33 | FIRE 1 - NTH GAUGE |
| 10/10/2022 | 856147 | Napa Auto Parts | Solid Waste | $ 242.18 | 422306 |
| 10/10/2022 | 856147 | Napa Auto Parts | Solid Waste | $ 26.22 | 424954 |
| 10/10/2022 | 856147 | Napa Auto Parts | Solid Waste | $ 26.22 | 424955 |
| 10/10/2022 | 856147 | Napa Auto Parts | Solid Waste | $ 51.72 | 425031 |
| 10/10/2022 | 856147 | Napa Auto Parts | Solid Waste | $ 70.50 | 425431 |
| 10/10/2022 | 856147 | Napa Auto Parts | Solid Waste | $ (67.68) | 425432 |
| 10/10/2022 | 856147 | Napa Auto Parts | Solid Waste | $ 18.52 | 425463 |
| 10/10/2022 | 856147 | Napa Auto Parts | Street/Traffic | $ 72.56 | 425593 |
| 10/10/2022 | 856147 | Napa Auto Parts | Street/Traffic | $ 53.69 | 425778 |
| 10/10/2022 | 856147 | Napa Auto Parts | Street/Traffic | $ (19.98) | 426569 |
| 10/10/2022 | 856147 | Napa Auto Parts | Wastewater | $ 547.92 | 423857 |
| 10/10/2022 | 856147 | Napa Auto Parts | Wastewater | $ 21.72 | 424273 |
| 10/10/2022 | 856147 | Napa Auto Parts | Water | $ 49.58 | 425036 |
| 10/10/2022 | 856147 | Napa Auto Parts | Water | $ 456.79 | 425064 |
| 10/10/2022 | 856147 | Napa Auto Parts | Water | $ (49.58) | 425172 |
| 10/10/2022 | 856147 | Napa Auto Parts | Water | $ 5.82 | 425192 |
| 10/10/2022 | 856152 | North Ridge Fire Equip | Public Safety | $ 503.60 | Bullard FH911 -full brim style helmets |
| 10/10/2022 | 856152 | North Ridge Fire Equip | Public Safety | $ 1,919.40 | FC105 BETAX WILAND FIRE SHIRTS |
| 10/10/2022 | 856152 | North Ridge Fire Equip | Public Safety | $ 28.77 | ESTIMATED SHIPPING |
| 10/10/2022 | 856152 | North Ridge Fire Equip | Public Safety | $ 869.70 | TRUE NORTH MB 600R SIDEWINDER MASK BAGS |
| 10/10/2022 | 856153 | NorthWestern Energy | Facilities | $ 76.06 | 3602453-7 |
| 10/10/2022 | 856153 | NorthWestern Energy | General | $ 77.67 | 0712539-6 |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/10/2022 | 856153 | NorthWestern Energy | General | $ 180.79 | 0712683-2 |
| 10/10/2022 | 856153 | NorthWestern Energy | General | $ 652.25 | 0720841-6 |
| 10/10/2022 | 856153 | NorthWestern Energy | General | $ 10.26 | 1635289-0 |
| 10/10/2022 | 856153 | NorthWestern Energy | Library | $ 9,531.01 | 3039007-4 Library electricity September 2022 |
| 10/10/2022 | 856153 | NorthWestern Energy | Park Dist 1 | $ 173.76 | 0722256-5 |
| 10/10/2022 | 856153 | NorthWestern Energy | Park Dist 1 | $ 27.67 | 0722277-1 |
| 10/10/2022 | 856153 | NorthWestern Energy | Park Dist 1 | $ 148.77 | 0793134-8 |
| 10/10/2022 | 856153 | NorthWestern Energy | Park Dist 1 | $ 6.00 | 0831702-6 |
| 10/10/2022 | 856153 | NorthWestern Energy | Park Dist 1 | $ 30.02 | 0920801-8 |
| 10/10/2022 | 856153 | NorthWestern Energy | Park Dist 1 | $ 538.92 | 1141284-8 |
| 10/10/2022 | 856153 | NorthWestern Energy | Park Dist 1 | $ 41.79 | 1156527-2 |
| 10/10/2022 | 856153 | NorthWestern Energy | Park Dist 1 | $ 1,289.05 | 1160780-1 |
| 10/10/2022 | 856153 | NorthWestern Energy | Park Dist 1 | $ 6.00 | 1230066-1 |
| 10/10/2022 | 856153 | NorthWestern Energy | Park Dist 1 | $ 10.28 | 1692666-9 |
| 10/10/2022 | 856153 | NorthWestern Energy | Park Dist 1 | $ 7.63 | 1902257-3 |
| 10/10/2022 | 856153 | NorthWestern Energy | Park Dist 1 | $ 16.62 | 3020837-5 |
| 10/10/2022 | 856153 | NorthWestern Energy | Park Dist 1 | $ 6.00 | 3477233-5 |
| 10/10/2022 | 856153 | NorthWestern Energy | Parking | $ 11.77 | 3279035-4 |
| 10/10/2022 | 856153 | NorthWestern Energy | Parks Maint | $ 6.00 | 0723387-7 |
| 10/10/2022 | 856153 | NorthWestern Energy | Parks Maint | $ 1.08 | 0971824-8 |
| 10/10/2022 | 856153 | NorthWestern Energy | Parks Maint | $ 0.84 | 1312707-1 |
| 10/10/2022 | 856153 | NorthWestern Energy | Parks Maint | $ 6.76 | 1564209-3 |
| 10/10/2022 | 856153 | NorthWestern Energy | Public Safety | $ 424.69 | 0100477-9 FIRE 6 ELECTRIC SERVICE, FY2023 |
| 10/10/2022 | 856153 | NorthWestern Energy | Public Safety | $ 676.53 | 0712537-0 |
| 10/10/2022 | 856153 | NorthWestern Energy | Public Safety | $ 433.82 | 0720840-8 |
| 10/10/2022 | 856153 | NorthWestern Energy | Radio | $ 181.89 | 1006915-1 |
| 10/10/2022 | 856153 | NorthWestern Energy | Street/Traffic | $ 19.63 | 1738989-1 |
| 10/10/2022 | 856153 | NorthWestern Energy | Street/Traffic | $ 1.29 | 1797828-9 |
| 10/10/2022 | 856153 | NorthWestern Energy | Street/Traffic | $ 6.98 | 2047000-1 |
| 10/10/2022 | 856153 | NorthWestern Energy | Street/Traffic | $ 7.87 | 2047007-6 |
| 10/10/2022 | 856153 | NorthWestern Energy | Street/Traffic | $ 7.51 | 2047010-0 |
| 10/10/2022 | 856153 | NorthWestern Energy | Street/Traffic | $ 7.75 | 2047011-8 |
| 10/10/2022 | 856153 | NorthWestern Energy | Street/Traffic | $ 7.37 | 2047013-4 |
| 10/10/2022 | 856153 | NorthWestern Energy | Street/Traffic | $ 7.63 | 2047017-5 |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/10/2022 | 856153 | NorthWestern Energy | Street/Traffic | $ 7.75 | 2047018-3 |
| 10/10/2022 | 856153 | NorthWestern Energy | Street/Traffic | $ 6.87 | 2047019-1 |
| 10/10/2022 | 856153 | NorthWestern Energy | Street/Traffic | $ 13.76 | 3660075-7 |
| 10/10/2022 | 856153 | NorthWestern Energy | Transit | $ 6.00 | 0712764-0 |
| 10/10/2022 | 856153 | NorthWestern Energy | Wastewater | $ 100.46 | 0723383-6 |
| 10/10/2022 | 856153 | NorthWestern Energy | Wastewater | $ 339.71 | 0723878-5 |
| 10/10/2022 | 856153 | NorthWestern Energy | Wastewater | $ 6.87 | 1704025-4 |
| 10/10/2022 | 856153 | NorthWestern Energy | Wastewater | $ 70.30 | 1704030-4 |
| 10/10/2022 | 856153 | NorthWestern Energy | Wastewater | $ 2,167.31 | 2132749-9 |
| 10/10/2022 | 856153 | NorthWestern Energy | Water | $ 1,754.47 | 0100478-7 |
| 10/10/2022 | 856153 | NorthWestern Energy | Water | $ 6.00 | 0722249-0 |
| 10/10/2022 | 856153 | NorthWestern Energy | Water | $ 88.14 | 0722252-4 |
| 10/10/2022 | 856153 | NorthWestern Energy | Water | $ 6,124.79 | 0722270-6 |
| 10/10/2022 | 856153 | NorthWestern Energy | Water | $ 7,606.34 | 0723043-6 |
| 10/10/2022 | 856153 | NorthWestern Energy | Water | $ 557.78 | 805 Constitution Ave |
| 10/10/2022 | 856161 | Power Service Of MT | Water | $ 93,652.52 | replacement H1 Transfer Pump |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 276.00 | WATER TRAP EXTERNAL 25MM FILTERS (PK /10) SP0200 |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 471.20 | COMBUSTIBLES SENSOR FOR QRAE 3 SENSORS |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 503.50 | OXYGEN SENSOR RAE SYSTEM |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 1,456.35 | HYDROGEN CYANIDE SENSOR |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 471.20 | CARBON MONOXIDE SENSOR |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 471.20 | HYDROGEN SULFIDE SENSOR |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 223.27 | 5PPM, BALANCE N2 |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 146.63 | ISOBUTYLENE, 100 PPM, BALANCE AIR |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 484.50 | CARBON MONOXIDE (CO) SENSOR GAP0135 |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 504.50 | HYDROGEN SULFIDE (H2S) SENSOR |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 242.25 | LEL SENSOR |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 726.75 | oxygen sensor, all multi rae models |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 483.55 | AMMONIA SENSOR |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 712.50 | SULFUR DIOXIDE (SO2) SENSOR |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 712.50 | SENSOR MODULE, SMARTEC |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 98.00 | PIS SENSOR MAINT KIT |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 218.50 | CHARCOAL VOC FILTERS FOR CO SENSOR |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 144.00 | GAS PLATE ASSEMBLY W/SENSOR SEALING FOR PUMP |

| Check Date | Check# | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 54.00 | O-RINGS KIT FOR PUMP |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 175.00 | NPS SHIPPING/HANDLING-QALTEK |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 967.10 | SENSOR MODULE, SMART EC, CO 500 PPM/H2S |
| 10/10/2022 | 856168 | Qal-Tek Assoc | Public Safety | $ 28.00 | CARBON FILTERS, PACKING 5 IN 1 |
| 10/10/2022 | 856169 | RE Investment | Wastewater | $ 994.50 | lift for radio project and work |
| 10/10/2022 | 856169 | RE Investment | Water | $ 65,880.00 | Genie GTH-5519 Telehandler; Payment 1 - Final |
| 10/10/2022 | 856169 | RE Investment | Water | $ 994.50 | lift for radio project and work |
| 10/10/2022 | 856176 | Rust Automation & Control | Wastewater | $ 3,209.00 | ARV for BR influent bypass line |
| 10/10/2022 | 856178 | Sanderson Stewart | Tax Incrmnt S | $ 42,188.00 | WO 21-42 SBURA Streets improvements, Phase 1; Payment 12 |
| 10/10/2022 | 856181 | School District No 2 | Tax Incrmnt S | $ 100,000.00 | Riverside Middle School Softball field-SBURA Award |
| 10/10/2022 | 856184 | SHI International Corp | IT Resources | $ 87,191.78 | NASPO AR2488 -Microsoft Office 365 renewal. |
| 10/10/2022 | 856194 | Steiner Thuesen | Park Dist 1 | $ 623.30 | Improvement to the south end of Coulson Park |
| 10/10/2022 | 856194 | Steiner Thuesen | Park Dist 1 | $ 4,505.00 | Ponderosa Park Irrigation Sys Replacement; Payment 4 |
| 10/10/2022 | 856195 | Stevens Brothers | Facilities | $ 4,885.50 | Fan motor in cooling tower. |
| 10/10/2022 | 856195 | Stevens Brothers | Facilities | $ 2,335.00 | Moved load banks into garage |
| 10/10/2022 | 856198 | TW Clark Const | Facilities | $ 159,913.00 | Application #1 |
| 10/10/2022 | 856202 | Thorn Run Partners | General | $ 3,750.00 | Federal Lobbying Svcs 2 Year Contract. |
| 10/10/2022 | 856202 | Thorn Run Partners | P.W. Admin | $ 3,750.00 | Federal Lobbying Svcs 2 Year Contract. |
| 10/10/2022 | ACH | Town & Co Supply | Fleet | $ 5,309.19 | 429128 PO NUM 315132 |
| 10/10/2022 | ACH | Town & Co Supply | Fleet | $ 25,668.42 | 430160 PO NUM 315132 |
| 10/10/2022 | ACH | Town & Co Supply | Public Safety | $ 1,395.00 | 431254 FIRE 5 DIESEL DELIVERED 09/29/2022 |
| 10/10/2022 | ACH | Town & Co Supply | Transit | $ 6,720.49 | BUS MET PO NUM 315133. 1900 Gallons Unleaded |
| 10/10/2022 | 856204 | Tri Tech | Public Safety | $ 1,158.00 | Tuition to attend Crime Scene Photography training |
| 10/10/2022 | 856204 | Tri Tech | Public Safety | $ 2,316.00 | Tuition to attend Crime Scene Photography training |
| 10/10/2022 | 856205 | Tru Pipe | Storm Sewer | $ 30,735.90 | WO2225 CCTV City Storm Drain Contract |
| 10/10/2022 | 856206 | United Tactical System | PD Program | $ 3,797.00 | Pepperball Live and Whip Kit. |
| 10/10/2022 | 856210 | Vector Foiltec | Facilities | $ 45,870.66 | Library Oculus hail repair - ETFE Skylight |
| 10/10/2022 | 856214 | Wilbur Ellis | Park Dist 1 | $ 3,360.00 | fertilizer for parks - 15356271 |

City Council Regular

| | |
|---|---|
| **Date:** | 11/14/2022 |
| **Title:** | Resolution Authorizing the Sale, Disposal or Lease of Current City Hall |
| **Presented by:** | Kevin Iffland, Assistant City Administrator |
| **Department:** | City Hall Administration |
| **Presentation:** | Yes |
| **Legal Review** | No |

## RECOMMENDATION

Staff recommends approval of all resolution on the sale, disposal or leasing of the city properties as listed.

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

Staff is recommending the potential sale of four city properties:

- Park 1 ground level retail spaces
- Current City Hall
- 2 surface parking lots off N 27th street between 1st Ave North and 2nd Ave North

City Ordinance 22-900 governs the sale, exchange, or donation of city real property:
*Sec. 22-902. - Sale, exchange or donation of city real property.*
*(1) Subject to the provisions of subsections (a) and (b) below, the city council may sell, exchange or donate any real property belonging to the city, including property held in trust for a specific purpose, by a resolution passed by six (6) of the city council members present. The city council shall advertise for competitive bids on any real property prior to sale, exchange or donation. The city council shall have the authority and discretion to select the bid that is in the best interest of the city, conditionally accept a bid or it may reject any and all bids. Other local, state or federal governmental entities expressing interest shall be exempt from competitive bidding, and the city council may sell, exchange or donate specific real property to such governmental entities without a competitive bidding process. However, the council shall proceed as provided in subsections (a) and (b) and approve the Resolution described above when considering the sale, exchange or donation to another governmental entity.*
*In its discretion, the city council may consider and impose deed restrictions relating to the use or subsequent sale of the property as a condition of the sale, exchange or donation of land.*
*Prior to selling exchanging or donating said real property, the city administrator or his/her designee shall:*
*(a) Publish notice in the legal newspaper of the city of the intention to sell, exchange or donate such property and requesting competitive bids prior to the sale, exchange or donation of such lands, giving the public the opportunity to be heard regarding such action. Said notice shall be published no less than fifteen (15) days in advance of the date of the public hearing.*
*(b) Notify by mail all property owners within three hundred (300) feet of the exterior boundaries of the real property subject to sale, exchange or donation fifteen (15) calendar days in advance of the time, date, place of the public hearing and the existing and proposed use.*
*(2) Leases of city-owned real property shall be excluded from this section and will be approved in the same manner as all other contracts submitted to the city for approval.*
*(3) The city administrator is hereby authorized to establish procedures to implement this section including establishment of sale criteria or conditions, a minimum sale price or exchange value and shall have discretion to develop individualized marketing plans to maximize land value and promote city land use policies. The city administrator is authorized to the prepare all appropriate documents for signature by the mayor.*

Legal Ads were placed in the Yellowstone County News on November 4th and 11th. Property owners within 300' of properties were mailed notification of the potential sale, disposal, or lease on November 4th. The approval of the resolutions is first step in the process to make properties available if City Council approves. The next step will be to advertise for competitive bids on these properties. Once the competitive bid process is complete the results will be brought to City Council with staff recommendation, for review and approval.

City staff has been working with NAI Properties on determining the best potential for the city owned properties, while considering development opportunities in the downtown area, maximizing the value, and promoting city land use policies. These elements will be used to determine the parameters for the bid process.

Park 1 retail - the City's Parking Division has owned and operated the Park 1 Parking garage at 2912 3rd Ave North. There are currently 6 retail locations under the parking structure. Four spaces are currently occupied: Billings Police Crime Prevention Center, Yellowstone County Self Help Law, Volunteers of America, and Budget Insta Print. The Crime Prevention Center will be moving to the New City Hall at 316 North 26th Street. There are current leases for the other three business with varying expirations. The Initial market analysis is indicating legally separating the units, providing limited demolition, and selling the individual units may be the best course of action.

City Hall (210/220 North 27th Street) - the City is in the process of moving operations from this location to 316 N 26th Street when build out is completed. Once build out is completed there will not be a need for the existing City Hall space for city operations. Several options may be considered to maximize potential for listing and selling this space to include the parking garage structure.

Surface Parking Lots - the City's Parking Division owns two surface parking lots off North 27th Street between 1st Ave North and 2nd Ave North. The lots are located between Jakes Restaurant and Burger Dive (South Surface Lot) and the Burger Dive and building on the corner of N 27th and 2nd Ave North (North Surface Lot). The lots may have potential interest to developers for redevelopment of this area.

## STAKEHOLDERS

Stakeholders regarding the sale, disposal or lease of these properties include the City of Billings, downtown area businesses, developers.

## ALTERNATIVES

City Council may:

- Approve; the resolution(s) for the sale, disposal or lease of City Property(s) or,
- Not Approve the resolution(s) for the sale, disposal or lease of City Property(s), staff would welcome any direction if certain parcel(s) are not approved for sale, disposal or lease.

## FISCAL EFFECTS

Sale of City Hall would help off set financing needed for the buildout of the new city hall at 316 N 26th Street. The Parking Division will benefit from the sale of their properties and will allow them to build/maintain a deferred maintenance fund for anticipated repairs on existing parking structures and properties. Selling of these for potential development or revitalization in the downtown area will provide additional economic impact moving properties from tax-exempt status.

## SUMMARY

These are four properties that have been immediately identified to start the process of selling. A city property initiative is also being moved forward to identify additional properties that would have potential for selling.

---

**Attachments**

Resolution City Hall

**RESOLUTION 22-_____**

**A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; SALE, EXCHANGE OR DONATION OF CITY REAL PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.**

WHEREAS, the City of Billings finds it necessary or desirable to dispose of properties it currently owns, located at BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 58, Lot 1 - 12 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.

WHEREAS, Council authorize staff to proceed with the sale, exchange or donation of BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 58, Lot 1 - 12, 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; and,

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and,

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 14th day of November 2022;

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

That the City staff is authorized to proceed with disposal of BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 58, Lot 1 - 12, 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 the requirements of Section 2-902 of the Billings Montana City Code:

See map attached as Exhibit A.

APPROVED AND PASSED by the City Council of the City of Billings this 14th day of November 2022.

THE CITY OF BILLINGS:

By:_____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise Bohlman, City Clerk

# Exhibit A


N 27TH ST
3RD AVE N
NEBRASKA WY
2ND AVE N
N 26TH ST
1ST AVE N
MONTANA AVE

City Council Regular

| | |
|---|---|
| **Date:** | 11/14/2022 |
| **Title:** | Park 1 Ground Level Retail Spaces |
| **Presented by:** | Kevin Iffland, Assistant City Administrator |
| **Department:** | City Hall Administration |
| **Presentation:** | Yes |
| **Legal Review** | No |

## RECOMMENDATION

Staff recommends approval of all resolution on the sale, disposal or leasing of the city properties as listed.

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

Staff is recommending the potential sale of four city properties:
Park 1 ground level retail spaces
Current City Hall
2 surface parking lots off N 27th street between 1st Ave North and 2nd Ave North

City Ordinance 22-900 governs the sale, exchange, or donation of city real property:
*Sec. 22-902. - Sale, exchange or donation of city real property.*
*(1) Subject to the provisions of subsections (a) and (b) below, the city council may sell, exchange or donate any real property belonging to the city, including property held in trust for a specific purpose, by a resolution passed by six (6) of the city council members present. The city council shall advertise for competitive bids on any real property prior to sale, exchange or donation. The city council shall have the authority and discretion to select the bid that is in the best interest of the city, conditionally accept a bid or it may reject any and all bids. Other local, state or federal governmental entities expressing interest shall be exempt from competitive bidding, and the city council may sell, exchange or donate specific real property to such governmental entities without a competitive bidding process. However, the council shall proceed as provided in subsections (a) and (b) and approve the Resolution described above when considering the sale, exchange or donation to another governmental entity.*
*In its discretion, the city council may consider and impose deed restrictions relating to the use or subsequent sale of the property as a condition of the sale, exchange or donation of land.*
*Prior to selling exchanging or donating said real property, the city administrator or his/her designee shall:*
*(a) Publish notice in the legal newspaper of the city of the intention to sell, exchange or donate such property and requesting competitive bids prior to the sale, exchange or donation of such lands, giving the public the opportunity to be heard regarding such action. Said notice shall be published no less than fifteen (15) days in advance of the date of the public hearing.*
*(b) Notify by mail all property owners within three hundred (300) feet of the exterior boundaries of the real property subject to sale, exchange or donation fifteen (15) calendar days in advance of the time, date, place of the public hearing and the existing and proposed use.*
*(2) Leases of city-owned real property shall be excluded from this section and will be approved in the same manner as all other contracts submitted to the city for approval.*
*(3) The city administrator is hereby authorized to establish procedures to implement this section including establishment of sale criteria or conditions, a minimum sale price or exchange value and shall have discretion to develop individualized marketing plans to maximize land value and promote city land use policies. The city administrator is authorized to the prepare all appropriate documents for signature by the mayor.*

Legal Ads were placed in the Yellowstone County News on November 4th and 11th. Property owners within 300' of properties were mailed notification of the potential sale, disposal, or lease on November 4th.
The approval of the resolutions is first step in the process to make properties available if City Council approves. The next step will be to advertise for competitive bids on these properties. Once the competitive bid process is complete the results will be brought to City Council with staff recommendation, for review and approval.
City staff has been working with NAI Properties on determining the best potential for the city owned properties, while considering development opportunities in the downtown area, maximizing the value, and promoting city land use policies. These elements will be used to determine the parameters for the bid process.
Park 1 retail - the City's Parking Division has owned and operated the Park 1 Parking garage at 2912 3rd Ave North. There are currently 6 retail locations under the parking structure. Four spaces are currently occupied: Billings Police Crime Prevention Center, Yellowstone County Self Help Law, Volunteers of America, and Budget Insta Print. The

Crime Prevention Center will be moving to the New City Hall at 316 North 26th Street. There are current leases for the other three business with varying expirations. The Initial market analysis is indicating legally separating the units, providing limited demolition, and selling the individual units may be the best course of action.

City Hall (210/220 North 27th Street) - the City is in the process of moving operations from this location to 316 N 26th Street when build out is completed. Once build out is completed there will not be a need for the existing City Hall space for city operations. Several options may be considered to maximize potential for listing and selling this space to include the parking garage structure.

Surface Parking Lots - the City's Parking Division owns two surface parking lots off North 27th Street between 1st Ave North and 2nd Ave North. The lots are located between Jakes Restaurant and Burger Dive (South Surface Lot) and the Burger Dive and building on the corner of N 27th and 2nd Ave North (North Surface Lot). The lots may have potential interest to developers for redevelopment of this area.

## STAKEHOLDERS

Stakeholders regarding the sale, disposal or lease of these properties include the City of Billings, downtown area businesses, developers.

## ALTERNATIVES

City Council may:

- Approve; the resolution(s) for the sale, disposal or lease of City Property(s) or,
- Not Approve the resolution(s) for the sale, disposal or lease of City Property(s), staff would welcome any direction if certain parcels are not approved for sale, disposal or lease.

## FISCAL EFFECTS

Sale of City Hall would help off set financing needed for the buildout of the new city hall at 316 N 26th Street. The Parking Division will benefit from the sale of their properties and will allow them to build/maintain a deferred maintenance fund for anticipated repairs on existing parking structures and properties. Selling of these for potential development or revitalization in the downtown area will provide additional economic impact moving properties from tax-exempt status.

## SUMMARY

These are four properties that have been immediately identified to start the process of selling. A city property initiative is also being moved forward to identify additional properties that would have potential for selling.

---

**Attachments**

Resolution Park 1 Retail

**RESOLUTION 22-_____**

**A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; SALE, EXCHANGE OR DONATION OF CITY REAL PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.**

WHEREAS, the City of Billings finds it necessary or desirable to dispose of properties it currently owns, located at BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 56, Lot 7 - 17, LTS 7-17 & 20 X 100' VAC ALLEY ADJ TO LTS 9-16 BLK 56 BILLINGS ORIGINAL TOWN (I-140,I-684,I-649,I-78B,I-650 & I-651 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.

WHEREAS, Council authorize staff to proceed with the sale, exchange or donation of BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 56, Lot 7 - 17, LTS 7-17 & 20 X 100' VAC ALLEY ADJ TO LTS 9-16 BLK 56 BILLINGS ORIGINAL TOWN (I-140,I-684,I-649,I-78B,I-650 & I-651, 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; and,

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and,

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 14th day of November 2022;

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

That the City staff is authorized to proceed with disposal of BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 56, Lot 7 - 17, LTS 7-17 & 20 X 100' VAC ALLEY ADJ TO LTS 9-16 BLK 56 BILLINGS ORIGINAL TOWN (I-140,I-684,I-649,I-78B,I-650 & I-651, 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 the requirements of Section 2-902 of the Billings Montana City Code:

See map attached as Exhibit A.

APPROVED AND PASSED by the City Council of the City of Billings this 14th day of November 2022.

THE CITY OF BILLINGS:

By:_____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise Bohlman, City Clerk

# Exhibit A


4TH AVE N
N30TH ST
N31ST ST
3RD AVE N
N BROADWAY
2ND AVE N
1ST AVE N
N31ST ST
N32ND ST

| | |
|---|---|
| **Date:** | 11/14/2022 |
| **Title:** | South Surface Parking Lot off North 27th Street between 1st Ave N and 2nd Ave N |
| **Presented by:** | Kevin Iffland, Assistant City Administrator |
| **Department:** | City Hall Administration |
| **Presentation:** | Yes |
| **Legal Review** | No |

**RECOMMENDATION**

Staff recommends approval of all resolution on the sale, disposal or leasing of the city properties as listed.

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

Staff is recommending the potential sale of four city properties:
Park 1 ground level retail spaces
Current City Hall
2 surface parking lots off N 27th street between 1st Ave North and 2nd Ave North

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*Prior to selling exchanging or donating said real property, the city administrator or his/her designee shall:*
*(a) Publish notice in the legal newspaper of the city of the intention to sell, exchange or donate such property and requesting competitive bids prior to the sale, exchange or donation of such lands, giving the public the opportunity to be heard regarding such action. Said notice shall be published no less than fifteen (15) days in advance of the date of the public hearing.*
*(b) Notify by mail all property owners within three hundred (300) feet of the exterior boundaries of the real property subject to sale, exchange or donation fifteen (15) calendar days in advance of the time, date, place of the public hearing and the existing and proposed use.*
*(2) Leases of city-owned real property shall be excluded from this section and will be approved in the same manner as all other contracts submitted to the city for approval.*
*(3) The city administrator is hereby authorized to establish procedures to implement this section including establishment of sale criteria or conditions, a minimum sale price or exchange value and shall have discretion to develop individualized marketing plans to maximize land value and promote city land use policies. The city administrator is authorized to the prepare all appropriate documents for signature by the mayor.*

Legal Ads were placed in the Yellowstone County News on November 4th and 11th. Property owners within 300' of properties were mailed notification of the potential sale, disposal, or lease on November 4th.
The approval of the resolutions is first step in the process to make properties available if City Council approves. The next step will be to advertise for competitive bids on these properties. Once the competitive bid process is complete the results will be brought to City Council with staff recommendation, for review and approval.
City staff has been working with NAI Properties on determining the best potential for the city owned properties, while considering development opportunities in the downtown area, maximizing the value, and promoting city land use policies. These elements will be used to determine the parameters for the bid process.
Park 1 retail - the City's Parking Division has owned and operated the Park 1 Parking garage at 2912 3rd Ave North. There are currently 6 retail locations under the parking structure. Four spaces are currently occupied: Billings Police Crime Prevention Center, Yellowstone County Self Help Law, Volunteers of America, and Budget Insta Print. The

Crime Prevention Center will be moving to the New City Hall at 316 North 26th Street. There are current leases for the other three business with varying expirations. The Initial market analysis is indicating legally separating the units, providing limited demolition, and selling the individual units may be the best course of action.

City Hall (210/220 North 27th Street) - the City is in the process of moving operations from this location to 316 N 26th Street when build out is completed. Once build out is completed there will not be a need for the existing City Hall space for city operations. Several options may be considered to maximize potential for listing and selling this space to include the parking garage structure.

Surface Parking Lots - the City's Parking Division owns two surface parking lots off North 27th Street between 1st Ave North and 2nd Ave North. The lots are located between Jakes Restaurant and Burger Dive (South Surface Lot) and the Burger Dive and building on the corner of N 27th and 2nd Ave North (North Surface Lot). The lots may have potential interest to developers for redevelopment of this area.

## STAKEHOLDERS

Stakeholders regarding the sale, disposal or lease of these properties include the City of Billings, downtown area businesses, developers.

## ALTERNATIVES

City Council may:

- Approve; the resolution(s) for the sale, disposal or lease of City Property(s) or,
- Not Approve the resolution(s) for the sale, disposal or lease of City Property(s), staff would welcome any direction if certain parcels are not approved for sale, disposal or lease.

## FISCAL EFFECTS

Sale of City Hall would help off set financing needed for the buildout of the new city hall at 316 N 26th Street. The Parking Division will benefit from the sale of their properties and will allow them to build/maintain a deferred maintenance fund for anticipated repairs on existing parking structures and properties. Selling of these for potential development or revitalization in the downtown area will provide additional economic impact moving properties from tax-exempt status.

## SUMMARY

These are four properties that have been immediately identified to start the process of selling. A city property initiative is also being moved forward to identify additional properties that would have potential for selling.

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**Attachments**

Resolution South Surface Lot

**RESOLUTION 22-_____**

**A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; SALE, EXCHANGE OR DONATION OF CITY REAL PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.**

WHEREAS, the City of Billings finds it necessary or desirable to dispose of properties it currently owns, located at BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 5 – 6, 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.

WHEREAS, Council authorize staff to proceed with the sale, exchange or donation of BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 5 – 6, 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; and,

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and,

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 14th day of November 2022;

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

That the City staff is authorized to proceed with disposal of BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 5 – 6, 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 the requirements of Section 2-902 of the Billings Montana City Code:

See map attached as Exhibit A.

APPROVED AND PASSED by the City Council of the City of Billings this 14th day of November 2022.

THE CITY OF BILLINGS:

By:_____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise Bohlman, City Clerk

# Exhibit A


N 27TH ST
3RD AVE N
N BROADWAY
N 26TH ST
N 25TH ST
2ND AVE N
1ST AVE N
S 27TH ST

City Council Regular

| | |
|---|---|
| Date: | 11/14/2022 |
| Title: | North Surface Parking Lot off North 27th Street between 1st Ave N and 2nd Ave N |
| Presented by: | Kevin Iffland, Assistant City Administrator |
| Department: | City Hall Administration |
| Presentation: | Yes |
| Legal Review | No |

## RECOMMENDATION

Staff recommends approval of all resolution on the sale, disposal or leasing of the city properties as listed.

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

Staff is recommending the potential sale of four city properties:
Park 1 ground level retail spaces
Current City Hall
2 surface parking lots off N 27th street between 1st Ave North and 2nd Ave North

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*(b) Notify by mail all property owners within three hundred (300) feet of the exterior boundaries of the real property subject to sale, exchange or donation fifteen (15) calendar days in advance of the time, date, place of the public hearing and the existing and proposed use.*
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City Hall (210/220 North 27th Street) - the City is in the process of moving operations from this location to 316 N 26th Street when build out is completed. Once build out is completed there will not be a need for the existing City Hall space for city operations. Several options may be considered to maximize potential for listing and selling this space to include the parking garage structure.

Surface Parking Lots - the City's Parking Division owns two surface parking lots off North 27th Street between 1st Ave North and 2nd Ave North. The lots are located between Jakes Restaurant and Burger Dive (South Surface Lot) and the Burger Dive and building on the corner of N 27th and 2nd Ave North (North Surface Lot). The lots may have potential interest to developers for redevelopment of this area.

## STAKEHOLDERS

Stakeholders regarding the sale, disposal or lease of these properties include the City of Billings, downtown area businesses, developers.

## ALTERNATIVES

City Council may:

- Approve; the resolution(s) for the sale, disposal or lease of City Property(s) or,
- Not Approve the resolution(s) for the sale, disposal or lease of City Property(s), staff would welcome any direction if certain parcels are not approved for sale, disposal or lease.

## FISCAL EFFECTS

Sale of City Hall would help off set financing needed for the buildout of the new city hall at 316 N 26th Street. The Parking Division will benefit from the sale of their properties and will allow them to build/maintain a deferred maintenance fund for anticipated repairs on existing parking structures and properties. Selling of these for potential development or revitalization in the downtown area will provide additional economic impact moving properties from tax-exempt status.

## SUMMARY

These are four properties that have been immediately identified to start the process of selling. A city property initiative is also being moved forward to identify additional properties that would have potential for selling.

---

**Attachments**

Resolution North Surface Lot

**RESOLUTION 22-_____**

**A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; SALE, EXCHANGE OR DONATION OF CITY REAL PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.**

WHEREAS, the City of Billings finds it necessary or desirable to dispose of properties it currently owns, located at BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 8, 9 and 10 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.

WHEREAS, Council authorizes staff to proceed with the sale, exchange or donation of BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 8, 9 and 10, 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; and,

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and,

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 14th day of November 2022;

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

That the City staff is authorized to proceed with disposal of BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 8, 9 and 10, 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 the requirements of Section 2-902 of the Billings Montana City Code:

See map attached as Exhibit A.

APPROVED AND PASSED by the City Council of the City of Billings this 14th day of November 2022.

THE CITY OF BILLINGS:

By:_____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise Bohlman, City Clerk

# Exhibit A


N 27TH ST
N 26TH ST
3RD AVE N
N BROADWAY
N 29TH ST
2ND AVE N
1ST AVE N
S 27TH ST

City Council Regular

| | |
|---|---|
| Date: | 11/14/2022 |
| Title: | City Administrator's Annual Performance Evaluation & Employment Agreement |
| Presented by: | Chris Kukulski, City Administrator |
| Department: | City Hall Administration |
| Presentation: | No |
| Legal Review | Yes |

## RECOMMENDATION

The Council Operations Committee recommends approval of the enclosed Employment Agreement.

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

It has been an honor to serve as your city administrator since November 11, 2018. These past four years have provided plenty of challenges and opportunities to improve the strength and economic vibrancy of our city. None of this was possible without Kevin Iffland, the department directors and 1,000 employees who serve Billings.

The Council reviewed my performance with me on October 17. Thank you for taking the time to receive feedback from our leadership team, providing me with a written evaluation and also those who discussed the past year one on one.

The following changes to the employment agreement are being recommended by the council's operations committee. The red-line strikeout version of the agreement is enclosed. Several sections that are no longer applicable have been deleted and updated to bring them up to date (none of these updates changes are substantive). The following sections of the agreement have substantive changes:

Section 1 - Term

The new agreements effective date is November 30, 2022, and the term is being extended from two, to three years (11/30/2025) and the notice to terminate is being extended from six to twelve months.

### Section 3 -- Compensation

*Compensation is being increased by 3% over the previous year to $206,434.91*

### Section 7 - Retirement and Health Savings Account

This benefit is being amended, providing me the opportunity to use part or all of this benefit as base salary or leave it as is.

### Section 12 - Performance Evaluation

*The section is being simplified by deleting the second paragraph of A and stating that the annual evaluation will take place "no later than" November of each year.*

Thank you for your consideration on these changes.

## ALTERNATIVES

As determined by the City Council.

## FISCAL EFFECTS

If the Council approves the enclosed Employment Agreement. My base salary will increase by 3% over the previous year to $206,434.91. The amendment to Section 7 may increase cost to the city by not more than $2,705.02 annually (this assumes all 12% is shifted to salary).

## SUMMARY

The Employment Agreement between Chris Kukulski and the City of Billings is extended from two to three years ending November 30, 2025. The notice to terminate has also been extended from six to twelve months and the base salary is being increased by 3% to $206,434.91.

**Attachments**

CA Employment Agreement - red line strike out version
CA Agreement - clean version

# EMPLOYMENT AGREEMENT

**Between**

**City of Billings & Chris A. Kukulski**

**Effective ~~October 22, 2018~~November 30, 2022**

## Introduction

This Agreement made and entered into effective November 30, 2022~~October 22, 2018~~, by and between the City of Billings, Montana, a municipal corporation, (hereinafter called "Employer") and Chris A. Kukulski, (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

## Section 1 - Term

The term of this agreement shall be from November 30, 2022, through November 30, 2025. ~~for an initial period from Employee's first date of employment, which will be no later than December 31, 2018, until December 31, 2020.~~ This Agreement shall be renewed for a ~~two~~three-year term automatically on December 2, 2025~~January 1, 2021~~, and every ~~two~~ three years thereafter unless notice of termination is given by the Employer at least ~~six~~ twelve (12~~6~~) months before the next renewal date.

## Section 2 - Duties and Authority

Employer agrees to employ as City Administrator to perform the functions and duties specified in Section 4.03 of the City of Billings, Montana Charter and to perform other legally permissible and proper duties and functions without interference. Section 4.03 provides:

The Administrator shall:

A. Carry out policies established by the City Council;
B. Perform the duties required by law, ordinance, resolution, or this Charter;
C. Enforce laws, ordinances, and resolutions;
D. Administer the affairs of the City;
E. Direct, organize, establish, supervise, and administer all departments, agencies, and offices of the City;
F. Appoint, suspend, and remove all employees of the local government;
G. Prepare and present the City budget to the Council for its approval and administer the budget adopted by the Council;
H. Report publicly to the Council at least quarterly on the financial conditions of the City;
I. Recommend measures to the Council;
J. Report to the Council as the Council may require;
K. Attend Council meetings and take part in the discussion, but shall have no vote;
L. Appoint with the approval of the City Council a qualified acting administrator to exercise the powers and perform the duties of the Administrator during temporary absences.

## Section 3 – Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of ~~one~~ two hundred ~~seventy nine~~six ~~-~~thousand four hundred thirty four dollars and 91 cents ($206,434.91~~179,000~~) payable in installments at the same time that the other management employees of the Employer are paid.

~~B. Not later than May 16, 2019, the Employer will evaluate the Employee's performance against the Employers identified six month goals. The Employer agrees to consider increasing the compensation of the Employee dependent upon the results of the performance evaluation not to exceed five percent (5%) of annual base salary.~~

~~C.~~B. Consideration shall be given on an annual basis to an increase in compensation. The Employer agrees to consider increasing the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation can be in the form of a base salary increase and/or performance incentive and/or an increase in benefits.

~~D.~~C. This agreement shall be automatically amended to reflect any salary adjustments that are provided.

## Section 4 - Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide and to pay the premiums for health, dental and vision insurance equal to that which is provided to all other employees of the City. The Employee will be responsible for the City employee contribution for the health, dental and vision coverage for his spouse and children at the same rate as all other employees of the City.

B. Employer shall pay the premium due for $300,000 term life insurance and long-term disability insurance. The Employee shall name the beneficiary of the life insurance policy.

## Section 5 - Leave

A. Upon commencing employment, the Employee shall be credited with 192 hours of vacation leave. Employee shall then accrue sick and vacation leave on an annual basis at the highest rate provided to any other employees. Upon termination of employment for any reason, Employee shall be compensated for accrued vacation and sick leave according to Employer's policy and Montana law.

B. All other leave accruals and usages will be administered and used in a manner consistent with the City's Employee Handbook with the exception that there will be no waiting period for use of any leave.

## Section 6 - Vehicle Allowance

A. The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of six thousand dollars ($6,000) per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

B. The Employer shall reimburse the Employee for documented fuel costs for any business use of the vehicle where the destination is greater than 50 miles from Billings or follow the current City travel policy.

## Section 7 – Retirement and Health Savings Account

A. Employer agrees to contribute the statutorily required percentage of Employee's salary into the Montana Public Employees' Retirement System (MPERS). Employee will contribute the statutorily required percentage of Employee's annual salary to MPERS.

B. Additionally, Employer agrees to contribute on behalf of Employee, a total of twelve percent (12%) of the annual base salary as defined in Section 3 to a City approved IRS Code Section 457 deferred compensation plan and/or 401(a) and/or Health Savings Account. The Employee may elect to distribute the 12% in any combination to any available plan(s). At the employee's discretion, all or part of this benefit may be added to the employee's base pay as defined in Section 3. Annually, employer's contribution to each plan shall not be more than the maximum contributions permitted under IRS rules as they exist or may change during the term of the agreement.

## Section 8 - General Business Expenses

Subject to annual budgetary approval by the Commission:

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/ County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional,

state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/ or dues to enable the Employee to become an active member in local civic clubs or organizations.

F. While the Employee is free to pursue reasonable off duty, non-job-related activities, Council approval is necessary prior to the Employee's agreeing to hold office in any of the above referenced professional, business or civic organizations.

G. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, mobile phone/personal digital assistant and/or tablet computer for business and personal use, required for the Employee to perform their duties and to

maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall become the property of the Employee after any city documents and business-related items have been removed and at the discretion of the Employee any mobile phone number shall be transferred to the Employee.

## Section 9 - Termination

A. This Agreement will terminate if Employee becomes incapable of performing the duties defined in Section 2.

B. This Agreement will be terminated involuntarily and without cause if:

   a. A majority of the governing body votes to terminate Employee, without cause, in accordance with the City of Billings, Montana Charter, Section 4.02, at a properly posted and duly authorized public meeting.

   b. Employer, citizens or legislature amends any provisions of the Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, and the Employee declares that such amendments constitute termination.

   c. Employer reduces the base salary, compensation or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all department heads.

   d. A representative of the majority of the governing body offers to accept Employee's resignation and Employee declares a termination as of the date of the suggestion.

   e. Employee notifies Employer, in writing, of a breach of this Agreement, and Employer fails to cure the breach within 30 days.

C. The City may terminate this Agreement for cause for Employee's failure to satisfactorily perform job duties, disruption of City operations, conduct which is prejudicial to the City or City Council, or other legitimate business reasons including:

   a. Violation of any then existing residency requirement if applicable;

   b. Conviction of or plea of guilty or no contest to a felony;

c. Conviction of or plea or guilty or no contest to a misdemeanor which:

   i. involves an act or failure to act that occurs in the course and scope of Employee's duties;

   ii. negatively affects the credibility of Employee to sufficiently discharge his/her duties.

d. Adjudication by a forum of competent jurisdiction that Employee violated the City or State codes of ethics;

e. Repeated and protracted unexcused absences from Employee's office or duties;

f. Knowingly falsifying records or documents or knowingly making false statements related to the City's activities or businesses;

g. Violation of any City policy regarding drugs or alcohol; or

h. Any willful, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Employee of public or other funds or other property, real, personal, or mixed owned by or entrusted to the City, any agency or corporation thereof, or the Employee in Employee's official capacity.

## Section 10 - Severance

Employee will be paid severance in the amounts provided by this Section only when Employee is terminated involuntarily and without cause as defined in Section 9 (B).

A. If the Employee is terminated as defined in Section 9 (B), the Employer shall provide a minimum severance payment equal to ten (10)~~six (6)~~ months salary at the then current base rate of pay. An additional month of severance payment will be paid for each ~~12 month~~12 month period of continued employment with the City of Billings, but the severance payment will not exceed twelve (12) months salary. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option. Vacation and sick leave accruals will cease upon termination.

B. Employee shall also be compensated for accrued vacation and sick leave according to Employer's policy and Montana law.

C. Employer will contribute to the Employee's Section 457 deferred compensation account using Employee's annual salary at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.

D. For a period consistent with earned severance months, following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the Employee and all dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

2. Life insurance and long-term disability as provided in Section 4B.

## Section 11 - Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 60 days notice unless Employer and Employee agree otherwise.

## Section 12 - Performance Evaluation

A. Employer shall annually review the performance of the Employee ~~in~~ no later than November subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

~~The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) Conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period; (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year; (3) next meet and discuss the written evaluation of these goals and objectives; and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.~~

~~C.~~B. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

## Section 13 - Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his or her assigned duties and responsibilities.

## Section 14 - Ethical Commitments

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

## Section 15 - Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

## ~~Section 16: Moving and Relocation Expenses~~

~~Employee agrees to establish residence within the corporate boundaries of the local government within eight (8) months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.~~

~~A. Employer shall pay directly for the expenses of moving Employee and his family and personal property from their current residence in Bozeman, MT to Employee's permanent~~

~~residence in Billings, MT. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges. The Employee shall provide evidence of actual moving expenses by securing quotations from three (3) companies. The Employee shall submit these quotes to the Employer who, in consultation with the Employee, shall select the moving company.~~

~~B. Employer shall pay Employee an interim housing supplement of $750 per month and shall continue for a maximum of eight (8) months, or until a home is purchased and closed on, within the corporate limits of the City of Billings, whichever event occurs first.~~

## Section 1~~7~~6 - Residency

Employee agrees to maintain residence within the corporate boundaries of the City of Billings.

## Section 1~~7~~8 - Indemnification

A. Pursuant to Section 2-9-305, M.C.A., the City will indemnify, immunize and provide a defense to Employee if he is civilly sued for action taken within the scope of his employment.

B. Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or not perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct.

The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs

and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and settle any claim or suit, unless said compromise or settlement is of a claim brought against Employee in his individual capacity in which case Employee may elect to continue to defend and settle said personal claim at Employee's own expense. Except as provided in the previous sentence, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation, beyond Employee's term of service to Employer.

## Section 19 - Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

## Section 20 - Other Terms and Conditions of Employment

A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Billings Charter, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other appointed officials, appointed employees, department heads or general employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

## Section 21 - Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. EMPLOYER: Office of the Mayor, Billings City Council, 210 N. 27th Street, Billings, Montana 59101

B. EMPLOYEE: Chris A. Kukulski, ~~1445 Cherry Drive, Bozeman, MT 597153~~3918 Summerwood Drive, Billings, MT 59106~~, or at the residence of Employee in Billings, MT once established~~.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## Section 22 - General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on October 22, 2018.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over

contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

F. Public Document. This Agreement is a public document and shall be available for inspection by the public.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed, in duplicate, the ___ day of ~~October, 2018~~November, 2022.

THE CITY OF BILLINGS

By _____ Date: _____
Mayor William Cole

ATTEST:

_____
City Clerk ~~of the Commission~~

EMPLOYEE

_____ Date: _____
Chris A. Kukulski

# ICMA Code of Ethics with Guidelines

**The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in June 2020. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2020.**

The mission of ICMA is to advance professional local government through leadership, management, innovation, and ethics. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

**Tenet 1.** We believe professional management is essential to efficient and democratic local government by elected officials.

**Tenet 2.** Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

**GUIDELINE**

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities in order to uphold local government professionalism.

**Tenet 3.** Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

**GUIDELINES**

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Length of Service. For chief administrative/executive officers appointed by a governing body or elected official, a minimum of two years is considered necessary to render a professional service to the local government. In limited circumstances, it may be in the best interests of the local government and the member to separate before serving two years. Some examples include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or significant personal issues. It is the responsibility of an applicant for a position to understand conditions of employment, including expectations of service. Not understanding the terms of employment prior to accepting does not justify

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premature separation. For all members a short tenure should be the exception rather than a recurring experience, and members are expected to honor all conditions of employment with the organization.

Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a position should show professional respect for persons formerly holding the position, successors holding the position, or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

Relationships in the Workplace. Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

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Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Conflicting Roles. Members who serve multiple roles – either within the local government organization or externally – should avoid participating in matters that create either a conflict of interest or the perception of one. They should disclose any potential conflict to the governing body so that it can be managed appropriately.

Conduct Unbecoming. Members should treat people fairly, with dignity and respect and should not engage in, or condone bullying behavior, harassment, sexual harassment or discrimination on the basis of race, religion, national origin, age, disability, gender, gender identity, or sexual orientation.

**Tenet 4.** Serve the best interests of the people.

**GUIDELINES**

Impacts of Decisions. Members should inform their governing body of the anticipated effects of a decision on people in their jurisdictions, especially if specific groups may be disproportionately harmed or helped.

Inclusion. To ensure that all the people within their jurisdiction have the ability to actively engage with their local government, members should strive to eliminate barriers to public involvement in decisions, programs, and services.

**Tenet 5.** Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.

**Tenet 6.** Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

**Tenet 7.** Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

**GUIDELINES**

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

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Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

**Tenet 8.** Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

**GUIDELINES**

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

**Tenet 9.** Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

**Tenet 10.** Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

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**GUIDELINE**

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

**Tenet 11.** Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

**GUIDELINE**

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

**Tenet 12.** Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

**GUIDELINES**

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

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In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements,

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marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.
Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

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# EMPLOYMENT AGREEMENT

## Between

## City of Billings & Chris A. Kukulski

## Effective November 30, 2022

## Introduction

This Agreement made and entered into effective November 30, 2022, by and between the City of Billings, Montana, a municipal corporation, (hereinafter called "Employer") and Chris A. Kukulski, (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

## Section 1 - Term

The term of this agreement shall be from November 30, 2022, through November 30, 2025. This Agreement shall be renewed for a three-year term automatically on December 2, 2025, and every three years thereafter unless notice of termination is given by the Employer at least twelve (12) months before the next renewal date.

## Section 2 - Duties and Authority

Employer agrees to employ as City Administrator to perform the functions and duties specified in Section 4.03 of the City of Billings, Montana Charter and to perform other legally permissible and proper duties and functions without interference. Section 4.03 provides:

The Administrator shall:

A. Carry out policies established by the City Council;
B. Perform the duties required by law, ordinance, resolution, or this Charter;
C. Enforce laws, ordinances, and resolutions;
D. Administer the affairs of the City;
E. Direct, organize, establish, supervise, and administer all departments, agencies, and offices of the City;
F. Appoint, suspend, and remove all employees of the local government;
G. Prepare and present the City budget to the Council for its approval and administer the budget adopted by the Council;
H. Report publicly to the Council at least quarterly on the financial conditions of the City;
I. Recommend measures to the Council;
J. Report to the Council as the Council may require;
K. Attend Council meetings and take part in the discussion, but shall have no vote;
L. Appoint with the approval of the City Council a qualified acting administrator to exercise the powers and perform the duties of the Administrator during temporary absences.

## Section 3 – Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of two hundred six thousand four hundred thirty four dollars and 91 cents ($206,434.91) payable in installments at the same time that the other management employees of the Employer are paid.

B. Consideration shall be given on an annual basis to an increase in compensation. The Employer agrees to consider increasing the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation can be in the form of a base salary increase and/or performance incentive and/or an increase in benefits.

C. This agreement shall be automatically amended to reflect any salary adjustments that are provided.

## Section 4 - Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide and to pay the premiums for health, dental and vision insurance equal to that which is provided to all other employees of the City. The Employee will be responsible for the City employee contribution for the health, dental and vision coverage for his spouse and children at the same rate as all other employees of the City.

B. Employer shall pay the premium due for $300,000 term life insurance and long-term disability insurance. The Employee shall name the beneficiary of the life insurance policy.

## Section 5 - Leave

A. Upon commencing employment, the Employee shall be credited with 192 hours of vacation leave. Employee shall then accrue sick and vacation leave on an annual basis at the highest rate provided to any other employees. Upon termination of employment for any reason, Employee shall be compensated for accrued vacation and sick leave according to Employer's policy and Montana law.

B. All other leave accruals and usages will be administered and used in a manner consistent with the City's Employee Handbook with the exception that there will be no waiting period for use of any leave.

## Section 6 - Vehicle Allowance

A. The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of six thousand dollars

($6,000) per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

B. The Employer shall reimburse the Employee for documented fuel costs for any business use of the vehicle where the destination is greater than 50 miles from Billings or follow the current City travel policy.

## Section 7 – Retirement and Health Savings Account

A. Employer agrees to contribute the statutorily required percentage of Employee's salary into the Montana Public Employees' Retirement System (MPERS). Employee will contribute the statutorily required percentage of Employee's annual salary to MPERS.

B. Additionally, Employer agrees to contribute on behalf of Employee, a total of twelve percent (12%) of the annual base salary as defined in Section 3 to a City approved IRS Code Section 457 deferred compensation plan and/or 401(a) and/or Health Savings Account. The Employee may elect to distribute the 12% in any combination to any available plan(s). At the employee's discretion, all or part of this benefit may be added to the employee's base pay as defined in Section 3. Annually, employer's contribution to each plan shall not be more than the maximum contributions permitted under IRS rules as they exist or may change during the term of the agreement.

## Section 8 - General Business Expenses

Subject to annual budgetary approval by the Commission:

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/ County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official

functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/ or dues to enable the Employee to become an active member in local civic clubs or organizations.

F. While the Employee is free to pursue reasonable off duty, non-job-related activities, Council approval is necessary prior to the Employee's agreeing to hold office in any of the above referenced professional, business or civic organizations.

G. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, mobile phone/personal digital assistant and/or tablet computer for business and personal use, required for the Employee to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall become the property of the Employee after any city documents and business-related items have been removed and at the discretion of the Employee any mobile phone number shall be transferred to the Employee.

## Section 9 - Termination

A. This Agreement will terminate if Employee becomes incapable of performing the duties defined in Section 2.

B. This Agreement will be terminated involuntarily and without cause if:

   a. A majority of the governing body votes to terminate Employee, without cause, in accordance with the City of Billings, Montana Charter, Section 4.02, at a properly posted and duly authorized public meeting.

   b. Employer, citizens or legislature amends any provisions of the Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, and the Employee declares that such amendments constitute termination.

   c. Employer reduces the base salary, compensation or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all department heads.

   d. A representative of the majority of the governing body offers to accept Employee's resignation and Employee declares a termination as of the date of the suggestion.

   e. Employee notifies Employer, in writing, of a breach of this Agreement, and Employer fails to cure the breach within 30 days.

C. The City may terminate this Agreement for cause for Employee's failure to satisfactorily perform job duties, disruption of City operations, conduct which is prejudicial to the City or City Council, or other legitimate business reasons including:

   a. Violation of any then existing residency requirement if applicable;

   b. Conviction of or plea of guilty or no contest to a felony;

   c. Conviction of or plea or guilty or no contest to a misdemeanor which:

      i. involves an act or failure to act that occurs in the course and scope of Employee's duties;

      ii. negatively affects the credibility of Employee to sufficiently discharge his/her duties.

d. Adjudication by a forum of competent jurisdiction that Employee violated the City or State codes of ethics;

e. Repeated and protracted unexcused absences from Employee's office or duties;

f. Knowingly falsifying records or documents or knowingly making false statements related to the City's activities or businesses;

g. Violation of any City policy regarding drugs or alcohol; or

h. Any willful, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Employee of public or other funds or other property, real, personal, or mixed owned by or entrusted to the City, any agency or corporation thereof, or the Employee in Employee's official capacity.

## Section 10 - Severance

Employee will be paid severance in the amounts provided by this Section only when Employee is terminated involuntarily and without cause as defined in Section 9 (B).

A. If the Employee is terminated as defined in Section 9 (B), the Employer shall provide a minimum severance payment equal to ten (10) months salary at the then current base rate of pay. An additional month of severance payment will be paid for each 12 month period of continued employment with the City of Billings, but the severance payment will not exceed twelve (12) months salary. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option. Vacation and sick leave accruals will cease upon termination.

B. Employee shall also be compensated for accrued vacation and sick leave according to Employer's policy and Montana law.

C. Employer will contribute to the Employee's Section 457 deferred compensation account using Employee's annual salary at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.

D. For a period consistent with earned severance months, following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the Employee and all dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

2. Life insurance and long-term disability as provided in Section 4B.

## Section 11 - Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 60 days notice unless Employer and Employee agree otherwise.

## Section 12 - Performance Evaluation

A. Employer shall annually review the performance of the Employee no later than November subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

B. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

## Section 13 - Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his or her assigned duties and responsibilities.

## Section 14 - Ethical Commitments

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any

fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

## Section 15 - Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

## Section 16 - Residency

Employee agrees to maintain residence within the corporate boundaries of the City of Billings.

## Section 17 - Indemnification

A. Pursuant to Section 2-9-305, M.C.A., the City will indemnify, immunize and provide a defense to Employee if he is civilly sued for action taken within the scope of his employment.

B. Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or not perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct.

The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs

and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and settle any claim or suit, unless said compromise or settlement is of a claim brought against Employee in his individual capacity in which case Employee may elect to continue to defend and settle said personal claim at Employee's own expense. Except as provided in the previous sentence, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation, beyond Employee's term of service to Employer.

## Section 19 - Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

## Section 20 - Other Terms and Conditions of Employment

A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Billings Charter, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other appointed officials, appointed employees, department heads or general employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

## Section 21 - Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. EMPLOYER: Office of the Mayor, Billings City Council, 210 N. 27th Street, Billings, Montana 59101

B. EMPLOYEE: Chris A. Kukulski, 3918 Summerwood Drive, Billings, MT 59106.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## Section 22 - General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on October 22, 2018.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and

regulations or any such permissive law during the term of this Agreement.

F. Public Document. This Agreement is a public document and shall be available for inspection by the public.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed, in duplicate, the ___ day of November, 2022.

THE CITY OF BILLINGS

By _____ Date: _____
Mayor William Cole

ATTEST:

_____
City Clerk

EMPLOYEE

_____ Date: _____
Chris A. Kukulski

# ICMA Code of Ethics with Guidelines

**The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in June 2020. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2020.**

The mission of ICMA is to advance professional local government through leadership, management, innovation, and ethics. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

**Tenet 1.** We believe professional management is essential to efficient and democratic local government by elected officials.

**Tenet 2.** Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

**GUIDELINE**

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities in order to uphold local government professionalism.

**Tenet 3.** Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

**GUIDELINES**

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Length of Service. For chief administrative/executive officers appointed by a governing body or elected official, a minimum of two years is considered necessary to render a professional service to the local government. In limited circumstances, it may be in the best interests of the local government and the member to separate before serving two years. Some examples include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or significant personal issues. It is the responsibility of an applicant for a position to understand conditions of employment, including expectations of service. Not understanding the terms of employment prior to accepting does not justify

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premature separation. For all members a short tenure should be the exception rather than a recurring experience, and members are expected to honor all conditions of employment with the organization.

Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a position should show professional respect for persons formerly holding the position, successors holding the position, or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

Relationships in the Workplace. Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

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Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Conflicting Roles. Members who serve multiple roles – either within the local government organization or externally – should avoid participating in matters that create either a conflict of interest or the perception of one. They should disclose any potential conflict to the governing body so that it can be managed appropriately.

Conduct Unbecoming. Members should treat people fairly, with dignity and respect and should not engage in, or condone bullying behavior, harassment, sexual harassment or discrimination on the basis of race, religion, national origin, age, disability, gender, gender identity, or sexual orientation.

**Tenet 4.** Serve the best interests of the people.

**GUIDELINES**

Impacts of Decisions. Members should inform their governing body of the anticipated effects of a decision on people in their jurisdictions, especially if specific groups may be disproportionately harmed or helped.

Inclusion. To ensure that all the people within their jurisdiction have the ability to actively engage with their local government, members should strive to eliminate barriers to public involvement in decisions, programs, and services.

**Tenet 5.** Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.

**Tenet 6.** Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

**Tenet 7.** Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

**GUIDELINES**

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

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Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

**Tenet 8.** Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

**GUIDELINES**

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

**Tenet 9.** Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

**Tenet 10.** Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

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**GUIDELINE**

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

**Tenet 11.** Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

**GUIDELINE**

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

**Tenet 12.** Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

**GUIDELINES**

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

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In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements,

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marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.
Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

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