****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
AGENDA

COUNCIL CHAMBERS | NOVEMBER 28, 2022 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Rupsis

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

MINUTES:

- October 24, 2022
- November 14, 2022 - Pending

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 4, 5 and 6 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

1. CONSENT AGENDA -- Separations:

A. Bid Awards:

1. **Airport Carpet Installation and Replacement Project.** (Opened 11/9/2022) Recommend Pierce Flooring, Inc.

B. **Consultant Services Agreement** with Matt Robertson Brokerage, Inc. in affiliation with NAI Business Properties.

C. **Consultant Services Agreement** with Brian Wishneff and Associates, LLC, for new City Hall Historic Tax Credit.

D. **Purchase** 760 Lake Elmo Drive for Fire Station No. 8.

E. **Purchase** one (1) 4x4 Backhoe/Loader Tractor for Public Works Department, Distribution and Collection Division; RDO Equipment Co.

F. **Purchase** two (2) Ford F250 Crew Cab Brush Trucks for Fire Department; Duval Ford.

G. **Preliminary Plat Extension** for Trails West Subdivision, 6th Filing. **Quasi-Judicial*

H. **Final Plat** of Bishop Fox Subdivision, Amended Plat of Lot 1, Block 1. **Quasi-Judicial*

I. **Resolution a**pproving Bureau of Reclamation Small Storage Grant Application.

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

1. October 17, 2022
2. October 24, 2022
3. October 31, 2022

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

REGULAR AGENDA:

2. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1019:** located at Lots 2 and 3, Block 1, Zimmerman Home Place Subdivision, 3rd Filing. Zoning Commission recommends approval and adoption of the 10 criteria. ** Quasi-Judicial*

   - *Presented by: Nicole Cromwell, Zoning Coordinator*

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1019 and adopt the findings of the 10 criteria, as recommended by the Zoning Commission.

3. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Section 10-202, Billings, Montana City Code (BMCC), creating a second Municipal Court Judge office. Staff recommends approval.

   - *Presented by: Gina Dahl, City Attorney*

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance amending Section 10-202, BMCC, creating a second Municipal Court Judge office, as recommended by staff.

4. **STILLWATER BUILDING** updates. No action required.

   - *Presented by:* Jessica Fust, Facilities Manager

5. **APPROVAL OF BID PACKAGE NO. 1 CONTRACT AMENDMENT** with Dick Anderson Construction for New City Hall Project. Staff recommends approval.

   - *Presented by: Jessica Fust, Building Official*

   Recommended Motion: I move to approve bid package no. 1 contract amendment with Dick Anderson Construction for New City Hall Project, as recommended by staff.

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

   Recommended Motion: I move to approve the employment contract with Chris Kukulsk, as City Administrator, as written.

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:	11/28/2022
Title:	Approval of the Airport's Carpet Installation/Replacement Project
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve and award the Airport's Carpet Installation and Replacement Project to low bidder Pierce Flooring, Inc. - Billings, MT for $174,150.00.

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

In order to continue the color scheme of the new Concourse expansion into the pre-security areas, bids were requested for new carpeting that matches the new Concourse in the areas not under construction; including ticketing, baggage claim and the existing terrazzo areas. The existing terrazzo tile flooring is located on the main walkway between Doors 1 - 4, running from ticketing to baggage claim. The terrazzo was installed during the 1992 expansion project and has developed numerous cracks and chipped out areas from the ground shifting during the transition between the cold Winters and hot Summers. Subsequently, the roughly 10,000 square feet of terrazzo flooring will be covered with new carpet tiles enhancing this walkway area. Additionally, all of the existing carpeting in baggage and ticketing will also be replaced for a total of 21,860 square feet of carpet tiles that match the new Concourse carpet, and 2,750 square feet of new walk off carpet in front of the doors. Now that the new Concourse A is open, this project will begin to refresh and update the pre-security areas of the Terminal so that all of the spaces start blending together. This work will take place at night and is scheduled for installation after the holidays so as not to disrupt airline operations in the Terminal Building.

This project was advertised in the *Yellowstone County News* on October 21, 28 and November 4, 2022, and posted on the City and Airport's websites. On November 9, 2022, the following bids were received:

CONTRACTOR	BID
Continental Flooring Company, Scottsdale, AZ	$190,777.00
Pierce Flooring, Inc. Billings, MT	$174,150.00

ALTERNATIVES

City Council may:

- Approve the award of the Airport's Carpet Installation and Replacement Project to Pierce Flooring, Inc. Billings, MT for $174,150.00; or,
- Decline to approve the award, reject all bids, and possibly delay the project.

FISCAL EFFECTS

The low bid for this project is $174,150.00 and the funds for this project are available in the Airport's Capital Account.

City Council Regular

Date:	11/28/2022
Title:	Agreement with Matt Robertson Brokerage, Inc. in affiliation with NAI Business Properties as the Consultant
Presented by:	Jessica Fust
Department:	City Hall Administration
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends approving the service agreement with Matt Robertson Brokerage, Inc. in affiliation with NAI Business Properties as the Consultant for real estate brokerage services for the following properties:

City Hall and Garage (Park 3) - Sale
New City Hall (Stillwater Building) - Leases
Park One First Floor Retail Space Condos - Sale
South Surface Parking Lot off North 27th St, between 1st Ave N and 2nd Ave N - Sale
North Surface Parking Lot off North 27th St, between 1st Ave N and 2nd Ave N - Sale

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

The City issued an RFP for real estate brokerage services. NAI was selected as a qualified responder by the committee based on the following criteria:

The evaluation committee reviewed and evaluated the proposals according to the following criteria based upon a total number of 1,000 points.

SECTION 1: INITIAL EVALUATION (Max 100 points)

Compliance with instructions stated in the RFP		50
Compliance with proposal submittal date		50

SECTION 2: PROPOSAL/OVERVIEW/UNDERSTANDING (Max 150 points)

Completeness of response to RFP as outlined in this solicitation		50
Compliance with the City Terms and Conditions		50
Understanding of the City's needs and expectations		50

SECTION 3: QUALIFICATIONS/EXPERIENCE/REFERENCES (Max 250 points)

Ability of the Proposer(s) to meet or exceed the requirements defined in the RFP		50
Experience, qualifications and references		50
Knowledge of local real estate market		50
Experience with working with municipalities		50
Local reputation		50

SECTION 4: COST PROPOSAL (Max 500 points)

Cost Proposal		500

GRAND TOTAL **/1000**

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve and provide further direction

FISCAL EFFECTS

The Consultant shall provide several real estate related services per the fee schedule listed in Exhibit 'A' of the contract. The fees for services shall be paid from division operating budgets, or from proceeds of the sale or leases of properties.

Attachments

Realestate Services Contract

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into _____ by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **MATT ROBERTSON BROKERAGE, INC.** in affiliation with NAI Business Properties of Billings, MT, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to buy, sell, and lease property and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

WHEREAS, the **CITY** has authority to contract for such services, and;

WHEREAS, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. PURPOSE: CITY agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. Services provided shall be at the request and discretion of City staff for properties identified in Exhibit "B". This contract is not intended to provide exclusive representation to the **CONSULTANT** for all City properties.

2. TERM: This **AGREEMENT** shall be for a period of two (2) years, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for (3) three one year options by mutual agreement of both parties, in writing, thirty (30) days prior to termination of each term.

3. PAYMENT: In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** as described in Exhibit A.

Except as otherwise specified herein, the **CONSULTANT** shall invoice the **CITY** monthly (or on such other basis as the Parties may mutually determine) for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

Except as otherwise specified herein, the **CITY** shall pay, net of applicable withholding tax, if any, the **CONSULTANT** for said invoice within thirty (30) days after receipt.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the **CONSULTANT** will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at the **CONSULTANT'S** discretion.

4. INCORPORATION BY REFERENCE: All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.

5. INDEPENDENT CONTRACTOR STATUS: The parties agree that **CONSULTANT** is an independent contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

6. INDEMNITY:

The **CONSULTANT** SHALL:

A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONSULTANT** or its agents or employees.

B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.

C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONSULTANT**, the **CONSULTANT** 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, to the extent caused by the **CONSULTANT'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONSULTANT'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

D. Indemnify and hold **CONSULTANT**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.

E. Not indemnify and hold the **CONSULTANT** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONSULTANT** occurring during the course of or as a result of the performance of the **AGREEMENT**.

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

7. AGREEMENTS OF CONSULTANT: As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished 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.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

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

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted to companies not solely owned by Matt Robertson, without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

8. AGREEMENTS OF CITY:

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the **CITY'S** portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the **CONSULTANT** and the **CITY**. For this project, the Project Manager for

CONSULTANT designated is Matt Robertson and the Project Manager for the **CITY** designated is Jessica Fust.

9. <u>NONDISCRIMINATION</u>:

A. **CONSULTANT** shall, in performance of work under this **AGREEMENT**, 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. **CONSULTANT** 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 **CONSULTANT** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONSULTANT** agrees that the hiring of persons to perform this Contract 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** and any **SUBCONSULTANT** 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 **CONSULTANT'S** legal duty to furnish information.

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

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

E. The **CONSULTANT** 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 **CONSULTANT** under this **AGREEMENT**.

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

10. **PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.

11. **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.

12. **CONFLICT OF INTEREST: CONSULTANT** shall exercise reasonable care and diligence to prevent any actions or conditions which could result **in** a conflict with **CITY'S** interest. During the term of this **AGREEMENT**, **CONSULTANT** shall not accept any employment or engage in any consulting work which creates a conflict of interest with **CITY** or in any way compromises the services to be performed under this **AGREEMENT**.

CONSULTANT shall immediately notify **CITY** of any and all violations of this Section upon becoming aware of such violation.

13. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

14. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.

15. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.

16. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.

    In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

17. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.

18. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request.

19. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**. All materials related to this **AGREEMENT** and services provided are considered public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA

and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

20. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.

21. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.

22. **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 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.

23. **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.

24. **MODIFICATION AND AMENDMENTS:** That 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**.

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

CITY OF BILLINGS, MONTANA

WILLIAM A. COLE,
MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

ATTEST:

DENISE BOHLMAN, CITY CLERK

MATT ROBERTSON BROKERAGE, INC.

SIGNATURE

PRINT NAME

PRINT TITLE

EXHIBIT A

The **CONSULTANT** shall provide the following services at the request and discretion of the City. This contract is not intended to provide exclusive representation to the **CONSULTANT** and other projects and other City departments may utilize the services of other real estate firms.

Real Estate Services:

1. **Brokerage**
   Dispositions
   5% of gross sale amount with 2.5% being paid to a cooperating broker.

2. **Buying/Leasing**
   Typically the fee is paid by the seller or landlord. In the event they do not pay a fee, we will charge 2.5% of the gross sale or 2.5% of the Net lease amount. Any such fee incurred by the **CITY** shall be agreed to in writing between the **CONSULTANT** and **CITY** prior to entering into a legally binding contract to buy or lease a property. Fees above the City Administrator's signing authority may need to be approved by Council.

3. **Leasing of City owned property**
   New leases: 5% of Net lease amount for the first 10 years of the lease. 3% of the Net lease amount for any years over the first 10 years of the initial Term.
   Renewals: 2.5% of Net lease amount

4. **Valuation Evaluation**
   Standard $650
   Complex $750

5. **Appraisal Services**
   $4,500 - Standard Scope
   $2,500 - Standard Appraisal Review
   Complex property - custom pricing

6. **Management**
   Full Management Fee
   5% of gross receipts on a monthly basis.
   Depending on the size, scope and tenant makeup of the full management assignment, a flat, fixed fee may be discussed.
   This fee includes full management services, including monthly rent collections, owner reporting, management of tenant requests and concerns, oversight of

minor maintenance, lease administration, vendor management, maintenance & repair coordination, and after-hours answering service.

7. Construction Management Fee

For major repair, capital improvement projects, and tenant improvement projects, we can offer construction oversight services for a fee equal to 5% of project hard costs. These services include contractor/vendor selection, contract administration, schedule & budget management, and project oversight.

8. Maintenance Fee

We leverage a full facility maintenance team and online work order tracking request system to quickly and efficiently respond to maintenance requests, as well as to schedule preventative maintenance at our managed properties.
Standard Maintenance Rate: $45-$65 per hour
Specialized Maintenance Rate: $65-$95 per hour

9. Lease Administration

For a fixed fee of $50/lease/month, we will abstract the commercial lease and track all clauses and critical dates, including rent escalations and contractual options such as renewals and terminations, to ensure that no contractual obligations are missed.

Once the final scope is determined, the services above may be subject to a one time set up fee.

EXHIBIT B

The **CONSULTANT** shall provide services per this contract for the properties identified below. Additional properties shall require an addendum to this contract.

This contract is not intended to provide exclusive representation to the **CONSULTANT** and the **CITY** may utilize the services of other real estate firms.

City Subject Properties:

City Hall and Garage (Park 3)
ADDRESS: 210-220 North 27th Street
LEGAL: BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 58, Lot 1 - 12
SCOPE: Sale

Stillwater Building
ADDRESS: 316 North 26th Street
LEGAL: BILLINGS ORIGINAL TOWNSITE, S33, T01 N, R26 E, BLOCK 43, Lot 1 - 12
SCOPE: Lease

Park 1 – Condo Project
ADDRESS: 3rd Avenue North and North 29th Street
LEGAL: 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 HERE)
SCOPE: Sale

South Surface Parking Lot off North 27th Street between 1st Ave N and 2nd Ave N
LEGAL: BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 5 – 6
SCOPE: Sale

North Surface Parking Lot off North 27th Street between 1st Ave N and 2nd Ave N
LEGAL: BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92, Lot 8, 9 and 10
SCOPE: Sale

City Council Regular

Date:	11/28/2022
Title:	New City Hall Historic Tax Credit Consultant Contract Award
Presented by:	Jessica Fust
Department:	City Hall Administration
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends approval of Historic Tax Credit consultant services contract for the New City Hall Project with Brian Wishneff and Associates, LLC.

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

The City of Billings Facilities Division issued an RFP for a Historic Tax Credit consultant for the New City Hall Project. One proposal was received, and Brian Wishneff and Associates, LLC was selected based on the following criteria:

- Firm Qualifications
- Firm Experience
- Project Manager
- Proposed Project Staff and Subconsultants
- Available Resources and Firm Location
- Project Methodology and Approach
- Cost

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

The consultant charges a fee of 9% of the proceeds from the sale of the historic tax credits. There is no fee owed to the consultant by the City if there are no proceeds realized by the sale of historic tax credits. Historic tax credit value could total up to 25% of the qualified construction expenses. The consultant will work on securing maximum value for the tax credits, which the City will use to reimburse the General Fund for project construction costs. Additionally, the contract includes $5,000 toward reimbursable expenses if the City requests the consultant to travel for meetings or presentations.

Attachments

New City Hall HTC Consultant Contract

Contract for Professional Services

Historic Tax Credit Consultant For The New Billings City Hall Project

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In consideration of the mutual promises herein, City of Billings and Brian Wishneff, and Associates, LLC, agree as follows. This Contract consists of:

Part I, consisting of 14 Sections of Special Provisions

Part II, consisting of 11 Sections of General Provisions

Appendix A consisting of 3 pages (Basic Services of Consultant)

Appendix B consisting of XX pages (Certificate(s) of Insurance)

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the Building and Facilities Manager, Jessica Fust, of the Facilities Division of the Administration Department or her designee.
B. “Billings” means the City of Billings.
C. "Consultant" means Brian Wishneff, and Associates, LLC., and designated staff.

Section 2. Scope of Services.

A. The Consultant shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
B. Billings shall pay the Consultant in accordance with the Schedule of Professional Fees attached as Appendix B and incorporated herein by reference for services actually performed under this Contract.
C. Billings shall not allow any claim for services other than those described in this Section. However, the Consultant may provide, at its own expense, any other services that are consistent with this Contract.

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.
B. The Consultant shall commence performance of the Work described in Section 2 when Contract become effective.

C. This Contract shall terminate at the latter of: midnight on June 30, 2025, or when the final payment from any Historic Tax Credit investors is received by the City.

Section 4. Compensation; Method of Payment.

A. The Consultant shall earn a fee of nine percent (9%) of the total equity payment and/or other form of investment made by any Historic Tax Credit Investor. The Consultant shall be paid its fee on the same schedule as Billings receives any equity payments from a Tax Credit Investor.
B. The Consultant shall also be reimbursed for pre-approved travel expenses whether a tax credit closing occurs or not. However, the Consultant's expenses to be reimbursed shall not exceed $5,000.
C. The Consultant is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
D. As a condition of payment, the Consultant shall have paid all City taxes currently due and owing by the Consultant.

Section 5. Termination of the Consultant's Services.

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

A. By mutual consent of the parties.
B. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 15 days after receiving the notice.

Section 6. Duties Upon Termination

A. If the contract is terminated by mutual consent of the parties prior to any tax credit sale or payment that benefits Billings, Billings shall have no obligation to compensate the Consultant for their work. All finished and unfinished documents and materials prepared by the Consultant shall remain the property of the Consultant.
B. If the Consultant's services are terminated for cause prior to any distribution of funds from the sale of tax credits, Billings shall have no obligation to compensate the Consultant for any services rendered up to that point.
C. If the Consultant's services are terminated for cause after the distribution of funds from the sale of tax credits, Billings shall pay the Consultant the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Consultant's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Consultant under this Contract shall become the property of Billings at its option.

D. If the Consultant receives payments exceeding the amount to which it is entitled under Subsections A, B, or C of this Section, they shall remit the excess to the Administrator within 30 days of receiving notice to do so.
E. The Consultant shall not be entitled to any compensation under this Section until the Consultant has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
F. If the Consultant's services are terminated for whatever reason, the Consultant shall not claim any compensation under this Contract, other than that allowed under this Section.
G. If a final audit has not been performed before the Consultant's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
H. Except as provided in this Section, termination of the Consultant's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

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

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

C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

A. Billings will assign this Agreement to the appropriate entity that will carry out the tax credit transaction if necessary. Billings will remain liable under this Agreement should such an assignment occur.

B. The Consultant recognizes they do not have the authority to commit Billings to financial obligations related to this contract.

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

A. Except as otherwise provided herein, all data, documents and materials produced by the Consultant under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. The Consultant's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Consultant in writing of the specific information considered by Billings to be confidential and proprietary.
B. Equipment purchased by the Consultant with Contract funds: See Appendix A, Section 3. Scope of Work.
C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Consultant from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract.

Section 10. Notices.

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

Billings: City of Billings
Jessica Fust
Building and Facilities Manager
PO Box 1178
Billings, Montana 59103
Email : fustj@billingsmt.gov

Consultant: Adam Markwood
Brian Wishneff and Associates, LLC
30 W. Franklin Road, Suite 503
Roanoke, VA 24011

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Consultant shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

    1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
    2. Strikes or Work stoppages.
    3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
    4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Consultant agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 14. Subcontracts.

The Consultant may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
B. Every subcontract under which the Consultant delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Consultant.
C. Every subcontract in an amount exceeding $1,000 shall require reasonable access to business records of the sub-Consultant relating to the purchase of goods or services pursuant to the subcontract.

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Consultant shall perform its obligations hereunder as an independent Consultant of Billings. Billings may administer the Contract and monitor the Consultant's compliance with its obligations hereunder. Billings shall not supervise or direct the Consultant other than a provided in this Section.

Section 2. Nondiscrimination.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Consultant agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
B. The Consultant shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
C. The Consultant shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
D. The Consultant shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such sub-Consultant or vendor of the Consultant under this Contract.
E. The Consultant shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
F. The Consultant and sub-Consultant 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 Consultants and sub-Consultants to employ and advance in employment qualified protected veterans and individuals with disabilities.
G. The Consultant and sub-Consultant shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicates may not be discharges or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees

or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the Consultant's legal duty to furnish information.

Section 3. Permits, Laws, and Taxes.

The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Consultant under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

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

Section 5. Amendment.

A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

    Consultant: Brian Wishneff and Associates, LLC, Consultant

    Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

The Consultant shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Consultant is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Consultant shall submit such other information and reports relating to its activities under this Contract, to Billings, in such form and at such times as Billings may reasonably require. The Consultant shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Consultant to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract

shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below.

CITY OF BILLINGS, MT

_____
WILLIAM A. COLE, MAYOR

DATE: _____

ATTEST:

_____
DENISE BOHLMAN, CITY CLERK

DATE: _____

APPROVED AS TO FORM:

_____
CITY ATTONERY'S OFFICE

DATE: _____

BRIAN WISHNEFF AND ASSOCIATES, LLC

NAME: Erik Wishneff

TITLE: CEO

DATE: 11/10/2022

IRS Tax ID #: 54-1703077

City Council Regular

Date:	11/28/2022
Title:	Purchase of 760 Lake Elmo Drive (Fire Station #8)
Presented by:	John Caterino, Facilities Superintendent
Department:	City Hall Administration
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends approval of the buy/sell agreement and removal of all contingencies to purchase the building located at 760 Lake Elmo Drive for $575,000.

At the 09/26/2022 Council Meeting, City Council approved the purchase of said property with contingencies; appraisal, and due diligence.

Appraisal, due diligence inspections for roof, asbestos and radon sampling were conducted and reports are attached.

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

Council directed staff to obtain property for a future eighth fire station located in the Heights. City staff worked with property broker NAI to locate appropriate properties, and they found that the owner of a former fire station located at 760 Lake Elmo Dr. was interested in selling the property. The fire department and facilities toured the building and determined it is in an advantageous location, and good condition, to serve again as a fire station. This station, according to the ESCI long-range master plan from 2018, is strategically located. ESCI advised that we build the next station in the Heights on Topaz and Hilltop, approximately five blocks from the desired location. Except for some renovation, this former fire station is ready for service and would be much less expensive than purchasing, developing, and building a new station.The Fire Department will present current and projected data on the advantages of this location in serving the Heights and Billings Community. This station could meet the immediate needs of housing the Mobile Response Teams that should be operational in December 2022.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

The purchase price is $575,000, which will be paid for with Fire Department budget that was allocated for the purchase of land for Fire Station #8.

Purchase Price: $575,000
Due Diligence Cost: $8,872 (appraisal $4,500, asbestos and radon $3,572, and roof $800)
Remodel Costs: Estimated at $300,000
Estimated total: $883,872

The Fire Department has allocated approximately $2,000,000 in FY23 for a second Heights fire station.

SUMMARY

Attached items include: roof inspection report, asbestos and radon sample report, appraisal, and signed buy/sell agreement.

Attachments

Roof Inspection Report
Asbestos and Radon Sample Report
Appraisal Report
Buy/Sell Agreement

October 18, 2022

John Caterino
City of Billings
PO Box 1178
Billings, MT 59105

Re: 760 Lake Elmo Drive
Pre-Purchase Roof Inspection

John,

The purpose of this report is to outline our findings from the roof inspection on the building located at 760 Lake Elmo Drive. The inspection was performed on October 10, 2022.

The building consists of a gable roof that connects to a hip section on the west side. The main gable roof is approximately 3:12 or 12° slope and the west side hip section is a 28:12 or 67° slope. The roof system consists of one layer of architectural asphalt shingles with a standard 5 5/8" exposure. The shingles appear to be 8-10 years old and in good condition throughout.

The following maintenance items were found during the inspection:

1. There is a photocell conduit pipe penetration right at the top of the ridge on the east side that does not have a proper flashing installed. The conduit penetrates the roof and has sealant installed at the roof level. This pipe needs a flashing installed. ***See Pic #1***

2. There is a small rectangular sheet metal box penetration installed through the roof with two galvanized pipes coming through the box and sealant with silicone. The sheet metal box is sealed at the roof level as well. The one pipe has been sealed off at the top and the other appears to be abandoned. If this is the case, this entire assembly should be removed from and the roof patched. If not, this box needs to be flashed into the roof system. ***See Pic #2***

3. Along the 2'x2' curb, there are no step flashings along the east and west sides. Any area where the roof meets a wall or curb, these locations require one (1) step flashing per each row of shingles. Once these are installed, a counterflashing will be required to cover the tops of the step flashings. ***See Pics #3 and #4***

4. There is a ½" photocell conduit with a sheet metal flashing that needs to be sealed at the top. We would also recommend installing a storm collar. ***See Pic #5***

5. The gutters along the south side of the building are full of leaves/debris from the tree in the corner of the building. These need to be removed to allow the water to properly drain and prevent backing up. ***See Pics #6 and #7***

6. Back of gutter has been notched out at the corner. There needs to be slip flashing installed to keep water from running back behind gutter and against the fascia. ***See Pic #8***

7. Corner of 'D' Style edge metal needs slip flashing installed at corner to extend over back of gutter. ***See Pic #9***

- ***Budget to repair items 1 – 7 above: $3,800.00***

General Notes:

- The eave soffits have venting channels, but there is no venting along the ridge. Buildings require venting at both the eaves and ridges. Over time, this can lead to early deterioration of the shingles due to excessive heat. We would recommend installing vented ridge during next reroof project. ***See Pic #10***
- Ridge does not have proper ventilation. ***See Pic #11***
- Where we were able to visually inspect along the eave and rake edges, there has been ice and water shield installed at these locations. ***See Pic #12***
- The 'D' style drip edge has been installed using plastic cap nails. Manufacturers require standard roofing nails to attach edge metal. The reason for this is to allow the shingles to sit flat on the edge metal and seal down properly. During the inspection, it appeared that most areas along the eave and rake edges were adhered. Over time, there is a potential for winds to lift the shingles and possibly break them off. Wind driven rain and snow also have the potential to enter under at these locations. Continually monitor these areas. ***See Pics #13 and #14***
- There is a ridge/buckle approximately 8' in from the west corner that runs north/south. It appears to be in the decking and/or structure. There does not appear to be any damage or concern at this time. Recommend continually monitoring and inspecting this area during next reroof project. ***See Pic #15 and #16***
- There was no evidence of hail damage found to the actual shingles. The only hail damage found was on the vents and vent caps, which was very minimal.

Summary:

In summary, the roof overall is in good condition. We would recommend completing the above repair items to prevent potential leaks. Some of the items would be considered preventative maintenance and may not leak in the near future but these should be addressed as soon as possible to prevent damage and/or leaks.

The average lifecycle of an asphalt shingle roof is 20 – 30 years. As long as all the repairs are completed in this report, annual inspections and maintenance are

performed and no unforeseen issues occur, the roof should perform throughout its remaining service life.

The means and methods by which we conducted our inspection conform to current practices being utilized within the roofing industry. There may be existing conditions within the roofing system and/or the building structure that are not apparent or detectable, based upon the inspection means, methods and sampling employed. Accordingly, we disclaim any responsibility to the addressee or any other persons who may rely upon the contents of this report for any and all damages, liability, expenses and costs of any kind, which result from or arise because of any such latent, hidden or undetected condition(s).

Please don't hesitate to call with any further questions.

Sincerely,

Travis Kennedy
Consulting Services Manager

ROOF INSPECTION WORK SHEET

DATE : 10/10/2022

BUILDING NAME :

INSPECTOR : TJK

ADDRESS : 760 Lake Elmo Drive

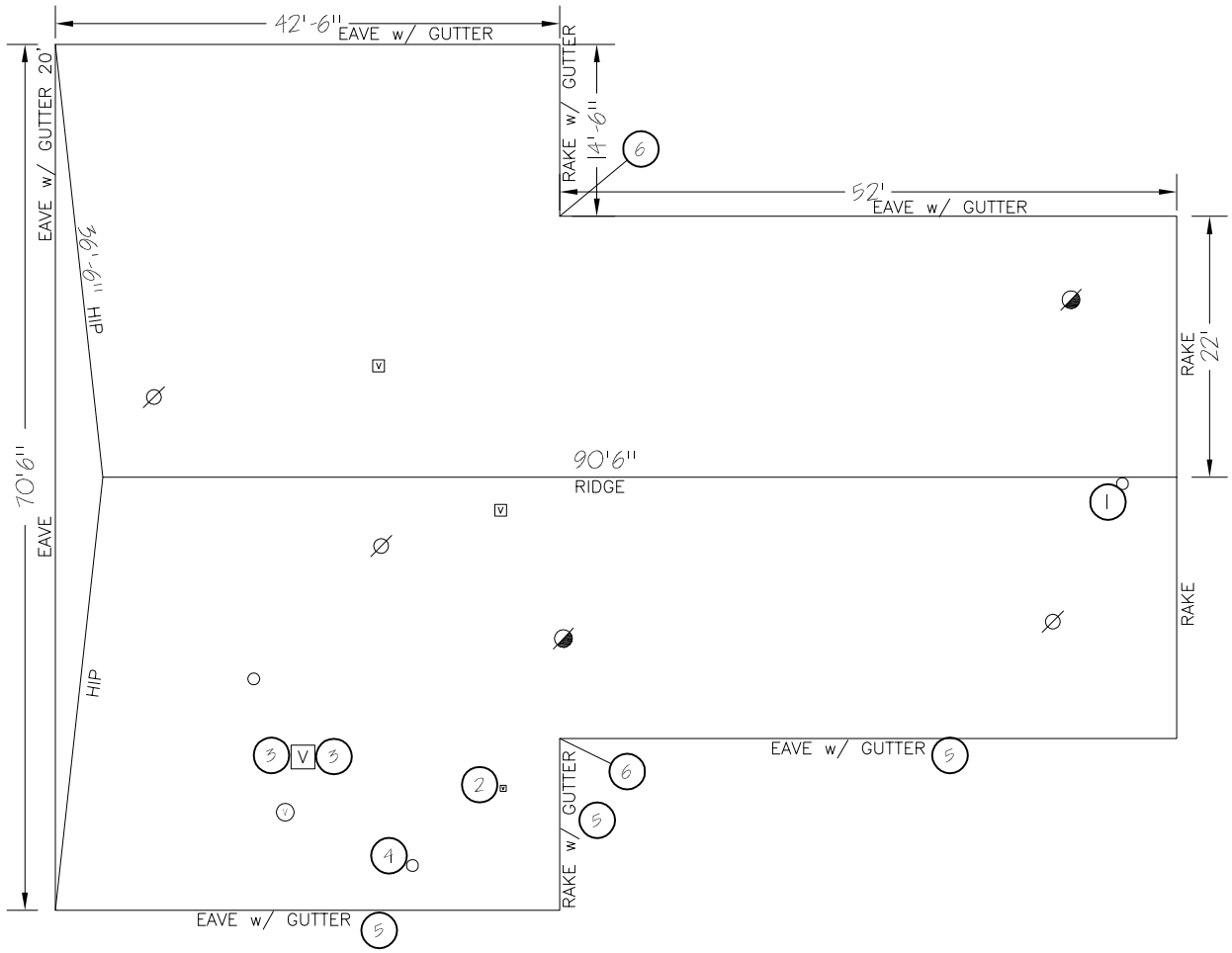
SECTION : A

BUILDING NUMBER : 001

AREA : 5,579 sq. ft.

BRADFORD ROOF MANAGEMENT

SCALE : 1/16" = 1'



© Copyright 2022
Bradford Roof Management

NORTH



OVERVIEW OF SOUTH SIDE



OVERVIEW OF NORTH SIDE



OVERVIEW OF SOUTH WEST EXPOSURE



OVERVIEW OF WEST EXPOSURE



OVERVIEW OF NORTH SIDE OF ROOF LOOKING EAST.



OVERVIEW OF SOUTH SIDE OF ROOF LOOKING EAST.



PIC #1



PIC #2



PIC #3



PIC #4



PIC #5



PIC #6



PIC #7



PIC #8



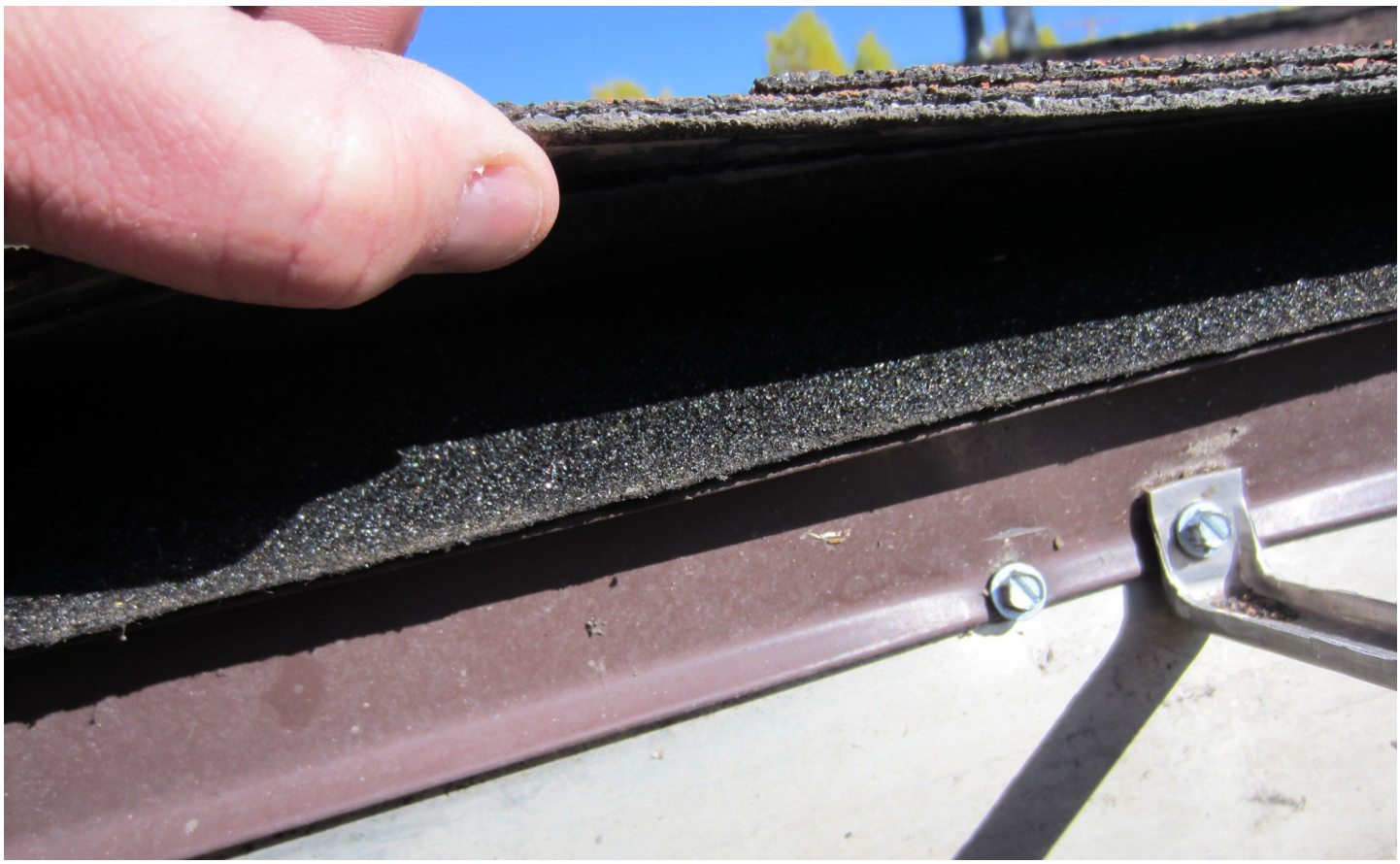
PIC #9



PIC #10



PIC #11



PIC #12



PIC #13



PIC #14



PIC #15



PIC #16

TETRA TECH

November 14, 2022

Mr. John Caterino
Facilities Superintendent
City of Billings
P.O. Box 1178
Billings, Montana 59101

Delivered via email caterinoj@billingsmt.gov

SUBJECT: Asbestos Inspection and Radon Assessment Report
760 Lake Elmo Drive
Billings, Montana
Tetra Tech Project No. 117-8034012.100

Dear Mr. Caterino:

Tetra Tech, Inc. (Tetra Tech) conducted an asbestos inspection and radon assessment for the above referenced site. Based on correspondence with you prior to the commencement of the project, Tetra Tech was instructed to conduct an inspection for suspect asbestos-containing materials (ACM) and evaluate the radon in the building for information purposes. Details of our inspection and assessment are provided below.

ASBESTOS INSPECTION

The asbestos inspection was conducted on October 12, 2022, in accordance with the Administrative Rules of Montana 17.74.354, using the currently recognized standard protocol developed under the National Emission Standards for Hazardous Air Pollutants (NESHAP) and the Asbestos Hazard Emergency Response Act (AHERA), as administered by the State of Montana Department of Environmental Quality (MDEQ).

Mr. Roger W. Herman, Jr. of Tetra Tech, MDEQ Accredited Asbestos Inspector, collected samples of suspect ACM. His MDEQ Inspector Accreditation is presented in Attachment A.

The bulk samples were shipped, along with completed chain-of-custody documentation, to Crisp Analytical of Carrollton, Texas for the analysis of asbestos fibers by polarized light microscopy (PLM) using U.S. Environmental Protection Agency (EPA) Methods described in 40 CFR Part 763 Appendix E Subpart E (Interim and EPA 600/R-93 / 116 (Improved). Only one of the samples from each homogenous material was tested if the initial sample tested positive for asbestos, the remaining samples from that group were retained, but not sampled. A copy of the laboratory analytical report and chain of custody is contained in Attachment B.

A summary of the ACMs identified to contain greater than 1% asbestos is provided in Table 1. Approximate sample collection locations are presented on the Field Drawing and approximate ACM locations are presented on the Field Drawing.

Table 1 Summary of ACM				
HA Number	**Material Description and Location**	**Percent Asbestos**	**Material Type**	**NESHAP Category**
LE-M12.4	Brown 6-inch stair wall base and associated tan mastic located in Room 113	2% Chrysotile	Miscellaneous	Category II Non-Friable
LE-M31.1	Black foundation mastic located on the north and west exterior walls	2% Chrysotile	Miscellaneous	Category II Non-Friable
LE-M31.2	Gray foundation mastic located on the north and west exterior walls	5% Chrysotile	Miscellaneous	Category II Non-Friable
HA = Homogeneous Area Number, NESHAP = National Emission Standard for Hazardous Air Pollutants				

In accordance with state and federal regulations pertaining to asbestos, the ACMs identified in Table 1 are required to be abated prior to disturbance. The ACMs are required to be removed by a licensed asbestos abatement contractor using appropriate asbestos abatement methods and procedures in accordance with applicable state and federal regulations. Following the completion of asbestos abatement, a visual inspection and asbestos air clearance need to be conducted as required by ARM 17.74.357. Any contractor preparing to bid or perform work on the site should be informed of the potential presence of ACMs. Contractors should also be informed of compliance requirements under current state and federal regulations.

The following materials sampled from the site were suspected to contain asbestos but were found not to contain asbestos by laboratory analysis:

- Off-white and gray square patterned SVF and associated tan mastic located in Rooms 110 and 111 (LE-F1.1A, B, C)
- Tan mastic associated with gray tread patterned carpet located in Rooms 101, 102, 103, 104, 105, 106, 107, and 109 (LE-F7.1A, B, C)
- Tan mastic and white leveling compound associated with light gray carpet located in Rooms 102 and 112 (LE-F7.2A, B, C)
- Tan mastic and white leveling compound associated with dark green carpet located in Rooms 101, 103, and 104 (LE-F7.3A, B, C)
- Tan mastic associated with dark gray carpet located in Room 113 (LE-F7.4A, B, C)
- Black and brown roofing shingles located on the roof (LE-M1.1A, B, C)
- White 2-foot by 2-foot ceiling panels with pinhole and large fissure located in Room 101 (LE-M5.1A, B, C)
- White 2-foot by 2-foot patterned ceiling panels with pinhole and small fissure located in Room 112 (LE-M5.2A, B, C)
- Gray vent glazing located on the southeast wall opposite the mechanical room (LE-M8.1A, B, C)
- Black unassociated wall base mastic located in Room 107A closet (LE-M12.1A, B, C)

- Tan 4-inch wall base and associated tan mastic located in Room 107A closet (LE-M12.2A, B, C)
- Dark brown 4-inch wall base and associated tan mastic located in Rooms 113 (LE-M12.3A, B, C)
- Brown 6-inch stair wall base and associated tan mastic located in Room 113 crawlspace (LE-M12.4.2A, B, C)
- Red 6-inch by 12-inch brick and associated gray mortar located on exterior walls (LE-M13.1A, B, C)
- Dark gray pipe/cable sealant compound located in Room 107A closet (LE-M14.1A, B, C)
- Gray foundation concrete located throughout (LE-M18.1A, B, C)
- Brown bat insulation backing with associated black mastic located throughout the attic (LE-M32.1A, B, C)
- Off-white and brown streak patterned wallpaper and associated tan mastic located in Room 17 (LE-M34.1A, B, C)
- White painted heavy orange peel textured wallboard system located in Rooms 101-106, and 107A (LE-S3.1A, B, C, D, E)
- White painted smooth green wallboard system walls located in Room 108 (LE-S3.2A, B, C)
- White painted orange peel textured wallboard system located in Rooms 110 and 111 (LE-S3.3A, B, C)
- White painted light orange peel textured wallboard system Located in Room 112 (LE-S3.4.1A, B, C)
- White painted very light orange peel textured wallboard system located in Room 112 (LE-S3.5A, B, C)
- Off-white painted smooth wallboard system located in Room 113 (LE-S3.6A, B, C)
- Tan painted smooth wallboard system located in Room 113 (LE-S3.7A, B, C)
- Off-white HVAC joint caulking located in Room 108 (LE-T8.1A, B, C)

RADON ASSESSMENT

Project Background

Tetra Tech conducted radon sampling in four random locations throughout the building. Radon is a naturally occurring, odorless, colorless gas that is generated from the natural radioactive decay of radium and uranium. The uranium concentration of underlying geologic materials is a fundamental variable determining underground radon production rate. Geologic materials that contain greater amounts of uranium, such as granites and shales, produce greater amounts of radon. Radon seeps from the soil into buildings primarily through sump holes, dirt floors, floor drains, and cinder block walls, and cracks in foundations and concrete floors.

The U.S. Environmental Protection Agency (EPA) and the U.S. Geological Survey have conducted radon sampling of buildings and homes in Montana. Published as the Montana-EPA Map of Radon Zones, the survey classified Yellowstone County, Montana as Radon Zone 2, which indicates moderate potential for indoor radon concentrations to exceed the EPA action level. No enforceable regulations exist to control indoor radon levels.

Tetra Tech's sampling was conducted during normal operating conditions and the heating ventilation and cooling (HVAC) system was in operation. Tetra Tech utilized activated charcoal radon test canisters. The test canisters were left in the designated locations for 48 hours. At the conclusion of the test, the radon canisters were collected and submitted under proper chain of custody to Energy Laboratory in Billings, Montana for radon analysis.

Radon Results

Mr. JJ Lindsay of Tetra Tech placed and collected radon canisters in four locations on October 12, 2022 and collected the canisters on October 14, 2022. Individual results are provided in Table 2 and copies of the laboratory analytical reports and chain of custody are contained in Attachment B. Approximate sample collection locations are presented in Field Drawing.

Table 2
Summary of Radon

Sample ID	Sample Location	Results (pCi/L)
R1-3625	On the table in room 107	3.1
R2-3616	On the desk in room 105	3.4
R3-3548	On the desk of room 112	2.5
R4-3554	On the shelf in room 113	2.9

pCi/L = picocuries per liter

Laboratory analyses indicated that the radon levels for the areas tested in the building were between 2.5 picocuries per liter (pCi/L) and 3.4 pCi/L. The EPA and Centers for Disease Control (CDC) have used a continuous exposure level of 4.0 pCi/L as a guidance level at which further testing and/or remedial actions are indicated.

Laboratory analysis of radon test canisters placed in the building showed that no radon level exceeded EPA and CDC continuous exposure levels of 4.0 pCi/L.

The EPA and CDC recommend that follow-up measurements be conducted if the screening measurement result is between 4 pCi/L to 20 pCi/L. Based on the results of the building, Tetra Tech recommends that no additional testing needs conducted as the levels were all below 4pCi/L.

LIMITATIONS

Our opinions are intended exclusively for use by the City of Billings. The scope of services performed by Tetra Tech may not be appropriate to satisfy the needs of other users, and any use or re-use of this document, or the findings presented herein is prohibited and at the sole risk of the user. No additions or deletions are permitted without the express written consent of Tetra Tech. Furthermore, the opinions presented herein are limited by the requested scope of services and the site conditions existing at the time of our assessment. Therefore, our opinions and recommendations may not apply to future site conditions which we have not had the opportunity to evaluate.

It has been a pleasure assisting you with this project. If you should have any questions or need any additional information please contact me in our Tetra Tech Billings, Montana office at (406) 248-9161.

Respectfully submitted,

Tetra Tech, Inc.

Roger W. Herman, Jr.

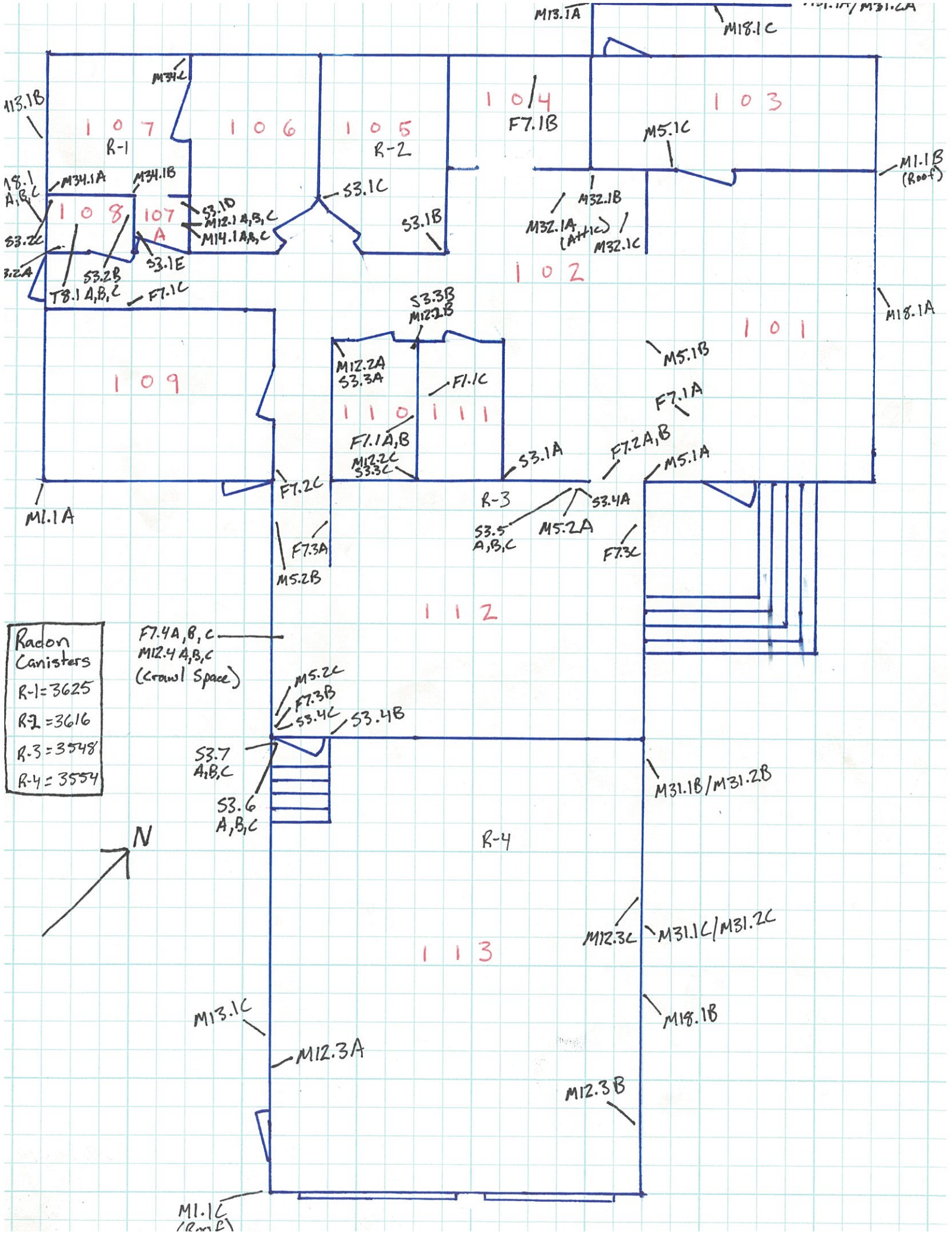
Roger W. Herman, Jr.
Asbestos, Lead & IH Services Manager

Field Drawings
Attachment A – MDEQ Inspector Accreditation
Attachment B – Laboratory Analytical Reports

I:\A-G\Billings City of Engineers Office\117-8034012 - 760 Lake Elmo Dr ASB Services\05-Deliverables\Final\City of Billings-760 Lake Elmo Dr-Asbestos Inspection-Radon Assessment Report.docx

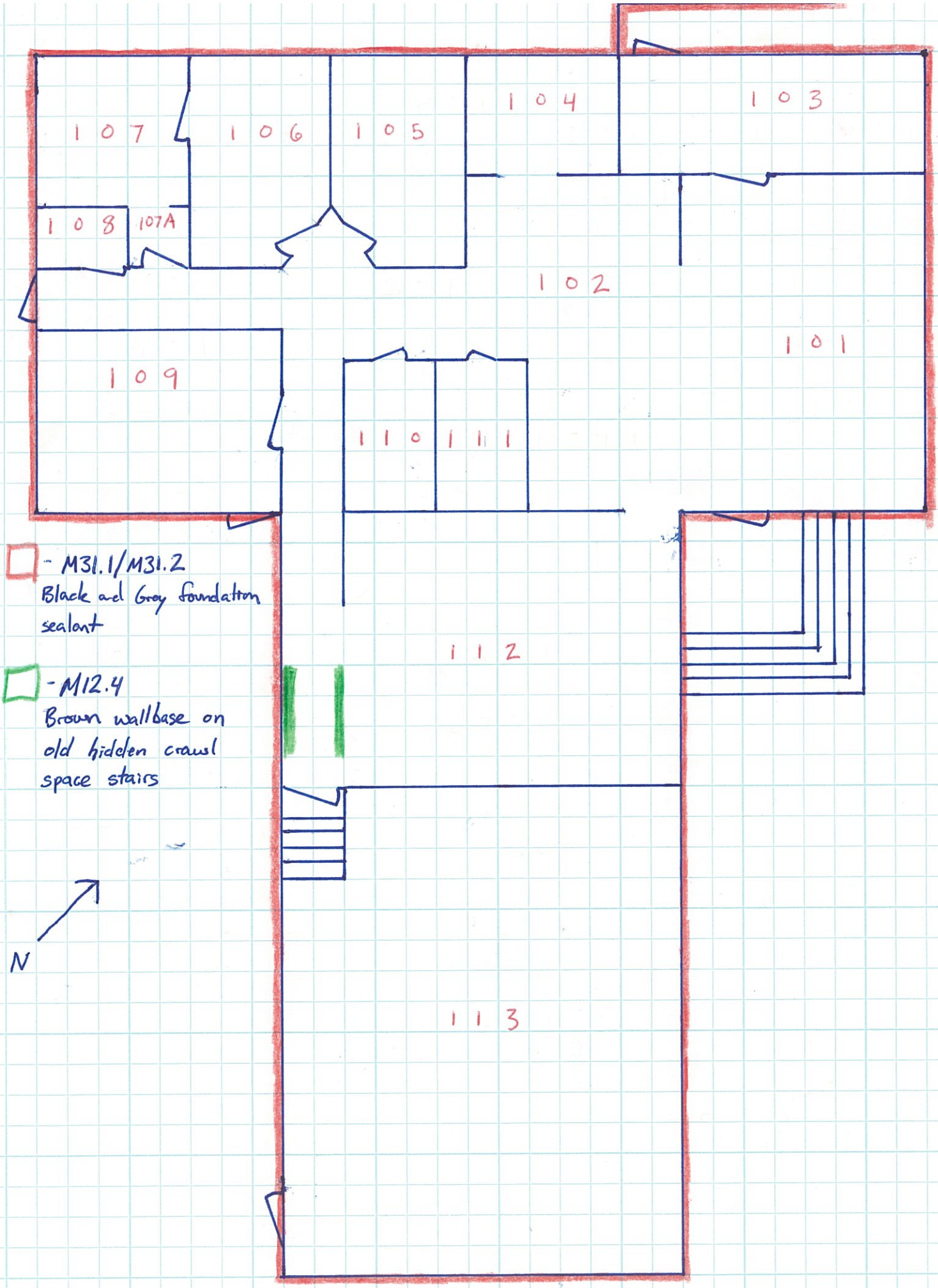
FIELD DRAWINGS

Asbestos and Radon Sample Location Drawing



Radon Canisters
R-1 = 3625
R-2 = 3616
R-3 = 3548
R-4 = 3554

Asbestos Location Drawing


107
106
105
104
103
108
107A
102
101
109
110
111
112
113
- M31.1/M31.2
Black and Gray foundation sealant
- M12.4
Brown wallbase on old hidden crawl space stairs
N

ATTACHMENT A

MDEQ Inspector Accreditation

ROGER W HERMAN

has met the requirements of Montana Administrative Rule 17.74.362 and/or 17.74.363 for accreditation in the following asbestos occupation(s) through the specified expiration date(s).

MTA-1857

Asbestos Inspector	09/29/2023
Management Planner	04/12/2023
Project Contractor/Supervisor	09/30/2023
Project Designer	04/13/2023

MT DEQ Asbestos Control Program

ROGER W HERMAN
3333 CLEAR WATER DRIVE
BILLINGS MT 59101

ATTACHMENT B

Laboratory Analytical Reports

Asbestos Laboratory Analytical Report

CA Labs
Dedicated to Quality

Crisp Analytical, L.L.C.
1929 Old Denton Road
Carrollton, TX 75006
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Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Customer Project: Lake Elmo Firehouse
Reference #: CAL221010435AG Date: 10/21/22

Analysis and Method

Summary of polarized light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of a stereomicroscope. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are preformed. Calibrated liquid refractive oils are used as liquid mouting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjugation with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

Discussion

Vermiculite containing samples may contain trace amounts of actinolite/tremolite. When not detected by PLM, these samples should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may contain a regulated asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Since allowable variation in quantification of samples close to 1% is high, <1% may be reported. Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos or "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). CA Labs is also accredited by AIHA LAP, LLC. in the PLM asbestos field of testing for Industrial Hygiene. All analysts have completed college courses or hold a degree in a natural science (geology, biology, or environmental science). Recognition by a state professional board in one these disciplines is preferred, but not required. Extensive in-house training programs are used to augment the educational background of the analyst. The Laboratory Director and Quality Manager have received supplemental McCrone Research training for asbestos identification. Analysis performed at Crisp Analytical Labs, LLC 1929 Old Denton Road Carrollton, TX 75006

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235
AIHA LAP, LLC Laboratory #102929

CA Labs
Dedicated to Quality

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Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Overview of Project Sample Material Containing Asbestos

Customer Project: Lake Elmo Firehouse **CA Labs Project #:** CAL221010435AG

Laboratory Sample ID	Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
90209	LE-M12.4A	*LE-M12.4A-1*	*brown stairtread*	***2% Chrysotile***	***brown stairtread*** ***black tar*** ***black weathered tar***
90223	LE-M31.1C	*LE-M31.1C-1*	*black tar*	***2% Chrysotile***	
90224	LE-M31.2A	*LE-M31.2A-1*	*black weathered tar*	***5% Chrysotile***	

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235
AIHA LAP, LLC Laboratory #102929

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate
gypsum - gypsum
bi - binder
or - organic
ma - matrix
mi - mica
ve - vermiculite
ot - other
pe - perlite
qu - quartz
fg - fiberglass
mw - mineral wool
wo - wollastinite
ta - talc
sy - synthetic
ce - cellulose
br - brucite
ka - kaolin (clay)
pa - palygorskite (clay)

This report relates to the items tested. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.

CA Labs
Dedicated to Quality

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CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info: **Attn:** **Customer Project:** **CA Labs Project #:**

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Lake Elmo Firehouse
CAL221010435AG

Turnaround Time: 5 days

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Phone # 406-248-9161
Fax # 406-248-9282

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90173	LE-F1.1A		*LE-F1.1A-1*	*tan linoleum*	*y*	***None Detected***	20% ce 6% fg	74% gy,ma
90173			*LE-F1.1A-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90174	LE-F1.1B		*LE-F1.1B-1*	*tan linoleum*	*y*	***None Detected***	20% ce 7% fg	73% gy,ma
90174			*LE-F1.1B-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90175	LE-F1.1C		*LE-F1.1C-1*	*tan linoleum*	*y*	***None Detected***	25% ce 6% fg	69% gy,ma
90175			*LE-F1.1C-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90176	LE-F7.1A		*LE-F7.1A-1*	*gray carpeting*	*y*	***None Detected***	100% sy	

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
Dedicated to Quality

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Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Lake Elmo Firehouse
Turnaround Time:
5 days

CA Labs Project #:
CAL221010435AG

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90176			*LE-F7.1A-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90177	LE-F7.1B		*LE-F7.1B-1*	*gray carpeting*	*y*	***None Detected***	100% sy	
90177			*LE-F7.1B-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90178	LE-F7.1C		*LE-F7.1C-1*	*gray carpeting*	*y*	***None Detected***	100% sy	
90178			*LE-F7.1C-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90179	LE-F7.2A		*LE-F7.2A-1*	*gray carpeting*	*y*	***None Detected***	100% sy	
90179			*LE-F7.2A-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

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Polarized Light Asbestiform Materials Characterization

Customer Info: **Attn:** **Customer Project:** **CA Labs Project #:**

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Lake Elmo Firehouse
CAL221010435AG

Turnaround Time: 5 days

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Phone # 406-248-9161
Fax # 406-248-9282

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90180	LE-F7.2B		*LE-F7.2B-1*	*gray carpeting*	*y*	***None Detected***	100% sy	
90180			*LE-F7.2B-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90181	LE-F7.2C		*LE-F7.2C-1*	*gray carpeting*	*y*	***None Detected***	100% sy	
90181			*LE-F7.2C-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90182	LE-F7.3A		*LE-F7.3A-1*	*brown carpeting*	*y*	***None Detected***	100% sy	
90182			*LE-F7.3A-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90182			*LE-F7.3A-3*	*white leveling compound*	*y*	***None Detected***		100% qu,mi,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
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7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
Dedicated to Quality

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CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info: **Attn:** **Customer Project:** **CA Labs Project #:**

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Lake Elmo Firehouse
CAL221010435AG

Turnaround Time: 5 days

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Phone # 406-248-9161
Fax # 406-248-9282

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90183	LE-F7.3B		*LE-F7.3B-1*	*brown carpeting*	*y*	***None Detected***	100% sy	
90183			*LE-F7.3B-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90184	LE-F7.3C		*LE-F7.3C-1*	*brown carpeting*	*y*	***None Detected***	100% sy	
90184			*LE-F7.3C-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90185	LE-F7.4A		*LE-F7.4A-1*	*gray carpeting*	*y*	***None Detected***	100% sy	
90185			*LE-F7.4A-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90186	LE-F7.4B		*LE-F7.4B-1*	*gray carpeting*	*y*	***None Detected***	100% sy	

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
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4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
Dedicated to Quality

Crisp Analytical, L.L.C.
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Lake Elmo Firehouse
Turnaround Time:
5 days

CA Labs Project #:
CAL221010435AG

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90186			*LE-F7.4B-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90187	LE-F7.4C		*LE-F7.4C-1*	*gray carpeting*	*y*	***None Detected***	100% sy	
90187			*LE-F7.4C-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90188	LE-M1.1A		*LE-M1.1A-1*	*black roofing shingle with brown gravel*	*y*	***None Detected***	13% fg	87% qu,bi
90188			*LE-M1.1A-2*	*black tar and black felt*	*n*	***None Detected***	20% fg	80% qu,bi
90189	LE-M1.1B		*LE-M1.1B-1*	*black roofing shingle with brown gravel*	*y*	***None Detected***	13% fg	87% qu,bi
90189			*LE-M1.1B-2*	*black tar and black felt*	*n*	***None Detected***	20% fg	80% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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9. < 1% Result point counted positive
10. TEM analysis suggested

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Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
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Phone # 406-248-9161
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Attn:

Customer Project:
Lake Elmo Firehouse
Turnaround Time:
5 days

CA Labs Project #:
CAL221010435AG

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90190	LE-M1.1C		*LE-M1.1C-1*	*black roofing shingle with brown gravel*	*y*	***None Detected***	20% fg	80% qu,bi
90191	LE-M5.1A		*LE-M5.1A-1*	*white surfacing*	*y*	***None Detected***		100% qu,bi
90191			*LE-M5.1A-2*	*tan ceiling tile*	*y*	***None Detected***	40% ce 40% fg	20% qu,ca,pe
90192	LE-M5.1B		*LE-M5.1B-1*	*white surfacing*	*y*	***None Detected***		100% qu,bi
90192			*LE-M5.1B-2*	*tan ceiling tile*	*y*	***None Detected***	40% ce 40% fg	20% qu,ca,pe
90192			*LE-M5.1B-3*	*pink surfacing*	*y*	***None Detected***	100% fg	
90193	LE-M5.1C		*LE-M5.1C-1*	*white surfacing*	*y*	***None Detected***		100% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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Polarized Light Asbestiform Materials Characterization

Customer Info: **Attn:** **Customer Project:** **CA Labs Project #:**

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Lake Elmo Firehouse
CAL221010435AG

Turnaround Time: 5 days

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Phone # 406-248-9161
Fax # 406-248-9282

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90193			*LE-M5.1C-2*	*tan ceiling tile*	*y*	***None Detected***	40% ce 40% fg	20% qu,pe,ca
90194	LE-M5.2A		*LE-M5.2A-1*	*white surfacing*	*y*	***None Detected***		100% qu,bi
90194			*LE-M5.2A-2*	*tan ceiling tile*	*y*	***None Detected***	40% ce 40% fg	20% qu,pe,ca
90195	LE-M5.2B		*LE-M5.2B-1*	*white surfacing*	*y*	***None Detected***		100% qu,bi
90195			*LE-M5.2B-2*	*tan ceiling tile*	*y*	***None Detected***	40% ce 40% fg	20% qu,pe,ca
90196	LE-M5.2C		*LE-M5.2C-1*	*white surfacing*	*y*	***None Detected***		100% qu,bi
90196			*LE-M5.2C-2*	*tan ceiling tile*	*y*	***None Detected***	40% ce 40% fg	20% qu,pe,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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Polarized Light Asbestiform Materials Characterization

Customer Info:
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7100 Commercial Ave Suite 4
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Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Lake Elmo Firehouse
Turnaround Time:
5 days

CA Labs Project #:
CAL221010435AG

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90197	LE-M8.1A		*LE-M8.1A-1*	*gray caulking*	*y*	***None Detected***		100% qu,gy,bi
90198	LE-M8.1B		*LE-M8.1B-1*	*gray caulking*	*y*	***None Detected***		100% qu,gy,bi
90199	LE-M8.1C		*LE-M8.1C-1*	*gray caulking*	*y*	***None Detected***		100% qu,gy,bi
90200	LE-M12.1A		*LE-M12.1A-1*	*brown mastic*	*y*	***None Detected***		100% gy,bi
90200			*LE-M12.1A-2*	*white drywall with paper*	*n*	***None Detected***	21% ce	79% qu,gy
90201	LE-M12.1B		*LE-M12.1B-1*	*brown mastic*	*y*	***None Detected***		100% gy,bi
90201			*LE-M12.1B-2*	*white drywall with paper*	*n*	***None Detected***	20% ce	80% qu,gy

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Lake Elmo Firehouse
Turnaround Time:
5 days

CA Labs Project #:
CAL221010435AG

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90202	LE-M12.1C		*LE-M12.1 C-1*	*brown mastic*	*y*	***None Detected***		100% gy,bi
90202			*LE-M12.1 C-2*	*white drywall with paper*	*n*	***None Detected***	21% ce	79% qu,gy
90203	LE-M12.2A		*LE-M12.2 A-1*	*white baseboard*	*y*	***None Detected***		100% gy,ma
90203			*LE-M12.2 A-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90203			*LE-M12.2 A-3*	*white compound*	*y*	***None Detected***		100% qu,mi,ca
90204	LE-M12.2B		*LE-M12.2 B-1*	*white baseboard*	*y*	***None Detected***		100% gy,ma
90204			*LE-M12.2 B-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

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Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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Polarized Light Asbestiform Materials Characterization

Customer Info: **Attn:** **Customer Project:** **CA Labs Project #:**

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Lake Elmo Firehouse
CAL221010435AG

Turnaround Time: 5 days

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Phone # 406-248-9161
Fax # 406-248-9282

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90204			*LE-M12.2 B-3*	*white compound*	*y*	***None Detected***		100% qu,mi,ca
90205	LE-M12.2C		*LE-M12.2 C-1*	*white baseboard*	*y*	***None Detected***		100% gy,ma
90205			*LE-M12.2 C-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90206	LE-M12.3A		*LE-M12.3 A-1*	*brown baseboard*	*y*	***None Detected***		100% gy,ma
90206			*LE-M12.3 A-2*	*brown mastic*	*y*	***None Detected***		100% gy,bi
90207	LE-M12.3B		*LE-M12.3 B-1*	*brown baseboard*	*y*	***None Detected***		100% gy,ma
90207			*LE-M12.3 B-2*	*brown mastic*	*y*	***None Detected***		100% gy,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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Approved Signatories:

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Analyst

Technical Manager
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Senior Analyst
Julio Robles

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Polarized Light Asbestiform Materials Characterization

Customer Info: **Attn:** **Customer Project:** **CA Labs Project #:**

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Lake Elmo Firehouse
CAL221010435AG

Turnaround Time: 5 days

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Phone # 406-248-9161
Fax # 406-248-9282

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90208	LE-M12.3C		*LE-M12.3 C-1*	*brown baseboard*	*y*	***None Detected***		100% gy,ma
90208			*LE-M12.3 C-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90209	LE-M12.4A		*LE-M12.4 A-1*	*brown stairtread*	*y*	***2% Chrysotile***		98% qu,ma
90209			*LE-M12.4 A-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90209			*LE-M12.4 A-3*	*white compound*	*y*	***None Detected***		100% qu,mi,ca
90210	LE-M12.4B		*LE-M12.4 B-1*	*brown stairtread*		*Positive Stop*		
90210			*LE-M12.4 B-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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Date Of Sampling: None Given
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90210			*LE-M12.4 B-3*	*white compound*	*y*	***None Detected***		100% qu,mi,ca
90211	LE-M12.4C		*LE-M12.4 C-1*	*brown stairtread*		*Positive Stop*		
90211			*LE-M12.4 C-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
90211			*LE-M12.4 C-3*	*white compound*	*y*	***None Detected***		100% qu,mi,ca
90212	LE-M13.1A		*LE-M13.1 A-1*	*red bricking*	*y*	***None Detected***		100% qu,ot
90212			*LE-M13.1 A-2*	*gray mortar*	*y*	***None Detected***		100% qu,ca
90213	LE-M13.1B		*LE-M13.1 B-1*	*red bricking*	*y*	***None Detected***		100% qu,ot

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
Dedicated to Quality

Crisp Analytical, L.L.C.
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Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Lake Elmo Firehouse
Turnaround Time:
5 days

CA Labs Project #:
CAL221010435AG

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90213			*LE-M13.1 B-2*	*gray mortar*	*y*	***None Detected***		100% qu,ca
90214	LE-M13.1C		*LE-M13.1 C-1*	*red bricking*	*y*	***None Detected***		100% qu,ot
90214			*LE-M13.1 C-2*	*gray mortar*	*y*	***None Detected***		100% qu,ca
90215	LE-M14.1A		*LE-M14.1 A-1*	*gray sealant*	*y*	***None Detected***		100% qu,gy,bi
90216	LE-M14.1B		*LE-M14.1 B-1*	*gray sealant*	*y*	***None Detected***		100% qu,gy,bi
90217	LE-M14.1C		*LE-M14.1 C-1*	*gray sealant*	*y*	***None Detected***		100% qu,gy,bi
90218	LE-M18.1A		*LE-M18.1 A-1*	*gray concrete*	*y*	***None Detected***		100% qu,ca,ot

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
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9. < 1% Result point counted positive
10. TEM analysis suggested

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Polarized Light Asbestiform Materials Characterization

Customer Info:
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Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Lake Elmo Firehouse
Turnaround Time:
5 days

CA Labs Project #:
CAL221010435AG

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90219	LE-M18.1B		*LE-M18.1 B-1*	*gray concrete*	*y*	***None Detected***		100% qu,ca,ot
90220	LE-M18.1C		*LE-M18.1 C-1*	*gray concrete*	*y*	***None Detected***		100% qu,ca,ot
90221	LE-M31.1A	***10***	*LE-M31.1 A-1*	*black tar*	*y*	***None Detected***		100% qu,bi
90222	LE-M31.1B	***10***	*LE-M31.1 B-1*	*black tar*	*y*	***None Detected***		100% qu,bi
90223	LE-M31.1C		*LE-M31.1 C-1*	*black tar*	*y*	***2% Chrysotile***		98% qu,bi
90224	LE-M31.2A		*LE-M31.2 A-1*	*black weathered tar*	*y*	***5% Chrysotile***	3% fg	92% qu,bi
90225	LE-M31.2B		*LE-M31.2 B-1*	*black weathered tar*		*Positive Stop*		

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Lake Elmo Firehouse
Turnaround Time:
5 days

CA Labs Project #:
CAL221010435AG

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90226	LE-M31.2C		*LE-M31.2 C-1*	*black weathered tar*		*Positive Stop*		
90227	LE-M32.1A		*LE-M32.1 A-1*	*pink insulation*	*y*	***None Detected***	100% fg	
90227			*LE-M32.1 A-2*	*black mastic with paper*	*n*	***None Detected***	55% ce	45% gy,bi
90228	LE-M32.1B		*LE-M32.1 B-1*	*pink insulation*	*y*	***None Detected***	100% fg	
90228			*LE-M32.1 B-2*	*black mastic with paper*	*n*	***None Detected***	55% ce	45% gy,bi
90229	LE-M32.1C		*LE-M32.1 C-1*	*pink insulation*	*y*	***None Detected***	100% fg	
90229			*LE-M32.1 C-2*	*black mastic with paper*	*n*	***None Detected***	55% ce	45% gy,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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9. < 1% Result point counted positive
10. TEM analysis suggested

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Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Lake Elmo Firehouse
Turnaround Time:
5 days

CA Labs Project #:
CAL221010435AG

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90230	LE-M34.1A		*LE-M34.1A-1*	*white covering*	*y*	***None Detected***	80% ce	20% qu,bi
90231	LE-M34.1B		*LE-M34.1B-1*	*white covering*	*y*	***None Detected***	80% ce	20% qu,bi
90232	LE-M34.1C		*LE-M34.1C-1*	*white covering*	*y*	***None Detected***	80% ce	20% qu,bi
90233	LE-S3.1A		*LE-S3.1A-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90233			*LE-S3.1A-2*	*white compound (beneath tape)*	*y*	***None Detected***		100% qu,mi,ca
90234	LE-S3.1B		*LE-S3.1B-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90234			*LE-S3.1B-2*	*white compound (beneath tape)*	*y*	***None Detected***		100% qu,mi,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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2. Fire Damage no significant fiber damages effecting fibrous percentages
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4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

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Polarized Light Asbestiform Materials Characterization

Customer Info: **Attn:** **Customer Project:** **CA Labs Project #:**

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Lake Elmo Firehouse
CAL221010435AG

Turnaround Time: 5 days

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Phone # 406-248-9161
Fax # 406-248-9282

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90234			*LE-S3.1B-3*	*white drywall with paper*	*n*	***None Detected***	21% ce	79% qu,gy
90235	LE-S3.1C		*LE-S3.1C-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90235			*LE-S3.1C-2*	*white compound (beneath tape)*	*y*	***None Detected***		100% qu,mi,ca
90235			*LE-S3.1C-3*	*white drywall with paper*	*n*	***None Detected***	20% ce	80% qu,gy
90236	LE-S3.1D		*LE-S3.1D-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90236			*LE-S3.1D-2*	*white compound (beneath tape)*	*y*	***None Detected***		100% qu,mi,ca
90236			*LE-S3.1D-3*	*white drywall with paper*	*n*	***None Detected***	20% ce	80% qu,gy

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
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ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
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Polarized Light Asbestiform Materials Characterization

Customer Info: **Attn:** **Customer Project:** **CA Labs Project #:**

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Lake Elmo Firehouse
CAL221010435AG

Turnaround Time: 5 days

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Phone # 406-248-9161
Fax # 406-248-9282

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90237	LE-S3.1E		*LE-S3.1E-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90237			*LE-S3.1E-2*	*white compound (beneath tape)*	*y*	***None Detected***		100% qu,mi,ca
90237			*LE-S3.1E-3*	*white drywall with paper*	*n*	***None Detected***	21% ce	79% qu,gy
90238	LE-S3.2A		*LE-S3.2A-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90238			*LE-S3.2A-2*	*white compound (beneath tape)*	*y*	***None Detected***		100% qu,mi,ca
90238			*LE-S3.2A-3*	*white drywall with paper*	*n*	***None Detected***	20% ce	80% qu,gy
90239	LE-S3.2B		*LE-S3.2B-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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Approved Signatories:

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Analyst

Technical Manager
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Senior Analyst
Julio Robles

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Polarized Light Asbestiform Materials Characterization

Customer Info: **Attn:** **Customer Project:** **CA Labs Project #:**

Tetra Tech, Inc.
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Lake Elmo Firehouse
CAL221010435AG

Turnaround Time: 5 days

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Phone # 406-248-9161
Fax # 406-248-9282

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90239			*LE-S3.2B-2*	*white compound (beneath tape)*	*n*	***None Detected***		100% qu,mi,ca
90239			*LE-S3.2B-3*	*brown drywall with paper*	*n*	***None Detected***	20% ce	80% qu,gy
90240	LE-S3.2C		*LE-S3.2C-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90240			*LE-S3.2C-2*	*white compound (beneath tape)*	*y*	***None Detected***		100% qu,mi,ca
90240			*LE-S3.2C-3*	*white drywall with paper*	*n*	***None Detected***	21% ce	79% qu,gy
90241	LE-S3.3A		*LE-S3.3A-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90241			*LE-S3.3A-2*	*white compound (beneath tape)*	*y*	***None Detected***		100% qu,mi,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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Analyst

Technical Manager
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5. Not enough sample to analyze
6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
Dedicated to Quality

Crisp Analytical, L.L.C.
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Lake Elmo Firehouse
Turnaround Time:
5 days

CA Labs Project #:
CAL221010435AG

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90241			*LE-S3.3A-3*	*white drywall with paper*	*n*	***None Detected***	20% ce	80% qu,gy
90242	LE-S3.3B		*LE-S3.3B-1*	*white baseboard*	*y*	***None Detected***		100% gy,ma
90242			*LE-S3.3B-2*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90242			*LE-S3.3B-3*	*white compound (beneath tape)*	*y*	***None Detected***		100% qu,mi,ca
90242			*LE-S3.3B-4*	*white drywall with paper*	*n*	***None Detected***	20% ce	80% qu,gy
90243	LE-S3.3C		*LE-S3.3C-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90243			*LE-S3.3C-2*	*white compound (beneath tape)*	*y*	***None Detected***		100% qu,mi,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
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9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
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CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info: **Attn:** **Customer Project:** **CA Labs Project #:**

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Lake Elmo Firehouse
CAL221010435AG

Turnaround Time: 5 days

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Phone # 406-248-9161
Fax # 406-248-9282

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90243			*LE-S3.3C-3*	*white drywall with paper*	*n*	***None Detected***	21% ce	79% qu,gy
90244	LE-S3.4A		*LE-S3.4A-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90245	LE-S3.4B		*LE-S3.4A-2*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90245			*LE-S3.4A-3*	*white drywall with paper*	*n*	***None Detected***	20% ce	80% qu,gy
90246	LE-S3.4C		*LE-S3.4C-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90246			*LE-S3.4C-2*	*white drywall with paper*	*n*	***None Detected***	21% ce	79% qu,gy
90247	LE-S3.5A		*LE-S3.5A-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
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8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
Dedicated to Quality

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CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info: **Attn:** **Customer Project:** **CA Labs Project #:**

Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Lake Elmo Firehouse
CAL221010435AG

Turnaround Time: 5 days

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Phone # 406-248-9161
Fax # 406-248-9282

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90247			*LE-S3.5A-2*	*white compound (beneath tape)*	*y*	***None Detected***		100% qu,mi,ca
90247			*LE-S3.5A-3*	*white drywall with paper*	*n*	***None Detected***	21% ce	79% qu,gy
90248	LE-S3.5B		*LE-S3.5B-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90248			*LE-S3.5B-2*	*white compound (beneath tape)*	*y*	***None Detected***		100% qu,mi,ca
90248			*LE-S3.5B-3*	*white drywall with paper*	*n*	***None Detected***	20% ce	80% qu,gy
90249	LE-S3.5C		*LE-S3.5C-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90249			*LE-S3.5C-2*	*white compound (beneath tape)*	*y*	***None Detected***		100% qu,mi,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
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7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
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Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Lake Elmo Firehouse
Turnaround Time:
5 days

CA Labs Project #:
CAL221010435AG

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90249			*LE-S3.5C-3*	*white drywall with paper*	*n*	***None Detected***	20% ce	80% qu,gy
90250	LE-S3.6A		*LE-S3.6A-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90250			*LE-S3.6A-2*	*white drywall with paper*	*n*	***None Detected***	20% ce	80% qu,gy
90251	LE-S3.6B		*LE-S3.6B-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90251			*LE-S3.6B-2*	*white drywall with paper*	*n*	***None Detected***	20% ce	80% qu,gy
90252	LE-S3.6C		*LE-S3.6C-1*	*white surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90252			*LE-S3.6C-2*	*white drywall with paper*	*n*	***None Detected***	21% ce	79% qu,gy

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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9. < 1% Result point counted positive
10. TEM analysis suggested

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Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Lake Elmo Firehouse
Turnaround Time:
5 days

CA Labs Project #:
CAL221010435AG

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90253	LE-S3.7A		*LE-S3.7A-1*	*tan surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90253			*LE-S3.7A-2*	*white drywall with paper*	*n*	***None Detected***	20% ce	80% qu,gy
90254	LE-S3.7B		*LE-S3.7B-1*	*tan surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90254			*LE-S3.7B-2*	*white drywall with paper*	*n*	***None Detected***	21% ce	79% qu,gy
90255	LE-S3.7C		*LE-S3.7C-1*	*tan surfaced white compound*	*n*	***None Detected***		100% qu,mi,ca
90255			*LE-S3.7C-2*	*white drywall with paper*	*n*	***None Detected***	21% ce	79% qu,gy
90256	LE-T8.1A		*LE-T8.1A-1*	*gray sealant*	*y*	***None Detected***	2% ce	98% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

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Polarized Light Asbestiform Materials Characterization

Customer Info:
Tetra Tech, Inc.
7100 Commercial Ave Suite 4
Billings, Montana 59101

Phone # 406-248-9161
Fax # 406-248-9282

Attn:

Customer Project:
Lake Elmo Firehouse
Turnaround Time:
5 days

CA Labs Project #:
CAL221010435AG

Date: 10/21/2022
Samples Rec'd: 10/14/22 10:30AM
Date Of Sampling: None Given
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
90257	LE-T8.1B		*LE-T8.1B-1*	*gray sealant*	*y*	***None Detected***		100% qu,bi
90258	LE-T8.1C		*LE-T8.1C-1*	*gray sealant*	*y*	***None Detected***	1% ce	99% qu,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TCEQ# T104704513-15-3 TDH 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
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ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tanner Rasmussen
Analyst

Technical Manager
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Senior Analyst
Julio Robles

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10. TEM analysis suggested

TETRA TECH
7100 Commercial Ave, Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CAL22101435

ASBESTOS PLM CHAIN OF CUSTODY

CONTACT INFORMATION

Company:	Tetra Tech, Inc.	**Phone:**	406.248.9161
Primary Contact:	Roger W. Herman, Jr.	**Phone / Email:**	Direct – 406.384.0297 cell – 406.670.4844 roger.herman@tetratech.com
Additional Contact:	JJ Lindsay	**Phone / Email:**	Cell – 406.876.1220 jj.lindsay@tetratech.com
Sampler Name(s) (print):	Roger Herman	**Sampler Signature(s):**	Roger W. Herman, Jr.

PROJECT INFORMATION

Client:	City of Billings	**Project Name:**	Lake Elmo Firehouse
Project Location:	760 Lake Elmo Dr	**Project Number:**	

PLM INSTRUCTIONS

☒ **PLM EPA 600/R-93/116**

☒ **PLM Point Count, PC 400 Points (All samples greater than 0%, but less than 1%)**

☒ **Multi-Layered Samples:**

☒ Analyze and Report All Separable Layers per EPA 600 ☒ Report Composite for Drywall System per NESHAP (where applicable) ☐ Only Analyze specifically noted layer

☒ **Analyze Until Positive Stop:** Positive Stop by Material Type as Noted

TURNAROUND TIME

☐ 10 Day ☒ 5 Day ☐ 3 Day ☐ 2 Day ☐ 1 Day ☐ Same Day ☐ RUSH, Results by: _____

Relinquished By	Date & Time	VIA	Received By	Date & Time
Roger W. Herman, Jr.	10/13/2022	FEDEX		
				~~10:30AM~~

OCT 14 2022

TETRA TECH
7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CAL22610435

ASBESTOS PLM CHAIN OF CUSTODY

HOMOGENEOUS ID	LAB ID	SAMPLE DESCRIPTION	NOTES
LE-F1.1A		Off-white and gray square patterned SVF and associated tan mastic	
LE-F1.1B		Off-white and gray square patterned SVF and associated tan mastic	
LE-F1.1C		Off-white and gray square patterned SVF and associated tan mastic	
LE-F7.1A		Tan mastic associated with gray tread patterned carpet	
LE-F7.1B		Tan mastic associated with gray tread patterned carpet	
LE-F7.1C		Tan mastic associated with gray tread patterned carpet	
LE-F7.2A		Tan mastic and white leveling compound associated with light gray carpet	
LE-F7.2B		Tan mastic and white leveling compound associated with light gray carpet	
LE-F7.2C		Tan mastic and white leveling compound associated with light gray carpet	
LE-F7.3A		Tan mastic and white leveling compound associated with dark green carpet	
LE-F7.3B		Tan mastic and white leveling compound associated with dark green carpet	
LE-F7.3C		Tan mastic and white leveling compound associated with dark green carpet	10:30AM OCT 14 2022

TETRA TECH
7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CAL22101435

ASBESTOS PLM CHAIN OF CUSTODY

HOMOGENEOUS ID	LAB ID	SAMPLE DESCRIPTION	NOTES
LE-F7.4A		Tan mastic associated with dark gray carpet	
LE-F7.4B		Tan mastic associated with dark gray carpet	
LE-F7.4C		Tan mastic associated with dark gray carpet	
LE-M1.1A		Black and brown roofing shingles	
LE-M1.1B		Black and brown roofing shingles	
LE-M1.1C		Black and brown roofing shingles	
LE-M5.1A		White 2-foot by 2-foot ceiling panels with pinhole and large fissure	
LE-M5.1B		White 2-foot by 2-foot ceiling panels with pinhole and large fissure	
LE-M5.1C		White 2-foot by 2-foot ceiling panels with pinhole and large fissure	
LE-M5.2A		White 2-foot by 2-foot patterned ceiling panels with pinhole and small fissure	
LE-M5.2B		White 2-foot by 2-foot patterned ceiling panels with pinhole and small fissure	
LE-M5.2C		White 2-foot by 2-foot patterned ceiling panels with pinhole and small fissure	10:30AM OCT 14 2022

TETRA TECH
7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CAL22101043S

ASBESTOS PLM CHAIN OF CUSTODY

HOMOGENEOUS ID	LAB ID	SAMPLE DESCRIPTION	NOTES
LE-M8.1A		Gray vent glazing	
LE-M8.1B		Gray vent glazing	
LE-M8.1C		Gray vent glazing	
LE-M12.1A		Black unassociated wall base mastic	
LE-M12.1B		Black unassociated wall base mastic	
LE-M12.1C		Black unassociated wall base mastic	
LE-M12.2A		Tan 4-inch wallbase and associated tan mastic	
LE-M12.2B		Tan 4-inch wallbase and associated tan mastic	
LE-M12.2C		Tan 4-inch wallbase and associated tan mastic	
LE-M12.3A		Dark brown 4-inch wallbase and associated tan mastic	
LE-M12.3B		Dark brown 4-inch wallbase and associated tan mastic	10:30AM
LE-M12.3C		Dark brown 4-inch wallbase and associated tan mastic	OCT 14 2022

TETRA TECH
7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CAL22610435

ASBESTOS PLM CHAIN OF CUSTODY

HOMOGENEOUS ID	LAB ID	SAMPLE DESCRIPTION	NOTES
LE-M12.4A		Brown 6-inch stair wallbase and associated tan mastic	
LE-M12.4B		Brown 6-inch stair wallbase and associated tan mastic	
LE-M12.4C		Brown 6-inch stair wallbase and associated tan mastic	
LE-M13.1A		Red 6-inch by 12-inch brick and associated gray mortar	
LE-M13.1B		Red 6-inch by 12-inch brick and associated gray mortar	
LE-M13.1C		Red 6-inch by 12-inch brick and associated gray mortar	
LE-M14.1A		Dark gray pipe/cable sealant compound	
LE-M14.1B		Dark gray pipe/cable sealant compound	
LE-M14.1C		Dark gray pipe/cable sealant compound	
LE-M18.1A		Gray foundation concrete	
LE-M18.1B		Gray foundation concrete	10:30AM
LE-M18.1C		Gray foundation concrete	OCT 14 2022

TETRA TECH
7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CAL22101435

ASBESTOS PLM CHAIN OF CUSTODY

HOMOGENEOUS ID	LAB ID	SAMPLE DESCRIPTION	NOTES
LE-M31.1A		Black foundation mastic	
LE-M31.1B		Black foundation mastic	
LE-M31.1C		Black foundation mastic	
LE-M31.2A		Gray foundation mastic	
LE-M31.2B		Gray foundation mastic	
LE-M31.2C		Gray foundation mastic	
LE-M32.1A		Brown bat insulation backing with associated black mastic	
LE-M32.1B		Brown bat insulation backing with associated black mastic	
LE-M32.1C		Brown bat insulation backing with associated black mastic	
LE-M34.1A		Off-white and brown streak patterned wallpaper and associated tan mastic	
LE-M34.1B		Off-white and brown streak patterned wallpaper and associated tan mastic	10:30AM
LE-M34.1C		Off-white and brown streak patterned wallpaper and associated tan mastic	OCT 14 2022

TETRA TECH
7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CAL22610435

ASBESTOS PLM CHAIN OF CUSTODY

HOMOGENEOUS ID	LAB ID	SAMPLE DESCRIPTION	NOTES
LE-S3.1A		White painted heavy orange peel textured wallboard system	
LE-S3.1B		White painted heavy orange peel textured wallboard system	
LE-S3.1C		White painted heavy orange peel textured wallboard system	
LE-S3.1D		White painted heavy orange peel textured wallboard system	
LE-S3.1E		White painted heavy orange peel textured wallboard system	
LE-S3.2A		White painted smooth green wallboard system walls	
LE-S3.2B		White painted smooth green wallboard system walls	
LE-S3.2C		White painted smooth green wallboard system walls	
LE-S3.3A		White painted orange peel textured wallboard system	
LE-S3.3B		White painted orange peel textured wallboard system	
LE-S3.3C		White painted orange peel textured wallboard system	
LE-S3.4A		White painted light orange peel textured wallboard system	10:30AM OCT 14 2022

TETRA TECH
7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CAL22101435

ASBESTOS PLM CHAIN OF CUSTODY

HOMOGENEOUS ID	LAB ID	SAMPLE DESCRIPTION	NOTES
LE-S3.4B		White painted light orange peel textured wallboard system	
LE-S3.4C		White painted light orange peel textured wallboard system	
LE-S3.5A		White painted very light orange peel textured wallboard system	
LE-S3.5B		White painted very light orange peel textured wallboard system	
LE-S3.5C		White painted very light orange peel textured wallboard system	
LE-S3.6A		Off-white painted smooth wallboard system	
LE-S3.6B		Off-white painted smooth wallboard system	
LE-S3.6C		Off-white painted smooth wallboard system	
LE-S3.7A		Tan painted smooth wallboard system	
LE-S3.7B		Tan painted smooth wallboard system	
LE-S3.7C		Tan painted smooth wallboard system	
LE-T8.1A		Off-white HVAC joint caulking	10:30AM OCT 14 2022

TETRA TECH
7100 Commercial Avenue Suite 4
Billings, Montana 59101
Phone: 406.248.9161 Fax 406.248.9282

CAL22101135

ASBESTOS PLM CHAIN OF CUSTODY

HOMOGENEOUS ID	LAB ID	SAMPLE DESCRIPTION	NOTES
LE-T8.1B		Off-white HVAC joint caulking	
LE-T8.1C		Off-white HVAC joint caulking	
			10:30AM
			OCT 14 2022

Radon Laboratory Analytical Report

ANALYTICAL SUMMARY REPORT

October 21, 2022

Tetra Tech Billings
7100 Commercial Ave Ste 4
Billings, MT 59101-6270

Work Order: B22101277

Project Name: 760 Lake Elmo Dr. Billings, MT

Energy Laboratories Inc Billings MT received the following 1 sample for Tetra Tech Billings on 10/14/2022 for analysis.

Lab ID	Client Sample ID	Collect Date	Receive Date	Matrix	Test
B22101277-001	Can-3625 On Small Table in West Corner Office Center of Room	10/14/22 10:08	10/14/22	Air	Radon in Air

The analyses presented in this report were performed by Energy Laboratories, Inc., 1120 S 27th St., Billings, MT 59101, unless otherwise noted. Any exceptions or problems with the analyses are noted in the report package. Any issues encountered during sample receipt are documented in the Work Order Receipt Checklist.

The results as reported relate only to the item(s) submitted for testing. This report shall be used or copied only in its entirety. Energy Laboratories, Inc. is not responsible for the consequences arising from the use of a partial report.

If you have any questions regarding these test results, please contact your Project Manager.

Report Approved By:

CLIENT: Tetra Tech Billings
Project: 760 Lake Elmo Dr. Billings, MT
Work Order: B22101277

Report Date: 10/21/22

CASE NARRATIVE

GUIDE TO RADON
Radon levels can vary from season to season as well as from room to room. The screening measurement serves to indicate the potential for a radon problem. Depending upon the result of your screening measurement, you may need to have follow-up measurements made to give you a better idea of the average radon level in your home. The EPA has set the action level for Radon at 4 pCi/L.

The following guidelines may be useful to you in determining the urgency of your need for follow-up measurements and remedial actions:

If your screening measurement result is less than 4 pCi/L:
Follow-up measurements are probably not required. If the screening measurement was made with the house closed up prior to and during the testing period, there is relatively little chance that the radon concentration in your home will be greater than 4 pCi/L as an annual average.

If your screening measurement result is 4 pCi/L or higher, perform a follow-up test to be sure.
If your first screening measurement is more than twice EPA's 4 pCi/L action level, you should take a second short-term test immediately or consult with a certified radon mitigation professional.

If you followed up with a second short term-term test:
The higher your short-term result, the more certain you can be that you should mitigate your home. Consider mitigating your home if the average of your first and second test is 4 pCi/L or higher.

Remember: There is increasing urgency for taking action at higher concentrations of radon. The higher the radon level in your home, the faster you should take action to reduce your exposure.

For more information about Radon in Montana, contact the State Radon Contact MT DEQ, PO Box 200901, Helena, MT 59620. (406) 444-6592, or visit the EPA website: www.epa.gov/iaq/radon

REFERENCES
EPA Document EPA402/K-12/002|2016|www.epa.gov/radon, A Citizens Guide to Radon, May 2012

LABORATORY ANALYTICAL REPORT

Prepared by Billings, MT Branch

Client: Tetra Tech Billings
Project: 760 Lake Elmo Dr. Billings, MT
Lab ID: B22101277-001
Client Sample ID: Can-3625 On Small Table in West Corner Office Center of Room

Report Date: 10/21/22
Collection Date: 10/14/22 10:08
DateReceived: 10/14/22
Matrix: Air

Analyses	Result	Units	Qualifiers	RL	MCL/ QCL	Method	Analysis Date / By
INDOOR RADON MONITORING							
Radon in Air	3.1	pCi/L		0.5	4	E520/5-87-00	10/17/22 10:47 / jdw

- The EPA has established an action level of 4 pCi/L at which further testing and/or remedial action are warranted.

Report Definitions:
RL - Analyte Reporting Limit
QCL - Quality Control Limit
MCL - Maximum Contaminant Level
ND - Not detected at the Reporting Limit (RL)

Work Order Receipt Checklist

Tetra Tech Billings

B22101277

Login completed by: Dylan A. Chirrick
Date Received: 10/14/2022
Reviewed by: darcy
Received by: yes
Reviewed Date: 10/21/2022
Carrier name: Hand Deliver

Shipping container/cooler in good condition?	Yes ☐	No ☐	Not Present ☑
Custody seals intact on all shipping container(s)/cooler(s)?	Yes ☐	No ☐	Not Present ☑
Custody seals intact on all sample bottles?	Yes ☐	No ☐	Not Present ☑
Chain of custody present?	Yes ☑	No ☐	
Chain of custody signed when relinquished and received?	Yes ☑	No ☐	
Chain of custody agrees with sample labels?	Yes ☑	No ☐	
Samples in proper container/bottle?	Yes ☑	No ☐	
Sample containers intact?	Yes ☑	No ☐	
Sufficient sample volume for indicated test?	Yes ☑	No ☐	
All samples received within holding time? (Exclude analyses that are considered field parameters such as pH, DO, Res Cl, Sulfite, Ferrous Iron, etc.)	Yes ☑	No ☐	
Temp Blank received in all shipping container(s)/cooler(s)?	Yes ☐	No ☐	Not Applicable ☑
Container/Temp Blank temperature:	°C		
Containers requiring zero headspace have no headspace or bubble that is <6mm (1/4").	Yes ☐	No ☐	No VOA vials submitted ☑
Water - pH acceptable upon receipt?	Yes ☐	No ☐	Not Applicable ☑

Standard Reporting Procedures:

Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH, Dissolved Oxygen and Residual Chlorine, are qualified as being analyzed outside of recommended holding time.

Solid/soil samples are reported on a wet weight basis (as received) unless specifically indicated. If moisture corrected, data units are typically noted as –dry. For agricultural and mining soil parameters/characteristics, all samples are dried and ground prior to sample analysis.

The reference date for Radon analysis is the sample collection date. The reference date for all other Radiochemical analyses is the analysis date. Radiochemical precision results represent a 2-sigma Total Measurement Uncertainty.

Contact and Corrective Action Comments:

None

ENERGY LABORATORIES
Trust our People. Trust our Data.
www.energylab.com
Billings, MT 406.252.6325 • Casper, WY 307.235.0515
Gillette, WY 307.686.7175 • Helena, MT 406.442.0711

Radon Chain-of-Custody

A non-refundable payment of $52.00 is paid prior to receiving the canister.

Account Information	
Company/Name:	Tetra Tech
Contact:	Roger Herman
Phone:	406-670-4944
Mailing Address:	7100 Commercial Ave, Suite 4
City, State, Zip:	Billings, MT, 59101
Email:	roger.herman@tetratech.com
How would you like to receive the report:	☐ Hard Copy ☒ Email

Report Address *(leave blank if same as Account Information)*	
Company/Name:	
Contact:	
Phone:	
Mailing Address:	
City, State, Zip:	
Email:	
How would you like to receive the report:	☐ Hard Copy ☐ Email

Sample Information

Physical Address of Property: 760 Lake Elmo Dr, Billings, MT, 59105

Site Description

Include any information about the room and/or floor of canister placement.

On small table in West corner office, center of room

Start of Measurement	Date: 10 / 12 / 2022 (M / D / YR)	Time: 10:35 (am) pm
Stop of Measurement	Date: 10 / 14 / 2022 (M / D / YR)	Time: 10:08 (am) pm

Sample must be collected for 48 hours +/- 4 hours (44-52 Hours)

For the duration of the radon test, I hereby acknowledge that the procedures and instructions included with this radon kit were followed precisely. I understand that any deviation from the instructions, including the operation of ventilation systems or open windows, will affect the results of the radon test.

Custody Record MUST be Signed	Relinquished by Signature:	Date/Time:	Received by Laboratory Signature:	Date/Time:
	[signature]	10/14/22 1024	[signature]	10/14/22 1024

LABORATORY USE ONLY

Detector ID: 3625

Shipped by:	Custody Seals: Intact:	Y N C B Y N	ELI Lab ID: B2201277

ANALYTICAL SUMMARY REPORT

October 21, 2022

Tetra Tech Billings
7100 Commercial Ave Ste 4
Billings, MT 59101-6270

Work Order: B22101278

Project Name: 670 Lake Elmo Dr. Billings, MT

Energy Laboratories Inc Billings MT received the following 1 sample for Tetra Tech Billings on 10/14/2022 for analysis.

Lab ID	Client Sample ID	Collect Date	Receive Date	Matrix	Test
B22101278-001	Can-3616 On Desk in NW Office, Center of Room	10/14/22 10:10	10/14/22	Air	Radon in Air

The analyses presented in this report were performed by Energy Laboratories, Inc., 1120 S 27th St., Billings, MT 59101, unless otherwise noted. Any exceptions or problems with the analyses are noted in the report package. Any issues encountered during sample receipt are documented in the Work Order Receipt Checklist.

The results as reported relate only to the item(s) submitted for testing. This report shall be used or copied only in its entirety. Energy Laboratories, Inc. is not responsible for the consequences arising from the use of a partial report.

If you have any questions regarding these test results, please contact your Project Manager.

Report Approved By:

CLIENT: Tetra Tech Billings
Project: 670 Lake Elmo Dr. Billings, MT
Work Order: B22101278

Report Date: 10/21/22

CASE NARRATIVE

GUIDE TO RADON
Radon levels can vary from season to season as well as from room to room. The screening measurement serves to indicate the potential for a radon problem. Depending upon the result of your screening measurement, you may need to have follow-up measurements made to give you a better idea of the average radon level in your home. The EPA has set the action level for Radon at 4 pCi/L.

The following guidelines may be useful to you in determining the urgency of your need for follow-up measurements and remedial actions:

If your screening measurement result is less than 4 pCi/L:
Follow-up measurements are probably not required. If the screening measurement was made with the house closed up prior to and during the testing period, there is relatively little chance that the radon concentration in your home will be greater than 4 pCi/L as an annual average.

If your screening measurement result is 4 pCi/L or higher, perform a follow-up test to be sure.
If your first screening measurement is more than twice EPA's 4 pCi/L action level, you should take a second short-term test immediately or consult with a certified radon mitigation professional.

If you followed up with a second short term-term test:
The higher your short-term result, the more certain you can be that you should mitigate your home. Consider mitigating your home if the average of your first and second test is 4 pCi/L or higher.

Remember: There is increasing urgency for taking action at higher concentrations of radon. The higher the radon level in your home, the faster you should take action to reduce your exposure.

For more information about Radon in Montana, contact the State Radon Contact MT DEQ, PO Box 200901, Helena, MT 59620. (406) 444-6592, or visit the EPA website: www.epa.gov/iaq/radon

REFERENCES
EPA Document EPA402/K-12/002|2016|www.epa.gov/radon, A Citizens Guide to Radon, May 2012

LABORATORY ANALYTICAL REPORT

Prepared by Billings, MT Branch

Client: Tetra Tech Billings
Project: 670 Lake Elmo Dr. Billings, MT
Lab ID: B22101278-001
Client Sample ID: Can-3616 On Desk in NW Office, Center of Room

Report Date: 10/21/22
Collection Date: 10/14/22 10:10
DateReceived: 10/14/22
Matrix: Air

Analyses	Result	Units	Qualifiers	RL	MCL/ QCL	Method	Analysis Date / By
INDOOR RADON MONITORING							
Radon in Air	3.4	pCi/L		0.5	4	E520/5-87-00	10/17/22 11:12 / jdw

- The EPA has established an action level of 4 pCi/L at which further testing and/or remedial action are warranted.

Report Definitions:
RL - Analyte Reporting Limit
QCL - Quality Control Limit
MCL - Maximum Contaminant Level
ND - Not detected at the Reporting Limit (RL)

Work Order Receipt Checklist

Tetra Tech Billings

B22101278

Login completed by: Dylan A. Chirrick
Date Received: 10/14/2022
Reviewed by: darcy
Received by: yes
Reviewed Date: 10/21/2022
Carrier name: Hand Deliver

Shipping container/cooler in good condition?	Yes ☐	No ☐	Not Present ☑
Custody seals intact on all shipping container(s)/cooler(s)?	Yes ☐	No ☐	Not Present ☑
Custody seals intact on all sample bottles?	Yes ☐	No ☐	Not Present ☑
Chain of custody present?	Yes ☑	No ☐	
Chain of custody signed when relinquished and received?	Yes ☑	No ☐	
Chain of custody agrees with sample labels?	Yes ☑	No ☐	
Samples in proper container/bottle?	Yes ☑	No ☐	
Sample containers intact?	Yes ☑	No ☐	
Sufficient sample volume for indicated test?	Yes ☑	No ☐	
All samples received within holding time? (Exclude analyses that are considered field parameters such as pH, DO, Res Cl, Sulfite, Ferrous Iron, etc.)	Yes ☑	No ☐	
Temp Blank received in all shipping container(s)/cooler(s)?	Yes ☐	No ☐	Not Applicable ☑
Container/Temp Blank temperature:	°C		
Containers requiring zero headspace have no headspace or bubble that is <6mm (1/4").	Yes ☐	No ☐	No VOA vials submitted ☑
Water - pH acceptable upon receipt?	Yes ☐	No ☐	Not Applicable ☑

Standard Reporting Procedures:

Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH, Dissolved Oxygen and Residual Chlorine, are qualified as being analyzed outside of recommended holding time.

Solid/soil samples are reported on a wet weight basis (as received) unless specifically indicated. If moisture corrected, data units are typically noted as –dry. For agricultural and mining soil parameters/characteristics, all samples are dried and ground prior to sample analysis.

The reference date for Radon analysis is the sample collection date. The reference date for all other Radiochemical analyses is the analysis date. Radiochemical precision results represent a 2-sigma Total Measurement Uncertainty.

Contact and Corrective Action Comments:

None

Radon Chain-of-Custody

A non-refundable payment of $52.00 is paid prior to receiving the canister.

Account Information	
Company/Name:	Tetra Tech
Contact:	Roger Herman
Phone:	406-670-4844
Mailing Address:	7100 Commercial Ave, Suite 4
City, State, Zip:	Billings, MT, 59101
Email:	roger.herman@tetratech.com
How would you like to receive the report:	☐ Hard Copy ☒ Email

Report Address (leave blank if same as Account Information)	
Company/Name:	
Contact:	
Phone:	
Mailing Address:	
City, State, Zip:	
Email:	
How would you like to receive the report:	☐ Hard Copy ☐ Email

Sample Information

Physical Address of Property: 670 Lake Elmo Dr, Billings, MT, 59105

Site Description

Include any information about the room and/or floor of canister placement.

On desk in NW office, center of room

Start of Measurement	Date: 10 / 12 / 2022 (M / D / YR)	Time: 10:40 (am) pm
Stop of Measurement	Date: 10 / 14 / 2022 (M / D / YR)	Time: 10:10 (am) pm

Sample must be collected for 48 hours +/- 4 hours (44-52 Hours)

For the duration of the radon test, I hereby acknowledge that the procedures and instructions included with this radon kit were followed precisely. I understand that any deviation from the instructions, including the operation of ventilation systems or open windows, will affect the results of the radon test.

Custody Record MUST be Signed	Relinquished by Signature:	Date/Time:	Received by Laboratory Signature:	Date/Time:
		10/14/22 1024		10/14/22 1024

LABORATORY USE ONLY

Detector ID: 36116

Shipped by:	Custody Seals: Intact: Y N C B / Y N	ELI Lab ID: B2201278

ANALYTICAL SUMMARY REPORT

October 21, 2022

Tetra Tech Billings
7100 Commercial Ave Ste 4
Billings, MT 59101-6270

Work Order: B22101279

Project Name: 760 Lake Elmo Dr. Billings, MT

Energy Laboratories Inc Billings MT received the following 1 sample for Tetra Tech Billings on 10/14/2022 for analysis.

Lab ID	Client Sample ID	Collect Date	Receive Date	Matrix	Test
B22101279-001	Can-3548 On Desk in Large Office Room Adjacent to Garage	10/14/22 10:07	10/14/22	Air	Radon in Air

The analyses presented in this report were performed by Energy Laboratories, Inc., 1120 S 27th St., Billings, MT 59101, unless otherwise noted. Any exceptions or problems with the analyses are noted in the report package. Any issues encountered during sample receipt are documented in the Work Order Receipt Checklist.

The results as reported relate only to the item(s) submitted for testing. This report shall be used or copied only in its entirety. Energy Laboratories, Inc. is not responsible for the consequences arising from the use of a partial report.

If you have any questions regarding these test results, please contact your Project Manager.

Report Approved By:

CLIENT: Tetra Tech Billings
Project: 760 Lake Elmo Dr. Billings, MT
Work Order: B22101279

Report Date: 10/21/22

CASE NARRATIVE

GUIDE TO RADON
Radon levels can vary from season to season as well as from room to room. The screening measurement serves to indicate the potential for a radon problem. Depending upon the result of your screening measurement, you may need to have follow-up measurements made to give you a better idea of the average radon level in your home. The EPA has set the action level for Radon at 4 pCi/L.

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Follow-up measurements are probably not required. If the screening measurement was made with the house closed up prior to and during the testing period, there is relatively little chance that the radon concentration in your home will be greater than 4 pCi/L as an annual average.

If your screening measurement result is 4 pCi/L or higher, perform a follow-up test to be sure.
If your first screening measurement is more than twice EPA's 4 pCi/L action level, you should take a second short-term test immediately or consult with a certified radon mitigation professional.

If you followed up with a second short term-term test:
The higher your short-term result, the more certain you can be that you should mitigate your home. Consider mitigating your home if the average of your first and second test is 4 pCi/L or higher.

Remember: There is increasing urgency for taking action at higher concentrations of radon. The higher the radon level in your home, the faster you should take action to reduce your exposure.

For more information about Radon in Montana, contact the State Radon Contact MT DEQ, PO Box 200901, Helena, MT 59620. (406) 444-6592, or visit the EPA website: www.epa.gov/iaq/radon

REFERENCES
EPA Document EPA402/K-12/002|2016|www.epa.gov/radon, A Citizens Guide to Radon, May 2012

LABORATORY ANALYTICAL REPORT

Prepared by Billings, MT Branch

Client: Tetra Tech Billings
Project: 760 Lake Elmo Dr. Billings, MT
Lab ID: B22101279-001
Client Sample ID: Can-3548 On Desk in Large Office Room Adjacent to Garage

Report Date: 10/21/22
Collection Date: 10/14/22 10:07
DateReceived: 10/14/22
Matrix: Air

Analyses	Result	Units	Qualifiers	RL	MCL/ QCL	Method	Analysis Date / By
INDOOR RADON MONITORING							
Radon in Air	2.5	pCi/L		0.5	4	E520/5-87-00	10/17/22 11:28 / jdw

- The EPA has established an action level of 4 pCi/L at which further testing and/or remedial action are warranted.

Report Definitions:
RL - Analyte Reporting Limit
QCL - Quality Control Limit
MCL - Maximum Contaminant Level
ND - Not detected at the Reporting Limit (RL)

Work Order Receipt Checklist

Tetra Tech Billings

B22101279

Login completed by: Dylan A. Chirrick
Date Received: 10/14/2022
Reviewed by: darcy
Received by: yes
Reviewed Date: 10/21/2022
Carrier name: Hand Deliver

Shipping container/cooler in good condition?	Yes ☐	No ☐	Not Present ☑
Custody seals intact on all shipping container(s)/cooler(s)?	Yes ☐	No ☐	Not Present ☑
Custody seals intact on all sample bottles?	Yes ☐	No ☐	Not Present ☑
Chain of custody present?	Yes ☑	No ☐	
Chain of custody signed when relinquished and received?	Yes ☑	No ☐	
Chain of custody agrees with sample labels?	Yes ☑	No ☐	
Samples in proper container/bottle?	Yes ☑	No ☐	
Sample containers intact?	Yes ☑	No ☐	
Sufficient sample volume for indicated test?	Yes ☑	No ☐	
All samples received within holding time? (Exclude analyses that are considered field parameters such as pH, DO, Res Cl, Sulfite, Ferrous Iron, etc.)	Yes ☑	No ☐	
Temp Blank received in all shipping container(s)/cooler(s)?	Yes ☐	No ☐	Not Applicable ☑
Container/Temp Blank temperature:	°C		
Containers requiring zero headspace have no headspace or bubble that is <6mm (1/4").	Yes ☐	No ☐	No VOA vials submitted ☑
Water - pH acceptable upon receipt?	Yes ☐	No ☐	Not Applicable ☑

Standard Reporting Procedures:

Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH, Dissolved Oxygen and Residual Chlorine, are qualified as being analyzed outside of recommended holding time.

Solid/soil samples are reported on a wet weight basis (as received) unless specifically indicated. If moisture corrected, data units are typically noted as –dry. For agricultural and mining soil parameters/characteristics, all samples are dried and ground prior to sample analysis.

The reference date for Radon analysis is the sample collection date. The reference date for all other Radiochemical analyses is the analysis date. Radiochemical precision results represent a 2-sigma Total Measurement Uncertainty.

Contact and Corrective Action Comments:

None

Radon Chain-of-Custody

A non-refundable payment of $52.00 is paid prior to receiving the canister.

Account Information	
Company/Name:	Tetra Tech
Contact:	Roger Herman
Phone:	406-670-4844
Mailing Address:	7100 Commercial Ave, Suite 4
City, State, Zip:	Billings, MT, 59101
Email:	roger.herman@tetratech.com
How would you like to receive the report:	☐ Hard Copy ☒ Email

Report Address *(leave blank if same as Account Information)*	
Company/Name:	
Contact:	
Phone:	
Mailing Address:	
City, State, Zip:	
Email:	
How would you like to receive the report:	☐ Hard Copy ☐ Email

Sample Information

Physical Address of Property: 760 Lake Elmo Dr, Billings, MT, 59105

Site Description

Include any information about the room and/or floor of canister placement.

On desk in large office room adjacent to garage

Start of Measurement	Date: 10 / 12 / 2022 (M / D / YR)	Time: 10:30 (am) pm
Stop of Measurement	Date: 10 / 14 / 2022 (M / D / YR)	Time: 10:07 (am) pm

Sample must be collected for 48 hours +/- 4 hours (44-52 Hours)

For the duration of the radon test, I hereby acknowledge that the procedures and instructions included with this radon kit were followed precisely. I understand that any deviation from the instructions, including the operation of ventilation systems or open windows, will affect the results of the radon test.

Custody Record MUST be Signed	Relinquished by Signature:	Date/Time:	Received by Laboratory Signature:	Date/Time:
	[signature]	10/14/22 1024	[signature]	10/14/22 1024

LABORATORY USE ONLY

Detector ID: 3548

Shipped by:	Custody Seals: Intact: Y N C B / Y N	ELI Lab ID: B2210279

ANALYTICAL SUMMARY REPORT

October 21, 2022

Tetra Tech Billings
7100 Commercial Ave Ste 4
Billings, MT 59101-6270

Work Order: B22101280

Project Name: 760 Lake Elmo Dr. Billings, MT

Energy Laboratories Inc Billings MT received the following 1 sample for Tetra Tech Billings on 10/14/2022 for analysis.

Lab ID	Client Sample ID	Collect Date	Receive Date	Matrix	Test
B22101280-001	Can-3554 In Garage on Shelf 6' Above Ground	10/14/22 10:05	10/14/22	Air	Radon in Air

The analyses presented in this report were performed by Energy Laboratories, Inc., 1120 S 27th St., Billings, MT 59101, unless otherwise noted. Any exceptions or problems with the analyses are noted in the report package. Any issues encountered during sample receipt are documented in the Work Order Receipt Checklist.

The results as reported relate only to the item(s) submitted for testing. This report shall be used or copied only in its entirety. Energy Laboratories, Inc. is not responsible for the consequences arising from the use of a partial report.

If you have any questions regarding these test results, please contact your Project Manager.

Report Approved By:

CLIENT: Tetra Tech Billings
Project: 760 Lake Elmo Dr. Billings, MT
Work Order: B22101280

Report Date: 10/21/22

CASE NARRATIVE

GUIDE TO RADON
Radon levels can vary from season to season as well as from room to room. The screening measurement serves to indicate the potential for a radon problem. Depending upon the result of your screening measurement, you may need to have follow-up measurements made to give you a better idea of the average radon level in your home. The EPA has set the action level for Radon at 4 pCi/L.

The following guidelines may be useful to you in determining the urgency of your need for follow-up measurements and remedial actions:

If your screening measurement result is less than 4 pCi/L:
Follow-up measurements are probably not required. If the screening measurement was made with the house closed up prior to and during the testing period, there is relatively little chance that the radon concentration in your home will be greater than 4 pCi/L as an annual average.

If your screening measurement result is 4 pCi/L or higher, perform a follow-up test to be sure.
If your first screening measurement is more than twice EPA's 4 pCi/L action level, you should take a second short-term test immediately or consult with a certified radon mitigation professional.

If you followed up with a second short term-term test:
The higher your short-term result, the more certain you can be that you should mitigate your home. Consider mitigating your home if the average of your first and second test is 4 pCi/L or higher.

Remember: There is increasing urgency for taking action at higher concentrations of radon. The higher the radon level in your home, the faster you should take action to reduce your exposure.

For more information about Radon in Montana, contact the State Radon Contact MT DEQ, PO Box 200901, Helena, MT 59620. (406) 444-6592, or visit the EPA website: www.epa.gov/iaq/radon

REFERENCES
EPA Document EPA402/K-12/002|2016|www.epa.gov/radon, A Citizens Guide to Radon, May 2012

LABORATORY ANALYTICAL REPORT

Prepared by Billings, MT Branch

Client: Tetra Tech Billings
Project: 760 Lake Elmo Dr. Billings, MT
Lab ID: B22101280-001
Client Sample ID: Can-3554 In Garage on Shelf 6' Above Ground

Report Date: 10/21/22
Collection Date: 10/14/22 10:05
DateReceived: 10/14/22
Matrix: Air

Analyses	Result	Units	Qualifiers	RL	MCL/ QCL	Method	Analysis Date / By
INDOOR RADON MONITORING							
Radon in Air	2.9	pCi/L		0.5	4	E520/5-87-00	10/17/22 11:39 / jdw

- The EPA has established an action level of 4 pCi/L at which further testing and/or remedial action are warranted.

Report Definitions:
RL - Analyte Reporting Limit
QCL - Quality Control Limit
MCL - Maximum Contaminant Level
ND - Not detected at the Reporting Limit (RL)

Work Order Receipt Checklist

Tetra Tech Billings

B22101280

Login completed by: Dylan A. Chirrick
Date Received: 10/14/2022
Reviewed by: darcy
Received by: yes
Reviewed Date: 10/21/2022
Carrier name: Hand Deliver

Shipping container/cooler in good condition?	Yes ☐	No ☐	Not Present ☑
Custody seals intact on all shipping container(s)/cooler(s)?	Yes ☐	No ☐	Not Present ☑
Custody seals intact on all sample bottles?	Yes ☐	No ☐	Not Present ☑
Chain of custody present?	Yes ☑	No ☐	
Chain of custody signed when relinquished and received?	Yes ☑	No ☐	
Chain of custody agrees with sample labels?	Yes ☑	No ☐	
Samples in proper container/bottle?	Yes ☑	No ☐	
Sample containers intact?	Yes ☑	No ☐	
Sufficient sample volume for indicated test?	Yes ☑	No ☐	
All samples received within holding time? (Exclude analyses that are considered field parameters such as pH, DO, Res Cl, Sulfite, Ferrous Iron, etc.)	Yes ☑	No ☐	
Temp Blank received in all shipping container(s)/cooler(s)?	Yes ☐	No ☐	Not Applicable ☑
Container/Temp Blank temperature:	°C		
Containers requiring zero headspace have no headspace or bubble that is <6mm (1/4").	Yes ☐	No ☐	No VOA vials submitted ☑
Water - pH acceptable upon receipt?	Yes ☐	No ☐	Not Applicable ☑

Standard Reporting Procedures:

Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH, Dissolved Oxygen and Residual Chlorine, are qualified as being analyzed outside of recommended holding time.

Solid/soil samples are reported on a wet weight basis (as received) unless specifically indicated. If moisture corrected, data units are typically noted as –dry. For agricultural and mining soil parameters/characteristics, all samples are dried and ground prior to sample analysis.

The reference date for Radon analysis is the sample collection date. The reference date for all other Radiochemical analyses is the analysis date. Radiochemical precision results represent a 2-sigma Total Measurement Uncertainty.

Contact and Corrective Action Comments:

None

Radon Chain-of-Custody

A non-refundable payment of $52.00 is paid prior to receiving the canister.

Account Information	
Company/Name:	Tetra Tech
Contact:	Roger Herman
Phone:	406-670-4844
Mailing Address:	7100 Commercial Ave, Suite 4
City, State, Zip:	Billings, MT, 59101
Email:	roger.herman@tetratech.com
How would you like to receive the report:	☐ Hard Copy ☒ Email

Report Address (leave blank if same as Account Information)	
Company/Name:	
Contact:	
Phone:	
Mailing Address:	
City, State, Zip:	
Email:	
How would you like to receive the report:	☐ Hard Copy ☐ Email

Sample Information

Physical Address of Property: 760 Lake Elmo Dr, Billings, MT, 59105

Site Description

Include any information about the room and/or floor of canister placement.

In garage, on shelf ~ 6' above ground

Start of Measurement	Date: 10 / 12 / 2022 (M / D / YR)	Time: 10:25 (am) pm
Stop of Measurement	Date: 10 / 14 / 2022 (M / D / YR)	Time: 10:05 (am) pm

Sample must be collected for 48 hours +/- 4 hours (44-52 Hours)

For the duration of the radon test, I hereby acknowledge that the procedures and instructions included with this radon kit were followed precisely. I understand that any deviation from the instructions, including the operation of ventilation systems or open windows, will affect the results of the radon test.

Custody Record MUST be Signed	Relinquished by Signature:	Date/Time:	Received by Laboratory Signature:	Date/Time:
		10/14/22 1024		10/14/22 1024

LABORATORY USE ONLY

Detector ID: 3554

Shipped by:	Custody Seals: Y N C B Intact: Y N	ELI Lab ID: B22101280

APPRAISAL REPORT

Office Building
760 Lake Elmo Dr.
Billings, Montana

APPRAISAL FOR: City of Billings
c/o Jessica Fust, Building & Facilities Manager
P.O. Box 1178
Billings, MT 59103

APPRAISAL BY: Matt Bender
2320 3rd Avenue North
Billings, MT 59101
(406) 670-6841

EFFECTIVE DATE: Oct. 10, 2022

DATE OF REPORT: Oct. 27, 2022

Matt Bender

Certified General Real Estate Appraiser and Consultant
2320 3rd Avenue North
Billings, MT 59101
(406) 670-6841

Oct. 27, 2022

City of Billings
c/o Jessica Fust, Building & Facilities Manager
P.O. Box 1178
Billings, MT 59103

RE: Office Building
760 Lake Elmo Dr.
Billings, Montana

Dear Ms. Fust:

As previously agreed to and appropriate for this appraisal, I hereby furnish you with an Appraisal Report on the above-referenced property located in Billings, Montana.

The purpose of this appraisal is to determine the fair market value of the property. The intended use will be to aid or support decisions related to purchasing the property. The property right appraised is the leased fee interest. The value(s) reported in the Reconciliation and Certification of Value sections are subject to the Assumptions and Limiting Conditions contained in this report. The reader's attention is specifically directed to the Exceptional Assumptions and Limiting Conditions on page 14 of this report.

The narrative report that follows sets forth my value conclusions along with the identification of the property and summary discussions of pertinent facts about the area, the subject property, comparable data, the results of the investigation and analysis undertaken, and the reasoning that form the basis of my opinion.

This report was prepared for and my professional fee billed to the client, the City of Billings. The intended user is the City of Billings only. **This report may not be distributed to or relied upon by other unintended users, persons or entities. Parties who receive a copy of this report as a consequence of disclosure requirements applicable to the appraiser's client do not become intended users of the report unless they are specifically identified by the appraiser at the time of the assignment. Any entity/person receiving a copy of this appraisal report from the client does not, as a consequence, become a party to the appraiser-client relationship. The appraiser is not obligated to discuss any aspect of this report with unintended users, entities or third parties nor is he responsible or liable for any unauthorized use of this report. Any use of this report other than the intended use stated in this report nullifies and voids the analysis and value estimate(s) provided herein.**

The report is in compliance with the needs of the client, the City of Billings, and conforms to the Uniform Standards of Professional Appraisal Practice (USPAP).

I trust you will find the information contained in this report useful for your needs. In the event you have any questions, please do not hesitate to contact the appraiser.

CONCLUDED MARKET VALUE = $575,000



Matt Bender
Certified General Real Estate Appraiser
State Of Montana License No. REA-RAG-LIC-9279

TABLE OF CONTENTS

INTRODUCTION 4

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS 6
TYPE OF APPRAISAL REPORT 8
COMPETENCY STATEMENT 8
PURPOSE OF THE APPRAISAL 8
INTENDED USE/USER OF THE APPRAISAL 8
SCOPE OF THE APPRAISAL 9
DEFINITION OF MARKET VALUE 10
PROPERTY RIGHTS APPRAISED 10
NON-REALTY ITEMS 10
ASSUMPTIONS AND LIMITING CONDITIONS 11
EXCEPTIONAL ASSUMPTIONS AND LIMITING CONDITIONS 14
REGIONAL LOCATION MAP 15
REGION/CITY DATA/TRENDS 15
POPULATION STATISTICS 16
NEIGHBORHOOD MAP 19
NEIGHBORHOOD DATA/TRENDS 19

PROPERTY DATA 21

TAX AND ASSESSMENT DATA 22
ZONING 22
SUBJECT PICTURES 23
SITE MAP 33
HIGHEST AND BEST USE 36

PROPERTY VALUATION 38

THE VALUATION PROCESS 39
VALUATION METHODS SELECTED 40
LAND/SITE VALUATION 41
LAND SALES LOCATION MAP 41
COST APPROACH 44
INCOME CAPITALIZATION APPROACH 45
RENT COMPARABLE LOCATION MAP 46
SALES COMPARISON APPROACH 50
BUILDING SALE LOCATION MAP 50
HISTORY 55
EXPOSURE TIME 55
RECONCILIATION 56
CERTIFICATION OF VALUE 58

ADDENDA 59

FLOOD MAP 60
PLAT MAP 61
RENT COMPARABLE PICTURES 62
BUILDING SALE PICTURES 65
APPRAISER'S QUALIFICATIONS 68
STATE CERTIFICATION 70

INTRODUCTION



Office Building
760 Lake Elmo Dr.
Billings, Montana

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

Owner of Record:	Vanderloos Properties P.O. Box 30918 Billings, MT 59116-0918
Property Address:	760 Lake Elmo Dr. Billings, MT
Legal Description:	Lot 1, less .21 AC for road & less 5,371 SF of Lot 1 W of Ramp Road, Block 1, Smoky Subdivision, City of Billings, Yellowstone County, State of Montana
Area Economic Conclusions:	General commercial, retail, service, restaurant, medical/professional office, financial institutions, storage, surface parking, convenience stores, single/multi-family residential structures, and vacant land dispersed throughout the area.
Type of Property:	Office Building
Highest & Best Use:	As Vacant – General commercial, retail, service, or office use As Improved – The current use as an office building
2021 Taxes:	A21239 – $5,746.27
Zoning:	Neighborhood Office (NO)
Site Size:	23,052 SF

Building Improvements:

Building Square Foot Summary

Identification	Size in SF	% of Gross Building Area
Office Space	2,618 SF+	68%
Garage/Storage	1,258 SF+	32%
	3,876 SF+	100%

Introduction

Observation Date: 10/10/2022

Effective Date: 10/10/2022

Value Indications	
Land Value	$230,500
Cost Approach:	NA
Income Capitalization Approach	
Direct Capitalization:	$541,400 to $618,700
Sales Comparison Approach	
Direct Comparison:	$579,300

TYPE OF APPRAISAL REPORT

Appraisal Report	Restricted Report
X	

Appraisal Report – A written report that is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the USPAP standards for an Appraisal Report. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of the report.

COMPETENCY STATEMENT

I, Matt Bender, have the education, knowledge, and experience to competently complete an appraisal of the subject property. Refer to the appraiser's qualifications in the Addenda.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to provide a supportable opinion of the market value estimate of the subject property as of the effective date of the appraisal.

INTENDED USE/USER OF THE APPRAISAL

This appraisal will be used by the City of Billings to aid or support decisions related to purchasing the property. **This report may not be distributed to or relied upon by other unintended users, persons or entities. Parties who receive a copy of this report as a consequence of disclosure requirements applicable to the appraiser's client do not become intended users of the report unless they are specifically identified by the appraiser at the time of the assignment. Any entity/person receiving a copy of this appraisal report from the client does not, as a consequence, become a party to the appraiser-client relationship. The appraiser is not obligated to discuss any aspect of this report with any unintended users, entities or third parties which are not stated as an intended user in this report nor is he responsible or liable for any unauthorized use of the report. Any use of this report other than the intended use stated in this report nullifies and voids the analysis and value estimate(s) provided herein.**

This appraisal was requested by Jessica Fust, representing the City of Billings. The report complies with the needs of the client, the City of Billings, and conforms to the Uniform Standards of Professional Appraisal Practice (USPAP).

SCOPE OF THE APPRAISAL

I discussed the assignment with the client and observed the site on 10/10/2022. In addition, I referenced Yellowstone County CAMA data.

I examined the subject's marketing area to determine the existing and proposed inventory as well as demand for and marketability of the subject property. Based on the location of the subject property, surrounding land use/trends, and structural improvements, the highest and best use of the property as vacant land and as improved was determined.

I searched the local market for recent land sales in the community in addition to utilizing land sales from my database. The land sales were selected based on location and size; they were not selected on the sales price. I analyzed the land sale data and determined a land value.

The Cost Approach is a good indicator of the value when the improvements are new or relatively new, represent the highest and best use of the land, or where there are few sales or limited lease data available. The subject property was developed in 1978 and has been renovated. The Cost Approach would require estimating the effective age of the improvements in order to determine the amount of depreciation to apply to the reconstruction cost new. There are adequate but limited sales and income/expense data available with which to determine a value indication by the Income Capitalization and Sales Comparison Approaches. Additionally, commercial real estate brokers report buyers and sellers in the market rarely consider the Cost Approach when it comes to older properties. Therefore, a value opinion by the Cost Approach has not been included in this report.

The subject property is leased but the tenant is preparing to vacate. A rent survey was conducted to determine a market rental rate. A vacancy rate and landlord expense responsibilities were determined and deducted from the potential gross income the property could generate resulting in the net operating income. A cap rate range was determined from building sales. The subject's net operating income was capitalized and a value range for the subject property by the Income Capitalization Approach was reported.

I searched the local market for sales of similar properties in the community and utilized sales from my database. Six sales were identified and analyzed with respect to the subject property. I did not personally inspect all these sales but interviewed market participants to verify the details about the sales. The sales were adjusted for quality of construction, condition, on-site parking, and size. A value estimate by the Sales Comparison Approach was reported.

The values indicated by the Income Capitalization and Sales Comparison Approaches were reconciled and a value opinion of the subject property was reported.

DEFINITION OF MARKET VALUE[1]

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus." Implicit in this definition are the consummation of a sale as of a specific date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.

PROPERTY RIGHTS APPRAISED

The property right appraised is the leased fee interest.

NON-REALTY ITEMS

No other personal property items, e.g., furniture, fixtures and equipment (FF&E), or other non-realty items have been included in the value estimates provided herein.

[1] Federal Register, Rules and Regulations, Volume 55, No. 165, page 34696.

ASSUMPTIONS AND LIMITING CONDITIONS

1. The effective date of value to which the opinions expressed in this report apply is set forth in the certification. The appraiser assumes no responsibility for economic or physical factors occurring at some later date that may affect the opinions stated herein.

2. No opinion is intended to be expressed for legal matters that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although such matters may be discussed in the report.

3. No opinion as to title is rendered. Data on ownership and the legal descriptions were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.

4. An engineering survey has not been conducted by the appraiser. Except as specifically stated, data relative to size and area was taken from sources considered reliable.

5. The maps, plats, and exhibits included herein are for illustration only and used as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

6. No opinion is expressed as to the value of subsurface oil, gas, or mineral rights and that the property is not subject to surface entry for the exploration or removal of such materials except as expressly stated.

7. Testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal unless such arrangements are made a reasonable time in advance and at an additional fee.

8. A title report was not made available to the appraiser. The appraiser assumes no responsibility for such items of record not disclosed in a title report or by his normal investigation in the appraisal process.

9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless a nonconformity has been stated, defined, and considered in this report.

11. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

12. It is assumed that the utilization of the land and improvements are within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. Unless otherwise stated in this report, the existence of hazardous material that may or may not be present on the property was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as toxic waste, asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

14. On January 26, 1992, the Americans with Disabilities Act (ADA) became effective. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of the ADA in estimating the value of the property.

15. The appraiser **is not** a property inspector, general contractor, structural engineer, environmental specialist, plumber, electrician, roofer, pest control specialist, etc. A physical inventory of the subject property is required as part of the appraisal process in order to a) adequately describe the real estate in the appraisal report, b) develop an opinion of the highest and best use, and c) make meaningful comparisons in the valuation of the property, but it does not constitute an expert inspection of the property. In addition, the appraiser does not have professional expertise regarding deed restrictions, FEMA and zoning classifications. Zoning classification data is obtained from the City/County Planning and FEMA data is based on FEMA maps when available. The property inventory and appraisal do not guarantee that the property is free of defects including code violations. In order to fully and adequately determine the condition of the subject property, the client and/or parties involved with the property are encouraged to consult specialists in their respective fields of expertise. The appraiser makes no warranties, either expressed or implied.

16. The liability of Matt Bender is limited to the client and to the fee collected. **This report may not be distributed to or relied upon by other unintended users, persons or entities. Parties who receive a copy of this report as a consequence of disclosure requirements applicable to the appraiser's client do not become intended users of the report unless they are specifically identified by the appraiser at the time of the assignment. Any entity/person receiving a copy of this appraisal report from the client does not, as a consequence, become a party to the appraiser-client relationship. The appraiser is not obligated to discuss any aspect of this report with any unintended users, entities or third parties nor is he responsible or liable for any unauthorized use of this report. Any use of this report other than the intended use stated in this report nullifies and voids the analysis and value opinion(s) provided herein.** The appraiser assumes no responsibility for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, economically or legally.

Assumptions and Limiting Conditions

17. This appraisal report contains "trade secrets and commercial or financial information" which is privileged and confidential and exempt from disclosure under 5 U.S.C. 552 (b) (4). Disclosure of the contents of this report is governed by the Bylaws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report shall be used for any purposes by anyone but the client specified in the report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser. Notify Matt Bender of any request to reproduce this appraisal in whole or in part.

EXCEPTIONAL ASSUMPTIONS AND LIMITING CONDITIONS

1. The State of Montana is a "nondisclosure" state and as such, sale prices of real estate are not publicly recorded, therefore, few centralized sources of sale prices for real estate transactions exist. In addition, no one associated with a real estate sale transaction is obligated to release or verify information. The client is hereby notified that it is possible there may be sales of comparable properties of which I have no knowledge and have not analyzed herein. The information presented herein has been gathered from sources deemed reliable and every effort has been made to insure its accuracy.

2. A Phase I Environmental report was not made available to the appraiser. The analysis and value(s) reported herein are null and void should such an environmental report disclose the presence of hazardous substances on or within the subject site. The client is urged to retain an expert in this field if desired.

3. The City of Billings agrees to indemnify and hold harmless, Matt Bender, Real Estate Appraiser and Consultant and employees from any and all claims for loss and liabilities of any nature whatsoever arising out of or related to this contract, the appraisal report, or use of this report for any other use by any unintended user.

4. As of the effective date of this report, the global outbreak of a “novel coronavirus” known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal.

REGIONAL LOCATION MAP



REGION/CITY DATA/TRENDS

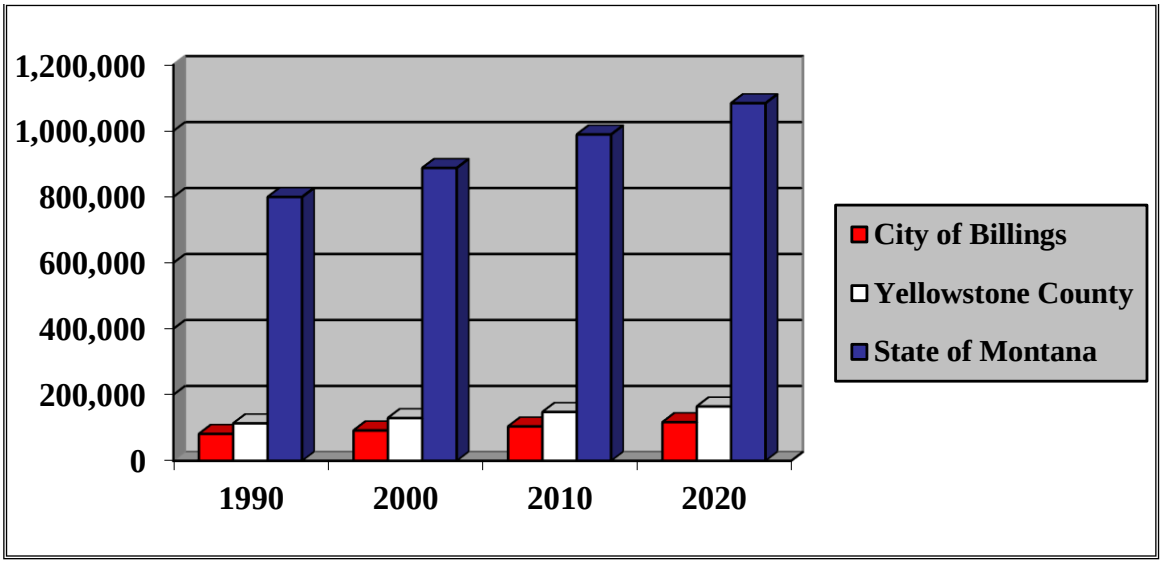
The City of Billings, the county seat of Yellowstone County, is located in south-central Montana, midway between Seattle, Washington, and Minneapolis, Minnesota, and 550 miles northwest of Denver, Colorado.

Billings is a transportation hub for Montana. Logan International Airport is one of Montana's busiest air terminals. Greyhound Bus Lines, a transcontinental bus line, carries passengers between Billings and destinations throughout the United States. Burlington Northern and Montana Rail Link Railroads transport freight to and from the area; passenger rail service is not available. Interstate Highways 90 and 94 intersect at Billings and are supplemented by several other major highways. City buses and taxi services provide local and interurban service throughout the city.

Social Forces

Historical population statistics for Billings, Yellowstone County, and Montana according to the U.S. Census Bureau are illustrated in the graph on the following page.

POPULATION STATISTICS



According to the U.S. Census Bureau, the 2020 population of Billings was 117,116, Yellowstone County was 164,731, and Montana was 1,084,225. Billings' population increased by 12.4% from 2010 to 2020, Yellowstone County's increased by 11.3%, and Montana's population increased by 9.6% over the same time.

Economic Forces

Billings is Montana's largest trade and service center and enjoys a diversified business economy for manufacturing, wholesale distribution, retailing, governmental agencies, medical, oil, gas, and coal industries, and agricultural-related businesses. In addition, Billings has a modern regional shopping center located in the western portion of the community. Its department stores and specialty shops attract customers from all parts of the trade area.

Agriculture, tourism, and recreation also play a major role in the city's and area's economy.

While no one industry is believed to play a decisive role in the future of the city, the Billings economy has historically received a positive impact from the development of oil, gas, and coal reserves in eastern Montana, northeastern Wyoming, and western North Dakota. In addition, Billings has received economic benefits from the mining activity at the Stillwater Mine located approximately 100 miles southwest of the community.

The City of Billings has two general hospitals, the Billings Clinic and St. Vincent Hospital, which serve a large population in Montana and northern Wyoming.

Billings has numerous commercial banks, savings banks, and credit unions. There are public and private lower educational institutions that include parochial, elementary, middle, and high schools with two four-year colleges and several vocational and trade schools that offer a wide variety of vocational and technical training.

The major employers in the Billings area according to the Census and Economic Information Center, Montana Department of Commerce are the Federal Government, the Billings Clinic, Billings School District #2, St. Vincent Hospital and Health Center, State of Montana, City of Billings, Better Business Systems, Yellowstone County, Wells Fargo Bank, and Edwards Jet Center.

Since 1995 the unemployment rate for Yellowstone County has consistently averaged about one percentage point below the state average and has remained well below the national average since at least 1989. The unemployment rate for August 2022 for the nation was reported to be 3.7%, 2.6% for Montana, and 2.5% for Yellowstone County.

Governmental Forces

Billings has a council-manager form of government comprised of the mayor, ten council members, and a city manager. The City of Billings Police and Fire departments provide security and fire protection services. All utility services and public transportation are available.

There is a city/county planning department that governs new commercial and residential building developments.

Environmental Factors

The geography of Billings is a mix of plains and mountains. The city is situated 3,126 feet above sea level.

The climate is semi-arid with low year-round humidity with moderate annual precipitation and temperatures.

Trends

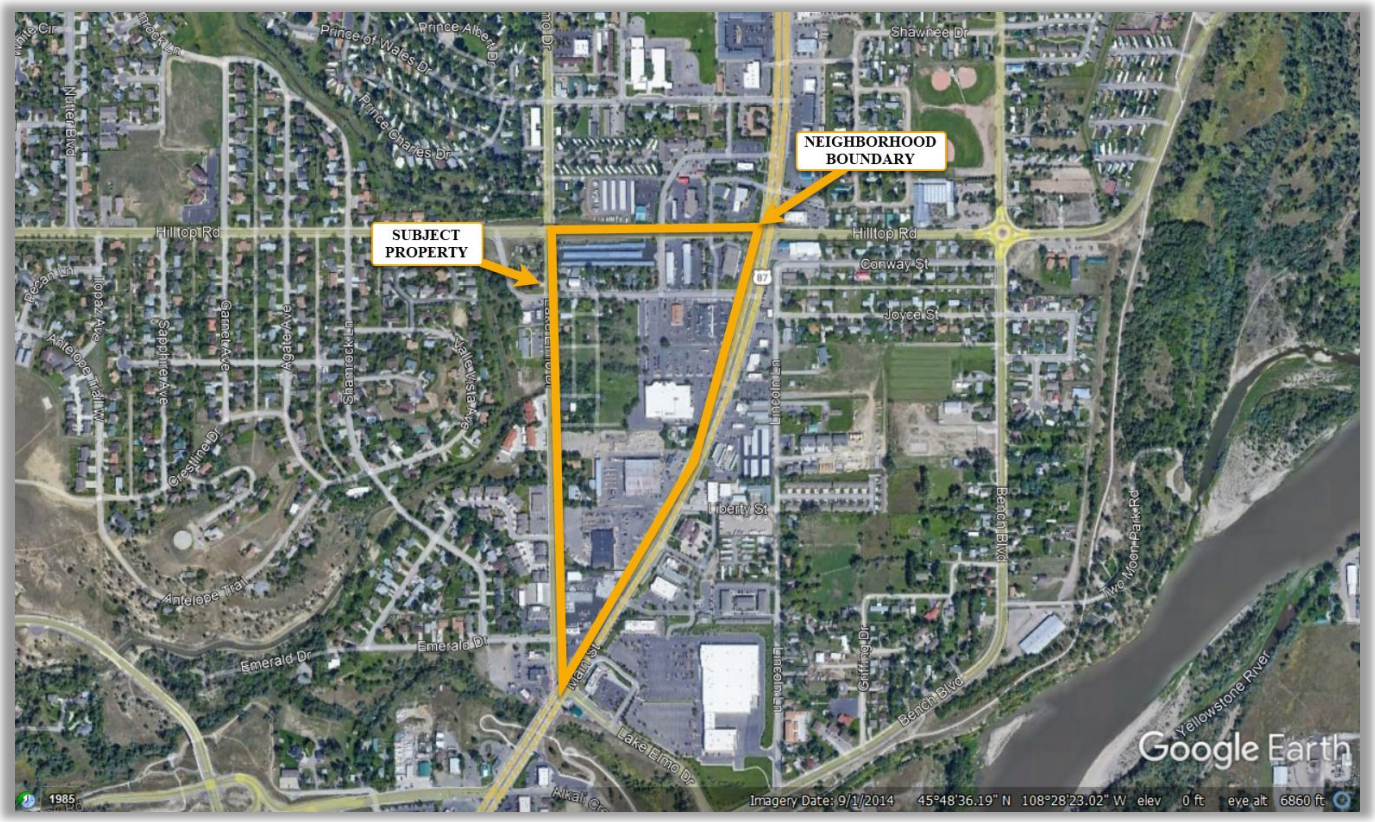
The general retail market in the central business district is not as strong as in previous years. The trend has been towards specialty retail establishments. There are several street-level retail rental suites in the "prime" downtown area that are available for lease. There has been an increase in development activity with respect to renovation of existing facilities into mixed-use apartment, retail, and/or office buildings as evidenced by the renovation of the Babcock Building located at the southwest corner of North Broadway and 2nd Avenue North and the renovation of the Northern Hotel located at the southeast corner of North Broadway and 1st Avenue North. The most recent developments in the area include the renovation of the old Federal Courthouse (Stillwater Building) between 3rd and 4th Avenues North on North 26th Street and the Alberta Bair Theater. A new parking garage across North 26th Street from the Stillwater Building has been completed. The Lou Talbert Building at North Broadway and 2nd Avenue North and the Kate Fratt Elementary Building between 2nd and 3rd Avenues North along the east side of North 32nd Avenue have undergone complete renovations. The Billings Clinic is in the process of expanding its facility at the southwest corner of 10th Avenue North and North 27th Street. The Montana National Bank Building at the northeast corner of North Broadway and 2nd Avenue North has undergone a complete renovation.

There has been sporadic commercial and residential development in the Billings Heights, Lockwood, and west/southwest Billings areas. There continues to be strong retail development along King Avenue West in the Montana Sapphire Subdivision and around

the Shiloh Road/I-90 Interchange in addition to an increase in new commercial development activity taking place in the TransTech Subdivision north of the Shiloh Road/I-90 Interchange.

The multi-family market has experienced very high demand with vacancy rates reported to be in the range from 0% to 5%. Landlords and leasing agents report that apartment rental rates are increasing with low vacancy and several new apartment facilities being developed.

NEIGHBORHOOD MAP



NEIGHBORHOOD DATA/TRENDS

The boundaries of the subject neighborhood are considered to be Main Street on the east, Lake Elmo Drive on the west, and Hilltop Road on the north. The subject property is located near the northwest corner of the designated neighborhood and approximately three miles northeast of the central business core of the downtown area.

Access to the neighborhood is provided from Hilltop Road from the east and west and Main Street and Lake Elmo Drive from the north and south. In addition, there are numerous east/west and north/south collector streets that provide access to the neighborhood. The Lockwood/I-90 Interchange is located approximately 2.6 miles to the southeast.

The subject property is inside the Billings City limits. Utilities include water, public sewer, natural gas, electricity, and telephone services. The utilities appear adequate to serve the needs of the various residential and commercial properties in the neighborhood.

Police and fire protection and public transportation are available.

Typical occupancies include general commercial, retail, service, restaurant, medical/professional office, financial institutions storage, surface parking, convenience stores, single/multi-family residential structures, and vacant land dispersed throughout the area. The commercial and residential structures reflect a wide mix of ages and designs.

Neighborhood Data/Trends

Trends

My investigation of the subject neighborhood indicates that it appears to be in a redevelopment stage. Several older properties along Main Street have been razed and redeveloped with new commercial properties. The most recent commercial developments along Main Street include a fast food restaurant, a gas station/convenience store/casino, an automotive express lube center, a credit union, and a casino/liquor store.

The number of vacant sites available for development along Main Street is limited.

There continues to be sporadic single-family and multi-family residential development taking place in the various commercial/residential neighborhoods in the Billings Heights.

In conclusion, as the city expands/grows, the subject neighborhood as a whole is expected to continue as a general commercial, retail, service, and medical/professional office area.

PROPERTY DATA

TAX AND ASSESSMENT DATA

The Yellowstone County Assessor's records for the subject property are illustrated in the table below. The taxes do not include any furniture, fixtures, and equipment (FF&E).

AD VALOREM TAX INFORMATION

Code/Classification	Market Value	2021 Taxes
A21239		
Land Value	$58,011	
Building Value	$311,089	$5,746.27
Total Value	$369,100	

Special Assessments

The appraiser has no actual knowledge nor has received any notice of any special assessments levied or about to be levied against all or any part of the subject property.

ZONING

The subject property is situated in the Neighborhood Office (NO) zoning district.

On-site Parking

The subject property is being utilized as an office building. On-site parking requirements for an office building require one parking space per 350 SF of GBA. Based on a GBA of 3,876 SF, 12 on-site parking spaces would be required. On the effective date of this report, there were 14 on-site parking spaces observed on the property. Parking does not appear to be a concern.

SUBJECT PICTURES



The south and east elevations of the subject property looking to the northwest
Taken by Matt Bender



The west and south elevations of the subject property looking to the northeast
Taken by Matt Bender

Subject Pictures



The north and west elevations of the subject property looking to the southeast
Taken by Matt Bender



The east and north elevations of the subject property looking to the southwest
Taken by Matt Bender

Subject Pictures



Looking to the west along the northern property boundary from near the northeast corner of the subject property
Taken by Matt Bender



Looking to the south along the west side of Lake Elmo Drive from near the northeast corner of the subject property
Taken by Matt Bender

Subject Pictures



Looking to the north along the west side of Lake Elmo Drive from near the southeast corner of the subject property
Taken by Matt Bender



Looking to the west along the north side of Hanson Lane near the southeast corner of the subject property
Taken by Matt Bender

Subject Pictures



Looking to the east along the north side of Hansen Lane from near the southwest corner of the subject property
Taken by Matt Bender

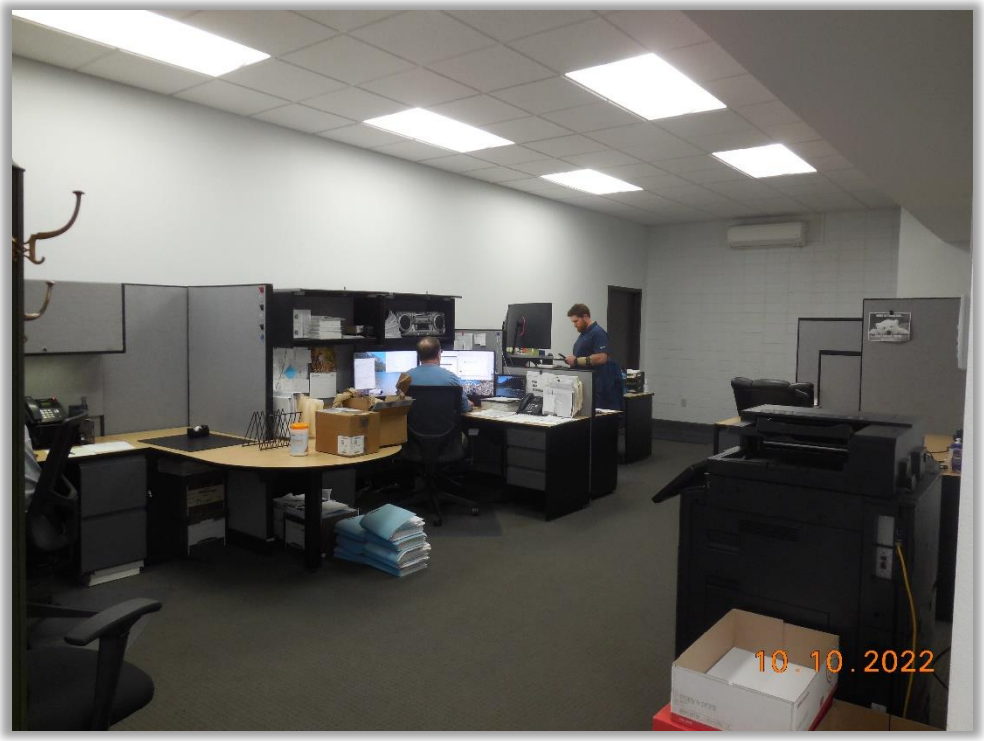


Looking to the south along the east side of Hansen Lane from near the northwest corner of the subject property
Taken by Matt Bender

Subject Pictures



Looking to the west along the northern boundary from near the northwest corner of the subject property
Taken by Matt Bender



Office space
Taken by Matt Bender

Subject Pictures



Conference area
Taken by Matt Bender



Individual office space (typical)
Taken by Matt Bender

Subject Pictures



Individual office space (typical)
Taken by Matt Bender



Breakroom
Taken by Matt Bender

Subject Pictures

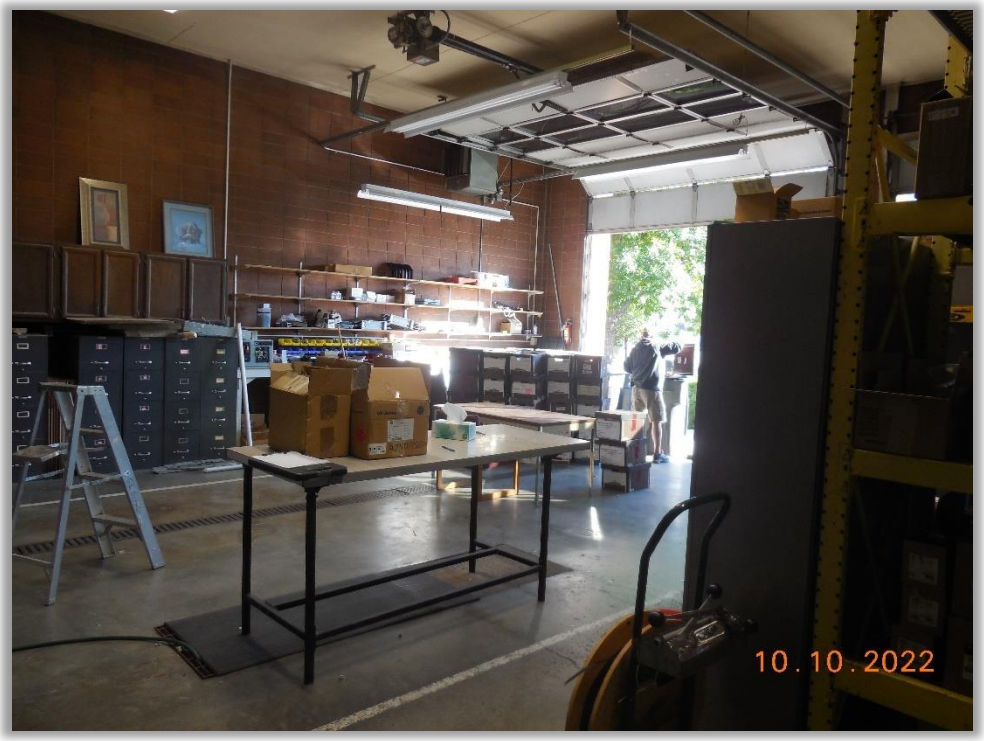


Restroom
Taken by Matt Bender



Restroom
Taken by Matt Bender

Subject Pictures



Garage/storage space
Taken by Matt Bender

SITE MAP



The subject site is highlighted in purple.

The subject site is an irregularly shaped corner site with a gross area of 23,052 SF. The parcel has frontage along the west side of Lake Elmo Drive and the north and east sides of Hansen Lane. The northerly boundary abuts private property.

The subject site has curb/gutter/sidewalk along Lake Elmo Drive and curb/gutter but no sidewalk along Hansen Lane.

Vehicular access to the property is from curb cuts on Lake Elmo Drive.

The site slopes from west to east but the site of the building and parking lot has been leveled and is at grade with the adjacent roads and properties.

Public sanitary sewer and water, natural gas, electricity, and phone service are available.

According to FIRM Map No. 30111C1290E, the site is not situated within a designated flood zone. Yellowstone County is located within Seismic Zone 1.

The physical inventory of the subject site did not reveal any other visual easements and/or restrictions, encroachments, nuisances, hazards, detrimental influences, or private deed restrictions that would impact site utilization or value.

Site Improvements – Underground sprinklers, grass, shrubs, trees, concrete, and asphalt paving

Structural Improvements –

FOOTING/FOUNDATION:	Concrete
FLOOR STRUCTURE:	Concrete and wood
FLOOR COVER:	Concrete, carpet, and sheet vinyl
FRAME:	Masonry
EXTERIOR WALL:	Block. Doors are metal in metal frames and glass/metal in metal frames. Windows are double pane in metal frames. There are two 14' x 12' overhead doors with openers in the garage/storage area.
PARTITIONS:	Block, fixed glass, and wood stud framing with painted/textured sheetrock. Doors are wood in wood frames and metal in metal frames.
CEILING:	Painted/textured sheetrock and drop-in acoustical tile with florescent lighting
ROOF STRUCTURE:	Gable and mansard
ROOF COVER:	Asphalt shingle
HVAC:	Gas-fired forced air with air conditioning
ELECTRICAL:	All wiring systems are assumed to be in compliance with applicable federal, state, and local codes. The number and type of fixtures and outlets are typical for the quality of construction and occupancy.
PLUMBING:	There are two restrooms, each with a sink and toilet. The plumbing is typical for the quality of construction and occupancy.
INSULATION:	Assumed
INTERIOR FINISH:	The subject property's interior finish is average/good quality.

QUALITY/CONDITION: The overall quality of the materials and workmanship is average quality construction and in average/good condition overall.

COMMENTS: The garage/storage area has plumbing for a wash bay and a floor drain. Approximately 510 SF of the original garage space has been converted into office space.

HIGHEST AND BEST USE

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are 1) legal permissibility, 2) physical possibility, 3) financial feasibility and 4) maximum profitability. Highest and best use analysis involves assessing the subject as if vacant and as improved.

Vacant Land Highest and Best Use

The site is situated within the Neighborhood Office (NO) Zoning District. According to Billings City Code, "The NO district is intended to accommodate office and office/residential uses on neighborhood corridors and internal neighborhood locations where other commercial uses are inappropriate. This district is meant to be highly walkable and accessible to pedestrians and to fit well with the context of adjacent neighborhood residential buildings when located on corners or block ends."

The subject site is not located within a designated flood hazard zone.

The appraiser is not aware of any other private covenants, conditions, or restrictions (CCRs), nuisances, hazards, or detrimental influences that run with the land. **However, a survey and title report should be consulted for final determination; neither of these documents has been supplied to the appraiser**.

The subject site is a corner parcel with a gross area of 23,052 SF. All utility services to the site are available. The parcel has good visibility and convenient access. There are curb, gutter, and sidewalk present on Lake Elmo Drive and curb and gutter on Hansen Lane. The soils have not been independently investigated and no opinion as to the suitability for any specific use has been rendered by the appraiser. In summary, there are no obvious physical deficiencies that preclude the proper development of the site.

The nature of existing improvements in the area reflects general commercial, retail, service, restaurant, medical/professional office, financial institutions, storage, surface parking, convenience stores, single/multi-family residential structures, and vacant land dispersed throughout the area. The most recent commercial developments in the area have taken place along Main Street and include a fast-food restaurant, a gas station/convenience store/casino, an automotive express lube center, a credit union, and a casino/liquor store.

The subject site has frontage along Lake Elmo Drive, an arterial street, with good visibility and convenient access from Hansen Lane off Main Street. It is concluded that the maximally productive use of the subject site may be for general commercial, retail, service, or office uses.

Highest and Best Use

Improved Property Highest and Best Use

The site is situated within the Neighborhood Office (NO) Zoning District. According to Billings City Code, "The NO district is intended to accommodate office and office/residential uses on neighborhood corridors and internal neighborhood locations where other commercial uses are inappropriate. This district is meant to be highly walkable and accessible to pedestrians and to fit well with the context of adjacent neighborhood residential buildings when located on corners or block ends."

There are minimal vacant sites available for development in and around the subject neighborhood. Developers and leasing agents of commercial space in Billings report the large office market in Billings recently has been soft, but the small, or micro, office market has fared better.

The subject property is in a desirable location with good access. Brokers report there is good demand for smaller office properties. The subject property is in average/good condition with convenient access, good visibility, and ample parking. The property was originally a fire station that was converted into office space with a garage/storage area. However, it appears that the property appears to preform function well as an office.

It is concluded that the maximally productive use of the property as improved is for continued use as an office building.

PROPERTY VALUATION

THE VALUATION PROCESS

The valuation process is a systematic procedure that involves defining the problem, taking a physical inventory of the subject property, conducting a highest and best use analysis, selecting, collecting, and analyzing the necessary data, reconciling the value indications and reporting the final value estimate(s).

Appraisers usually consider three approaches to estimating the market value of real property, the Cost Approach, Income Capitalization Approach, and the Sales Comparison Approach.

The Cost Approach assumes that an informed buyer would pay no more than the cost of developing a similar property with the same utility. This approach is applicable when the improvements are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there are limited or no sales or income/expense data from comparable properties. The Cost Approach is typically used for new or relatively new properties and is rarely considered for older properties with significant depreciation.

The Income Capitalization Approach reflects the market's perception of a relationship between the potential income a property can generate and its market value. This approach converts the anticipated net operating income from the property into a value indication through capitalization. The methods used to determine a value indication are direct capitalization and/or a discounted cash flow analysis. This approach is generally used in appraising income-producing properties.

The Sales Comparison Approach assumes that an informed buyer would pay no more for a property than the cost of purchasing another existing property with the same utility. This approach is appropriate when there is an active market with sufficient and reliable data. The Sales Comparison Approach is less reliable in an inactive market or when estimating the value of a property for which no comparable data is available. The Sales Comparison Approach is often relied upon for owner-user properties.

Reconciliation of the various approaches utilized to determine a value indication of a property into a conclusion of value is based on an evaluation of the quality and quantity of data available for each approach and the applicability of each approach to the property being appraised.

Adjustments

Comparable land and building sales and rent comparables have been considered herein. Adjustments have been made reflecting anticipated market reaction to those items of significant variation between the subject and the comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of the subject. If a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

Specific dollar amounts or percentage adjustments have been utilized whenever possible. When specific adjustments cannot be extracted from the available data, qualitative analysis was utilized in estimating the value of the subject property. Qualitative analysis is a technique used to develop a supportable or defensible opinion of value. It is appropriate when one or more elements of comparison are known to affect value, but data are insufficient to estimate a specific lump sum or percentage adjustment. It is not a shortcut to avoid the extraction of market-derived data.

VALUATION METHODS SELECTED

The following traditional valuation methods have been selected as being appropriate for estimating the defined value of the subject property.

Cost Approach		Income Capitalization Approach	X	Sales Comparison Approach	X

LAND/SITE VALUATION

The sales comparison approach using the price per square foot of gross site area for estimating the value of the subject site will be utilized. The subject property is situated on a 23,052 SF site. Six sales were identified and analyzed.

LAND SALES LOCATION MAP



Land Sale 1 is an interior parcel located on the east side of Gleneagles Boulevard north of West Wicks Lane in the Billings Heights. This site was vacant land and plans for this parcel are unknown.

Land Sale 2 is a corner site located at the southeast corner of 41st Street West and Avenue B. This site was vacant land and plans for this parcel are unknown.

Land Sale 3 is a corner site located at the southeast corner of Grand Avenue and Golden Valley Circle. This parcel is located in the Cardwell Ranch Subdivision, which is a planned unit development with CCRs that are similar to Community Commercial zoning. A medical office and treatment facility are planned for the site. The buyer is responsible for developing approaches, sidewalks, and lighting.

Land Sale 4 is a corner lot located at the southeast corner of Grand Avenue and 5th Street West. This is the site of the old McFiny's gas station/convenience store. The seller removed the underground gas tanks before the sale. The buyer paid approximately $40,000 to raze the building and a coffee shop has been developed on the site.

Land Sale 5 is a corner lot located at the southwest corner of State Avenue and Van Buren Street just east of the State Avenue King's Ace Hardware. Plans for this site are unknown.

Land Sale 6 is an interior site located on the east side of Main Street just north of Hilltop Road in the Billings Heights. The seller operated a Fuddruckers restaurant on the site before a fire caused severe damage to the building in August 2019. The seller had already been in negotiations with a developer who intended to tear down the building. The seller then razed the fire-damaged property at his cost and sold the parcel to the developer. A credit union has been developed on the parcel. The credit union wanted this specific site because it was located near a left-hand turn lane and has an access road on the southern boundary, which gives this site better access than most on Main Street.

Refer to the following table for a direct comparison summary for the subject site.

760 Lake Elmo Dr.

Summary Grid of Land Sales

Item	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
Sale Price		$411,450	$330,000	$498,788	$350,000	$155,000	$1,900,000
Financing		Cash	Cash	Cash	Cash	CFD	Cash
Adjustment		$0	$0	$0	$0	$0	$0
Conditions of Sale		None	None	None	Demo	None	Demo
Adjustment		$0	$0	$0	$40,000	$0	$0
Date of Sale	10/10/2022	5/20/2022	5/3/2022	11/22/2021	11/12/2020	1/31/2020	10/25/2019
Adjustment		$0	$0	$0	$0	$0	$0
Adjusted Sale Price		$411,450	$330,000	$498,788	$390,000	$155,000	$1,900,000
Exposure Time		> 6 Months	> 6 Months	> 12 Months	> 6 Months	< 12 Months	NA
Size	23,052 SF	63,300 SF	29,447 SF	59,154 SF	17,837 SF	21,958 SF	58,762 SF
Sale Price Per SF Site Area		$6.50 SF	$11.21 SF	$8.43 SF	$21.86 SF	$7.06 SF	$32.33 SF
DIRECT COMPARISON							
Location	Good	Inferior	Superior	Superior	Superior	Inferior	Superior
Adjustment		+	-	-	-	+	-
Zoning	NO	CMU1	CMU1	PUD	NMU	NC	HC
Adjustment		-	-	=	=	=	-
Corner Site	Yes	Inferior	Similar	Similar	Similar	Similar	Similar
Adjustment		+	=	=	=	=	=
Size	23,052 SF	63,300 SF	29,447 SF	59,154 SF	17,837 SF	21,958 SF	58,762 SF
Adjustment		+	+	+	-	=	+
Indicated $/SF		$6.50 SF	$11.21 SF	$8.43 SF	$21.86 SF	$7.06 SF	$32.33 SF

Adjustments

Financing – All of the sales were reported to be cash or cash equivalent transactions; no adjustments are warranted.

Conditions of Sale – The seller of Land Sale 6 razed the fire-damaged building that was on the property at his cost. The buyer in Land Sale 4 paid $40,000 to raze the old convenience store located on the site; that cost has been added to the sales price for Land Sale 4. The other land sales did not have any conditions of sale and affected the sales prices.

Date of Sale – This item of adjustment is for time elapsed between the date of a sale and the effective date of valuation. The sales span a time frame from 10/25/2019 to 5/20/2022 or up to 36 months prior to the effective date of valuation. There were no paired sales or sale/resales identified that provide an adjustment for market conditions. Therefore, no adjustment was attempted.

Location – The subject site is located along Lake Elmo Drive with good access and visibility. Land Sales 1 and 5 are located in areas that are less desirable for development, which is inferior with respect to location; upward adjustments are warranted. The remaining land sales are either located on superior arterials or are in areas that are more desirable for commercial development; downward adjustments are warranted.

Zoning – The subject property is situated in the Neighborhood Office (NO) zoning classification. Land Sales 1, 2, and 6 are located in less restrictive zoning districts and are superior with respect to zoning; downward adjustments are warranted. The remaining land sales are similar to the subject property with respect to zoning; no adjustments are warranted.

Corner Site – The subject site is a corner parcel. Land Sale 1 is an interior site and inferior to the subject site; an upward adjustment is warranted. The remaining land sales are corner sites; no adjustments are warranted.

Size – Smaller sites typically have higher square foot prices. Land Sale 3 is similar in size to the subject site; no adjustment is warranted. The remaining land sales are larger than the subject site; upward adjustments are warranted.

Final Correlation and Conclusion of Land Value

The indicated value range is $6.50 SF to $32.33 SF with a mean of $14.57 SF and a median of $9.82 SF. The bottom of the range is represented by Land Sale 1. This sale is superior with respect to zoning, but is inferior with respect to location, corner site, and is the largest of all the land sales. This suggests a value greater than $6.50 SF. Land Sale 5 is similar with respect to zoning, corner site, and size but is inferior with respect to location. This suggests a value greater than $7.06 SF. Land Sale 3 is superior with respect to location but is more than twice the site of the subject site. This suggests a value greater than $8.43 SF.

Land Sale 6 represents the top of the range. This sale is larger but is superior with respect to location and zoning. Land Sale 6 was one of the last remaining sites located on Main Street available for development. This suggests a value of less than $32.33 SF. Land Sale 4 is superior with respect to location and is smaller. This suggests a value of less than $21.86 SF. Land Sale 2 is larger but superior with respect to location and zoning. This suggests a value of less than $11.21 SF.

The narrowed range is from $8.43 SF to $11.21 SF with a mean and median of $9.82 SF. It is concluded a value near the middle of the narrowed range at $10.00 (R) SF is reasonable, supportable, and will be emphasized for the subject site.

The estimated market value of the subject site is 23,052 SF x $10.00 SF = $230,520 or $230,500 (R).

COST APPROACH

The subject property was originally developed in 1978 and has been renovated. The main concern with determining a value by the Cost Approach is determining the effective age of the subject improvements and the amount of depreciation to apply to the reconstruction cost new. There is adequate but limited income and expense and building sales data to determine a value indication by the Income Capitalization and Sales Comparison Approaches. Additionally, commercial real estate brokers report buyers and sellers in the market rarely consider the Cost Approach when it comes to older properties. Therefore, a value by the Cost Approach is not included in this analysis.

INCOME CAPITALIZATION APPROACH

Income Quantity

The potential gross income (PGI) refers to the total income the property is capable of producing from rents and other income at full occupancy. The effective gross income (EGI) refers to the income after deducting an allowance for vacancy and collection loss. The net operating income (NOI) refers to the income after deducting landlord operating expenses but before debt service and depreciation.

Income Quality

Basic issues influencing the quality of the income stream include vacancy, tenant turnover rates, tenant strength, supply and demand, neighborhood trends, etc. The subject property is a former fire station that has been used as an office building for an extended period of time. The subject building is located in the Billings Heights along Lake Elmo Drive. There are office rental suites in the Heights that are vacant and available for occupancy. The property has been leased by the same tenant for years. Rental rates for retail/office space in the community range from around $8.00 SF+ to about $18.00 SF+ with a wide variety of landlord and tenant expense responsibilities.

Income Durability

The property has been leased by the same tenant for years. The landlord is currently renting the building for $7.74 SF on a month-to-month basis with the tenant paying all the operating expenses associated with the property. However, the tenant is the process of vacating the property.

Leased Fee Interest – Direct Capitalization

When this method is applied, a single year's income expectancy is capitalized at an overall capitalization rate derived from the mortgage equity band of investment method and/or market-extracted capitalization rates extracted from sales of similar use properties.

The analysis begins by determining the potential gross income the facility can generate based on market rental rates for similar space in the community. The total operating expenses are estimated and deducted to derive the net operating income. The net operating income is then capitalized at an appropriate capitalization rate.

A survey of rental rates for similar properties in the community was conducted.

Refer to the following page for a rent-comparable location map and rent-comparable summary table:

RENT COMPARABLE LOCATION MAP



Rent Comparable Summary

Identification	Size (SF)	Annual Rent Per SF	Expense Responsibilities
Rent Comparable 1 2923 Montana Ave.	7,250 SF	$7.67 SF	L = None T = All
Rent Comparable 2 895 Main St.	2,600 SF	$10.93 SF	L = T, I, M/R T = U
Rent Comparable 3 520 Wicks Ln.	Various	$12.00 SF	L = None T = All
Rent Comparable 4 926 Main St.	1,231 SF	$13.30 SF	L = T, I, M/R T = U
Rent Comparable 5 904 Main St.	3,289 SF	$17.85 SF	L = None T = All

Legend: T = Taxes, I = Insurance, M/R = Major structural maintenance and repair, U = Utilities

Rent Comparable 1 is an average quality 7,250 SF+, mixed-use building located at the northeast corner of Montana Avenue and North 30th Street. The building was built in 1905 and was remodeled in 2005. The building includes a two-stall garage/warehouse. This building has no off-street parking. The tenant pays all the operating expenses associated with this property.

Rent Comparable 2 is an average quality 2,600 SF rental suite in an office/retail strip mall located at the southeast corner of Milton Road and Main Street. This unit is being leased by Batteries Plus. There is limited on-site parking for this rent comparable. The tenant pays the cost of the utilities. The landlord pays all the other operating expenses associated with this property.

Rent Comparable 3 is an average-quality office/retail strip mall on the south side of Wicks Lane just west of Main Street. The property has various sizes of units. There is on-site parking for this property. The tenant pays a base rent plus a prorated share of the operating expenses for this facility.

Rent Comparable 4 is an average-quality 1,231 SF condominium rental suite in a multi-tenant office/retail facility located at the southwest corner of Milton Road and Main Street. There is on-site parking for this property. The tenant pays utilities and the landlord pays all other operating expenses associated with this facility.

Rent Comparable 5 is an excellent quality 3,289 SF suite in a retail strip center located at the northwest corner of Milton Road and Main Street. The tenant, Chase Bank, completely renovated the suite at its own cost. The landlord did not pay for any of the tenant improvements. This comparable has on-site parking. The tenant pays all the operating expenses associated with this property.

Final Correlation and Conclusion of Market Rental Rate

For purposes of this analysis, the subject's rental rate will reflect a triple-net lease agreement with the tenant being responsible for all of the operating expenses associated with the subject property. Rent Comparables 2 and 4 reflect modified-gross lease agreements and need to be adjusted downward. The total operating expenses for Rent Comparable 2 and 4 are estimated to be $4.00 SF. The estimated cost of utilities is $0.50 SF, which the tenants pay. Both these rent comparables will be adjusted downward by $3.50 SF ($4.00 SF - $0.50 SF =$3.50 SF) to reflect the landlord having to be responsible for those expenses. Please refer to the following table for a summary of the adjusted rental rates

Adjusted Rental Rate Summary

Rent Comparable Number	Adjusted Rental Rate
Rent Comparable 1	$7.67 SF
Rent Comparable 2	$7.43 SF
Rent Comparable 3	$12.00 SF
Rent Comparable 4	$9.80 SF
Rent Comparable 5	$17.85 SF

The rental rates range from $7.43 SF to $17.85 SF with a mean of $10.95 SF and a median of $9.80 SF. The low end of the range is represented by Rent Comparable 2. This rent comparable is inferior with respect to condition and on-site parking. Additionally, a broker familiar with the building said the rents in the facility were below market. This suggests a rental rate greater than $7.43 SF. Rent Comparable 1 is larger, older, and lacks on-site parking. This suggests a rental rate greater than $7.67 SF. Rent Comparable 4 is inferior with respect to condition, which suggests a rental rate greater than $9.80 SF.

Rent Comparable 5 represents the top of the range. This rent comparable is superior with respect to condition and is rented by a national tenant that desired this location for a bank branch. This suggests a rental rate of less than $17.85 SF. Rent Comparable 3 is the most similar rent comparable. Like the subject property, it is not located on Main Street but is conveniently located nearby

with good visibility and access. Emphasizing Rent Comparable 3, it is concluded that a rental rate of $12.00 SF is reasonable, supportable, and will be utilized for the subject property.

Vacancy and Collection Loss

This category accounts for the time between tenants, as well as prolonged vacancies during slow market conditions, and reflects the probable vacancy during the economic life of the property, not necessarily the vacancy at any particular point in time.

NAI Business Properties tracks the amount of commercial space available for lease in the community. NAI's most recent survey indicated an 8.0% vacancy rate for Class B office space.

The subject property had been leased for an extended period of time. This would indicate a historical vacancy rate of 0.0%. The two vacancy indications range from 0.0% to 8.0% with a mean and median of 4.0%. The subject property is well maintained, has good visibility and access, and has off-street parking. Considering all the above, a vacancy rate of 4.0% will be applied to the estimated potential gross income the building could generate.

Operating Expenses

Management – This expense category is related to active management by the landlord and/or a representative who is responsible for maintaining property records, collecting rents, marketing the property, negotiating leases, etc. Property management firms typically collect a percentage of the effective gross income with the percentage, generally in the range of 3% to 6%, dependent upon the number of tenants and management responsibilities. The subject building is best suited for one tenant. For purposes of this analysis, a management fee of 3.0% of the effective gross income will be utilized for this expense category.

Capitalization Rate Determination

Market-extracted cap rates are the result of the interactions of buyers and sellers in the marketplace, therefore, they are considered the most reliable source of cap rates. However, this procedure requires considerable and accurate income and expense data that may not always be available.

Refer to the table on the following page, which summarizes cap rates for similar properties in the community where a cap rate could be extracted.

Building Cap Rate Summary

Identification	Year Sold	Sale Price	NOI	Cap Rate
3860 Avenue B Unit C	2021	$510,000	$39,100	7.67%
1131 North 27th Street	2021	$1,400,000	$104,412	7.46%
1523 Wyoming Avenue	2021	$640,000	$42,310	6.61%
2212 Broadwater Avenue	2020	$750,000	$52,500	7.00%
2923 Montana Avenue	2020	$695,000	$55,620	8.00%

The cap rates extracted from sales of properties in the community in the above table are not all true comparables to the subject property. However, they are sales of properties that have taken place over the years and reflect investor expectations of leased properties in the community. The cap rate range indicated by the building sales is from 6.61% to 8.00% with a mean of 7.35% and a median of 7.46%. It is concluded that a cap rate range from 7.00% to 8.00% is reasonable, supportable, and will be utilized.

Refer to the following table for a Direct Capitalization summary.

760 Lake Elmo Dr.

Projected Operating Statement

Type of Space/Tenant	SF Leased		Annual Income		
Office/storage	3,876 SF	$12.00 SF	$46,512		
Potential Gross Income (PGI)			$46,512		
		ASSUMPTIONS			
Vacancy and Collection Loss			4.0%		
Cap Rate Range			7.00%	8.00%	
				%	$ Per SF
Potential Gross Income (PGI)			$46,512		$12.00 SF
Vacancy and Collection Loss			($1,860)		($.48 SF)
Effective Gross Income (EGI)			$44,652	100.0%	$11.52 SF
Expenses					
Insurance			$0	0.0%	$.00 SF
Maintenance/Repair			$0	0.0%	$.00 SF
Management			$1,340	3.0%	$.35 SF
Real Estate Taxes			$0	0.0%	$.00 SF
Utilities			$0	0.0%	$.00 SF
Total Expenses			$1,340	3.0%	$.35 SF
Net Operating Income (NOI)			$43,312	97.0%	$11.17 SF
% = Percentage of Effective Gross Income				$44,652	
$ = Dollars per SF				3,876 SF	

Direct Capitalization – Leased Fee Interest

NOI	/	OAR	=	Value Indication	
$43,312	/	7.00%	=	$618,743	$159.63 SF
$43,312	/	7.50%	=	$577,493	$148.99 SF
$43,312	/	8.00%	=	$541,400	$139.68 SF

The value opinion range is from $541,400 (R) to $618,700 (R).

SALES COMPARISON APPROACH

Direct Comparison

In this approach, the market value of the subject property is estimated by direct comparison analysis.

Direct comparison analysis compares improved sales to the subject property on a price per square foot of gross building area (GBA) basis without the land. The price per SF (GBA) above grade reflects the physical characteristics of a property and care must be taken in the building sale selection process. Six sales were analyzed.

BUILDING SALE LOCATION MAP



Building Sale 1 – This is an average-quality office building developed in 1975. This building is located at the northwest corner of 19th Street West and Central Avenue. There is 3,920 SF of average-quality office space on one floor. The building was reported to be in average/good condition at the time of the sale. This property does have on-site parking.

Building Sale 2 – This is a good quality retail/office building developed in 2003. This was a former City Brew coffee shop located on the east side of North 27th Street just south of 10th Avenue North that was being used as an office for City Brew management. There is 2,760 SF of office/retail space on the main floor and 1,122 SF of office space on the second floor. The building was in good condition at the time of the sale. The building was purchased by Montana Health Federal Credit Union, and it was

subsequently renovated into an MHFCU branch. The owner was motivated to purchase the property due to into close proximity to the health care corridor. This property does have on-site parking.

Building Sale 3 – This is a good-quality bank developed in 1995. This building is home to Valley Federal Credit Union and is located on the southwest corner of North 31st Street and 2nd Avenue North. There is 3,762 SF of good quality office space on one floor. There is a 3,480 SF basement that is a mix of finished and unfinished space that is used for storage. This building was reported to be in good condition at the time of the sale. The sale included furniture and an ATM that had an estimated value of approximately $100,000. The buyer was motivated to buy this property because it was a perfect fit for what they needed. This building does have on-site parking.

Building Sale 4 – This is an average-quality office building developed in 1979. This building was home to a real estate office located on the east side of Lake Elmo Drive between Encanto Place and Bitmore Way. There is 2,524 SF of good quality office space on three floors and 1,074 SF of basement space. This sale was reported to be in good condition at the time of the sale. This property does have on-site parking.

Building Sale 5 – This is low cost/average quality office building developed in 1931. This building was a single-family residence that has been converted into a small office building located on the south side of Grand Avenue between 1st and 2nd Streets West. This is 1,500 SF of average-quality office space on two floors with a 380 SF storage basement. This sale was in fair/average condition at the time of the sale. The property has limited on-site parking.

Building Sale 6 is an average-quality mixed-use building located at the northeast corner of Montana Avenue and North 30th Street. The property was developed in 1905. The brick building has 950 SF of main-floor retail space, 2,300 SF of main-floor shop/warehouse space, 750 SF of mezzanine retail space, 2,475 SF of second-floor office space, and 775 SF of second-floor apartment space. This building was in average condition. There are two overhead doors that can be opened to allow parking for two vehicles but otherwise the property does not have on-site parking.

Refer to the following page for a direct comparison summary:

760 Lake Elmo Dr.

Building Sales Summary

Item	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
Sale Price		$590,000	$1,400,000	$1,070,000	$550,000	$250,000	$695,000
Property Rights	Leased Fee	Fee Simple	Leased Fee	Fee Simple	Leased Fee	Leased Fee	Leased Fee
Adjustment		$0	$0	$0	$0	$0	$0
Financing	Normal	Cash	Cash	Cash	Cash	Cash	Cash
Adjustment		$0	$0	$0	$0	$0	$0
Conditions of Sale	Normal	Normal	Normal	Fixtures	Normal	Normal	Normal
Adjustment		$0	$0	($100,000)	$0	$0	$0
Adjusted Sale Price		$590,000	$1,400,000	$970,000	$550,000	$250,000	$695,000
Date of Sale	10/10/2022	5/15/2022	9/2/2021	7/22/2021	6/9/2021	4/13/2021	4/3/2020
Adjustment		$0	$0	$0	$0	$0	$0
Adjusted Sale Price		$590,000	$1,400,000	$970,000	$550,000	$250,000	$695,000
Exposure Time		NA	NA	NA	> 6 Months	NA	< 6 Months
Year Built	1978	1975	2003	1995	1979	1931	1905
Chronological Age in Years	44	47	18	26	42	90	115
Site Size (SF)	23,052 SF	15,396 SF	16,800 SF	14,000 SF	11,735 SF	7,000 SF	3,250 SF
Land Value		$230,940	$672,000	$420,000	$117,350	$105,000	$32,500
Value of Building & Site Improvements		$359,060	$728,000	$550,000	$432,650	$145,000	$662,500
GBA (SF)	3,876 SF	3,920 SF	3,882 SF	3,762 SF	3,600 SF	1,500 SF	7,250 SF
$ Per SF GBA without the Land		$91.60 SF	$187.53 SF	$146.20 SF	$120.18 SF	$96.67 SF	$91.38 SF
Direct Comparison							
Quality of Construction	Average	Similar	Superior	Similar	Similar	Inferior	Similar
Adjustment		=	-	=	=	+	=
Condition	Average/Good	Similar	Superior	Superior	Superior	Inferior	Inferior
Adjustment		=	-	-	-	+	+
On-Site Parking	Yes	Similar	Similar	Similar	Similar	Inferior	Inferior
Adjustment		=	=	=	=	+	+
GBA (SF)	3,876 SF	3,920 SF	3,882 SF	3,762 SF	3,600 SF	1,500 SF	7,250 SF
Adjustment		=	=	-	-	-	+
Value Indication ($/SF GBA without the land)		$91.60 SF	$187.53 SF	$146.20 SF	$120.18 SF	$96.67 SF	$91.38 SF

Adjustments

Property Rights – Despite the tenant moving out of the building, the subject property was technically leased as of the effective date of this appraisal. Building Sales 2, 4, 5, and 6 were leased at the time of sale. Building Sales 1 and 3 were fee simple estates. An adjustment for any difference between leased fee interest and fee simple estate could not be determined from the building sales analyzed; no adjustments have been attempted.

Financing – All of the building sales were reported to be cash or cash equivalent transactions; no adjustments are warranted.

Conditions of Sale –Building Sale 3 included furniture and an ATM that were valued at $100,000. That amount has been deducted from the sales price. None of the other building sales had conditions associated with the building sales that had an impact on the sales prices; no adjustments are warranted.

Date of Sale – This item of adjustment is for time elapsed between the date of a sale and the effective date of valuation. The sales span a time frame from 4/3/2020 to 5/15/2022 or up to 31 months prior to the date of valuation. There were no sale/resales of similar buildings identified during that time to determine if there has been any appreciation or depreciation during that time; no adjustment has been attempted.

Land Value – The land value for each building sale was determined from an analysis of land sales that took place around the time of the building sale and deducted from the building sale price resulting in the contributory value of the building and site improvements. Some of the building sales took place in areas with few land sales. If a comparable land sale was identified, it was emphasized to determine the land value for the building sale. If no specific comparable sale was identified, a range from all the sales was developed and a value was determined by size, date of sale, and or location.

Quality of Construction – The subject building is average quality of construction. Building Sales 1, 3, 4, and 6 are similar with respect to quality of construction; no adjustments are warranted. Building Sale 2 is superior with respect to quality of construction; a downward adjustment is warranted. Building Sale 5 is inferior with respect to quality of construction; an upward adjustment is warranted.

Condition – The subject building is in average/good condition. Building Sale 1 is similar with respect to condition; no adjustment is warranted. Building Sales 5 and 6 are inferior to the subject property with respect to condition; upward adjustments are warranted. Building Sales 2, 3, and 4 are superior to the subject property with respect to condition; downward adjustments are warranted.

On-Site Parking – The subject property has ample parking. Building Sale 5 has limited parking and Building Sale 6 has a garage but no other on-site parking; downward adjustments are warranted. The remaining building sales have similar on-site parking; no adjustments are warranted.

GBA (SF) – Smaller facilities typically have higher square foot prices. The subject property has a GBA of 3,876 SF. Building Sales 1 and 2 are similar in size with respect to GBA; no adjustments are warranted. Building Sale 3, 4, and 5 are smaller than the subject property with respect to GBA; downward adjustments are warranted. Building Sale 6 is larger than the subject property; an upward adjustment is warranted.

Final Correlation and Conclusion of $/SF of GBA without the Land

The indicated range for the building sales is from $91.38 SF to $187.53 SF of GBA without the land with a mean of $122.26 SF and a median of $108.43 SF. The high end of the range is represented by Building Sale 2. This sale is superior with respect to quality, condition, and may have included some buyer motivation. This suggests a value of less than $187.53 SF. Building Sale 3 is superior with respect to condition, smaller, and also may have included buyer motivation. This suggests a value of less than $146.20 SF. Building Sale 4 is superior with respect to condition and is smaller. This suggests a value of less than $120.18 SF.

The low end of the range is represented by Building Sale 6. This sale is inferior with respect to condition, on-site parking, and is larger. This suggests a value greater than $91.38 SF. Building Sale 1 is similar with respect to quality, condition, on-site parking, and size. This suggests a value of around $91.60 SF. Building Sale 5 is smaller but inferior with respect to quality, condition, and on-site parking. This could suggest a value greater than $96.67 SF. However, Building Sale 5 is more than half the size of the subject property. Therefore, Building Sale 5 will not be emphasized.

Building Sale 1 is the most recent sale, the most similar sale, and will be emphasized. Emphasizing Building Sale 1, it is concluded a value at $90.00 (R) SF without the land is reasonable, supportable, and will be emphasized.

The indicated value by the direct comparison method is calculated as follows:

Direct Comparison				
$/SF of GBA without Land	x	GBA (SF)	=	Total
$90.00 SF	x	3,876 SF	=	$348,840
Plus Land				$230,500
Indicated Value				$579,340

The value indication by the Sales Comparison Approach is $579,300 (R).

HISTORY

The subject property has been owned by Vanderloos Properties LLC for an extended period of time and has not been transferred in the last three years. The City of Billings with right to assign has entered into an Agreement to Sell and Purchase, dated 9/8/2022, to purchase the subject property for $575,000.

Indication of Sale –

Sale Price $575,000
Land – 23,052 SF
23,052 SF x $10.00 SF = $230,520
Sale Price minus land value = $344,480
Building – 3,876 SF
$344,480 / 3,876 SF = $88.88 SF

Analysis indicates that this purchase price falls within the range indicated by the Income Capitalization Approach and slightly below the value indicated by the Sales Comparison Approach. The sales price appears to be reasonable.

The appraiser is not aware of any other sale during the three years preceding the date of valuation nor of any other current option or buy/sell agreements with respect to the subject property.

EXPOSURE TIME

Exposure times for some of similar properties identified in the Sales Comparison Approach section of this report indicate an exposure time of more than six months. But several of the building sales were sold without ever being exposed to the market and brokers report the demand for small retail/office buildings is strong. The subject property is average/good quality office space with storage and off-street parking. A reasonable exposure period assuming proper pricing and marketing for the property may have been up to six months.

RECONCILIATION

The approaches to value indicated herein result in the following indications of value:

Value Indications	
Land Value	$230,500
Cost Approach:	NA
Income Capitalization Approach	
Direct Capitalization:	$541,400 to $618,700
Sales Comparison Approach	
Direct Comparison:	$579,300

The reconciliation of the value indications is the final step in the appraisal process and involves weighing each valuation technique in relation to the available market data and its reliability and applicability to the subject property.

The estimated land value is based on sales of similar sites in the community. The land sales were adjusted for location, zoning, corner influence, and size. The subject's estimated land value was "bracketed," and a land value was reported. The land value appears reasonable and supportable.

The Cost Approach is a good indicator of value when the improvements are new or relatively new and represent the highest and best use of the land or when relatively unique or specialized improvements are located on a site for which there exist few sales or leases. The property was developed in 1978 and has been renovated. There would be considerable subjective judgment involved in estimating the effective age of the improvements and the amount of depreciation to apply to the replacement cost new. There are limited lease data and building sales that have been analyzed to determine the market value of the subject property. Additionally, commercial real estate brokers report buyers and sellers in the market rarely consider the Cost Approach when it comes to older properties. Therefore, a value opinion by the cost approach has not been included in this analysis.

The Income Capitalization Approach is a good indicator for income-producing properties. The subject property is leased but the tenant is preparing to vacate. A rent survey of similar facilities was conducted. A market rental rate was determined from the rent survey. A vacancy rate was determined by using an NAI Business Properties survey and the building's historical vacancy rate. The landlord's operating expenses were estimated and deducted from the effective gross income (EGI). A cap rate was determined from sales of similar buildings. A market value opinion range for the subject property was reported. This approach is considered a valid indicator of value.

The Sales Comparison Approach is a good indicator of value in an active market where there are sufficient sales transactions available. Six similar sales were analyzed. The sales were then compared to the subject property with respect to the quality of construction, condition, on-site parking, and size. There is subjective judgment involved in determining the impact of the various

units of comparison. The most similar sale was emphasized, and a value opinion was reported. This approach is considered a valid indicator of value.

The Income Capitalization Approach suggests a value range between $541,400 and $618,700 and the Sales Comparison Approach suggests a value of $579,300, which falls near the middle of the Income Capitalization range.

Concerns with the Income Capitalization Approach include the fact the property's tenant is vacating. Although there were leased similar facilities identified, there is a minimal number of similar rent comparables that are situated near the subject property. And the cap rate range is based on cap rates extracted from sales of facilities that might not all be true comparables.

Concerns with the Sales Comparison Approach include the subjective judgment required with respect to quantifying the impact of the various units of comparison on the subject property, especially the contributory value of on-site parking and condition. Another area of concern was the few comparable sales of office buildings with large garage/storage areas.

There are weaknesses associated with each approach. The Income Capitalization Approach ranges from $541,400 to $618,700 with a mean and median of $580,050. The Sales Comparison Approach is $579,300. The middle indication from the Income Capitalization Approach and Sales Comparison Approach indication have a mean and median of $579,675. The purchase price in the Agreement to Sell and Purchase is $575,000. Based on both value indications, it is concluded the purchase price of $575,000 is reasonable, supportable, and will be emphasized.

LEASED FEE INTEREST

$575,000

FIVE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS

CERTIFICATION OF VALUE

The undersigned certifies that to the best of my knowledge and belief,

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
- I have performed no appraisal services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- I certify that to the best of my knowledge and belief, the reported analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.
- I have made a personal inspection of the property that is the subject of this report.
- No other person provided significant real property appraisal assistance to the person signing this certification.

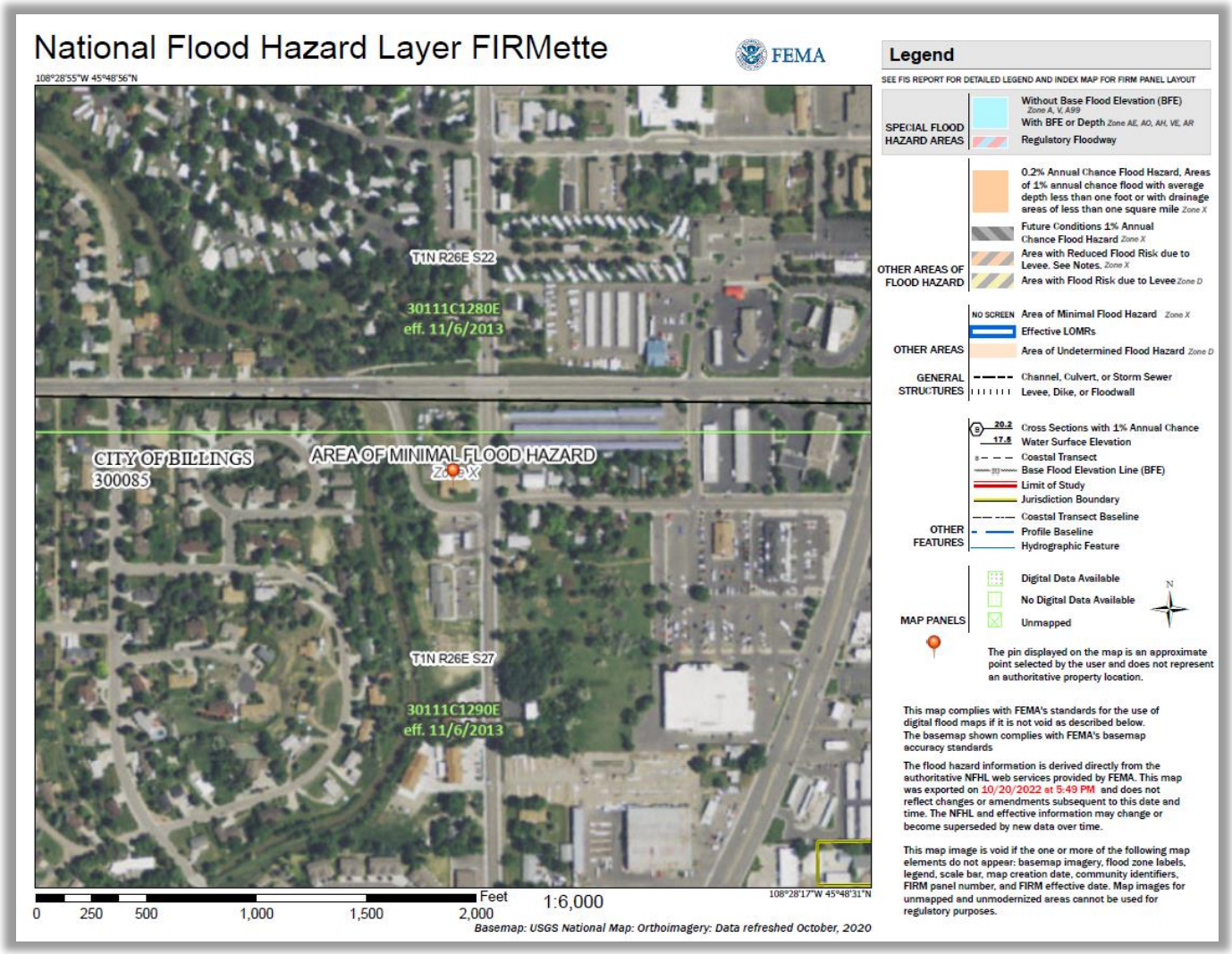
Respectfully submitted,



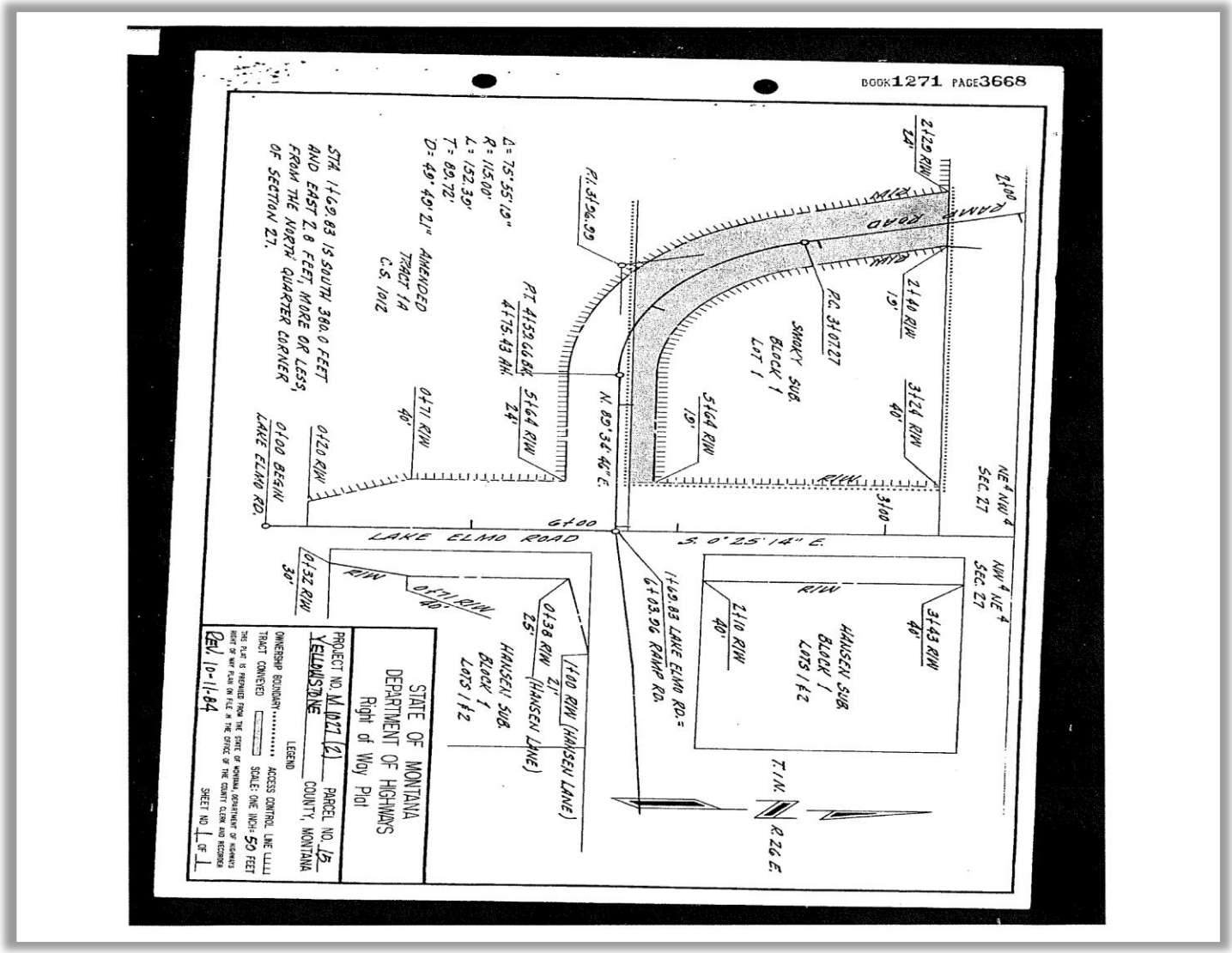
Matt Bender
Certified General Real Estate Appraiser
State Of Montana License No. REA-RAG-LIC-9279

ADDENDA

FLOOD MAP


National Flood Hazard Layer FIRMette
FEMA
108°28'55"W 45°48'56"N
T1N R26E S22
30111C1280E
eff. 11/6/2013
CITY OF BILLINGS
300085
AREA OF MINIMAL FLOOD HAZARD
Zone X
T1N R26E S27
30111C1290E
eff. 11/6/2013
108°28'17"W 45°48'31"N
0 250 500 1,000 1,500 2,000 Feet
1:6,000
Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020
Legend
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D
OTHER AREAS
NO SCREEN Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall
OTHER FEATURES
20.2
17.5
Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
MAP PANELS
Digital Data Available
No Digital Data Available
Unmapped
N
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/20/2022 at 5:49 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PLAT MAP


BOOK 1271 PAGE 3668
LAKE ELMO ROAD
NE¼ NW¼ SEC. 27
NW¼ NE¼ SEC. 27
SMOKY SUB. BLOCK 1 LOT 1
HANSEN SUB. BLOCK 1 LOTS 1 & 2
STATE OF MONTANA
DEPARTMENT OF HIGHWAYS
Right of Way Plat
PROJECT NO. M 0127 (2) PARCEL NO. 15
YELLOWSTONE COUNTY, MONTANA
LEGEND
OWNERSHIP BOUNDARY
ACCESS CONTROL LINE
TRACT CONVEYED
SCALE: ONE INCH= 50 FEET
REV. 10-11-84
SHEET NO. 1 OF 1

RENT COMPARABLE PICTURES



Rent Comparable 1
2923 Montana Avenue



Rent Comparable 2
895 Main Street



Rent Comparable 3
520 Wicks Lane



Rent Comparable 4
926 Main Street



Rent Comparable 5
904 Main Street

BUILDING SALE PICTURES



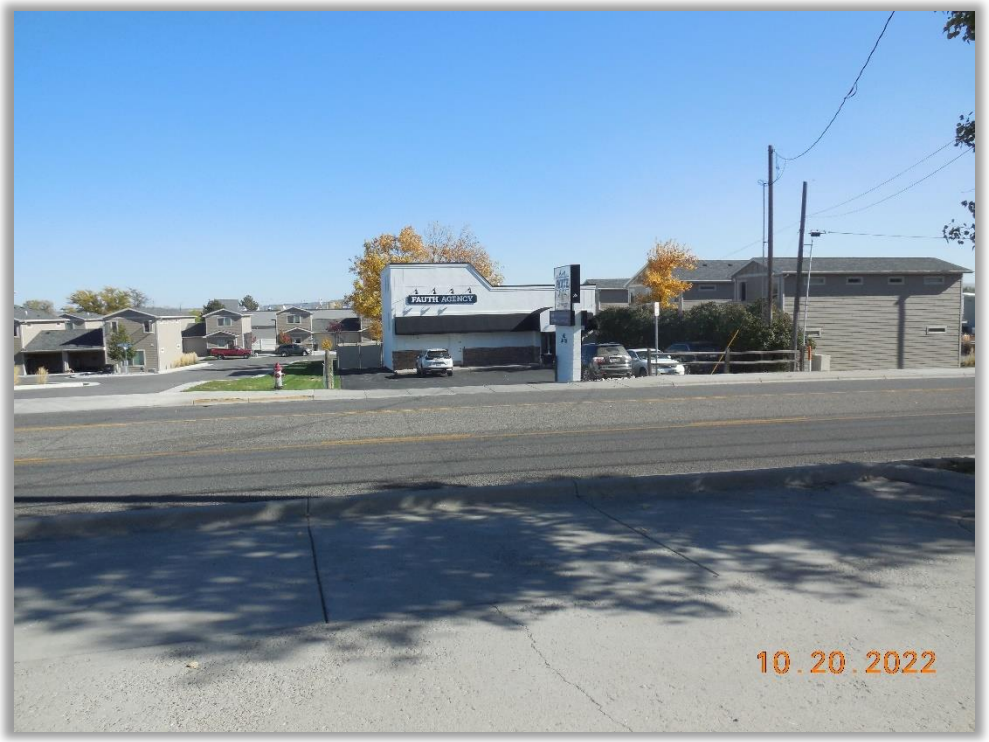
Building Sale 1
1903 Central Avenue



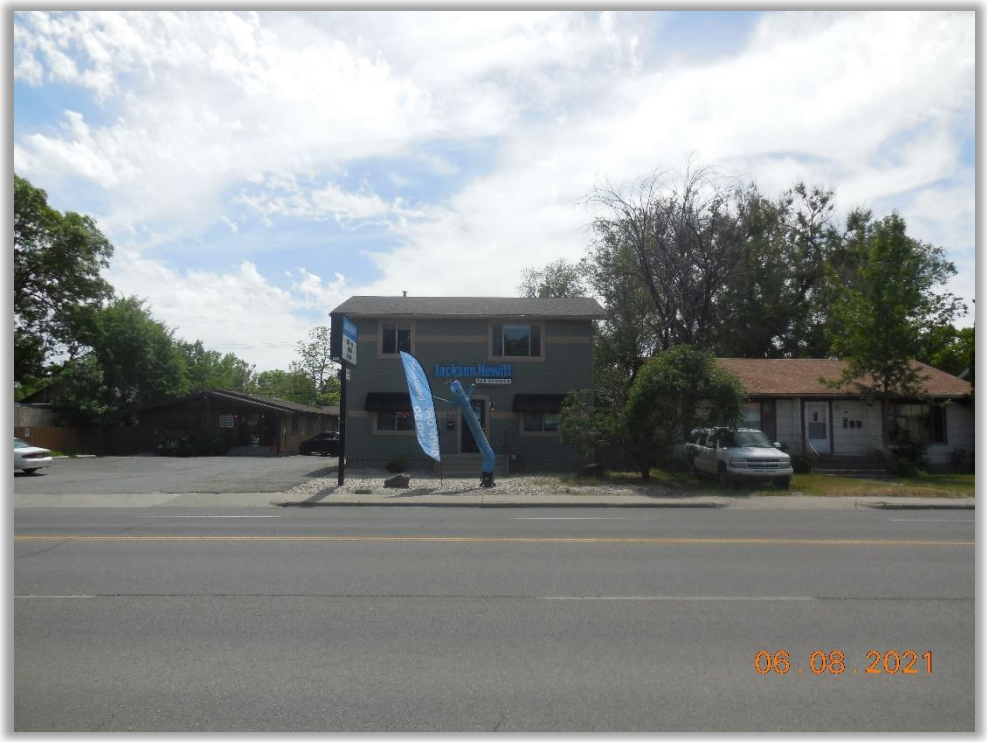
Building Sale 2
1131 North 27th St.



Building Sale 3
3100 2nd Avenue North



Building Sale 4
623 Lake Elmo Drive



Building Sale 5
114 Grand Avenue



Building Sale 6
2923 Montana Avenue

APPRAISER'S QUALIFICATIONS

Summary of Qualifications
Matthew L. Bender

Certification

Montana Board of Real Estate Appraisers Certified General Appraiser, License No. REA-RAG-LIC-9279 awarded June 2017.

Professional Affiliations

Practicing Affiliate of Appraisal Institute

Work Experience

June 2017 to Present: Full-time independent fee appraiser doing business as Matt Bender, Real Estate Appraiser and Consultant.

March 2012 to March 2017: Appraiser Trainee working under the supervision of Mentor Appraiser George L. Simek.

February 2005 to January 2012: Assistant General Manager, Billings Mustangs Professional Baseball Club, Billings, Montana.

October 2003 to February 2005: Reporter, KTVQ-Television, Billings, Montana.

March 2003 to October 2003: Game producer for MLB.com, the official website of Major League Baseball.

August 1998 to August 2002: Sales/Customer Service for Ryan Distributing, Billings, Montana.

February 1995 to August 1998: Reporter, The Billings Gazette, Billings, Montana.

July 1993 to February 1995: Reporter, The Montana Standard, Butte, Montana.

Education

B.S. in Journalism, 1993, University of Oregon, Eugene, Oregon.

Real Estate Education

Appraisal Institute Courses –

- Basic Appraisal Principles
- Basic Appraisal Procedures
- 15-hour National USPAP Course
- Business Practices and Ethics
- Advanced Income Approach
- Using Your HP-12C Calculator
- New Technology for Real Estate Appraisers
- General Appraiser Sales Comparison Approach
- General Appraiser Market Analysis Highest & Best Use
- General Appraiser Site Valuation & Cost Approach
- General Appraiser Report Writing & Case Studies
- Real Estate Finance, Statistics & Valuation Modeling
- Small Hotel/Motel Valuation

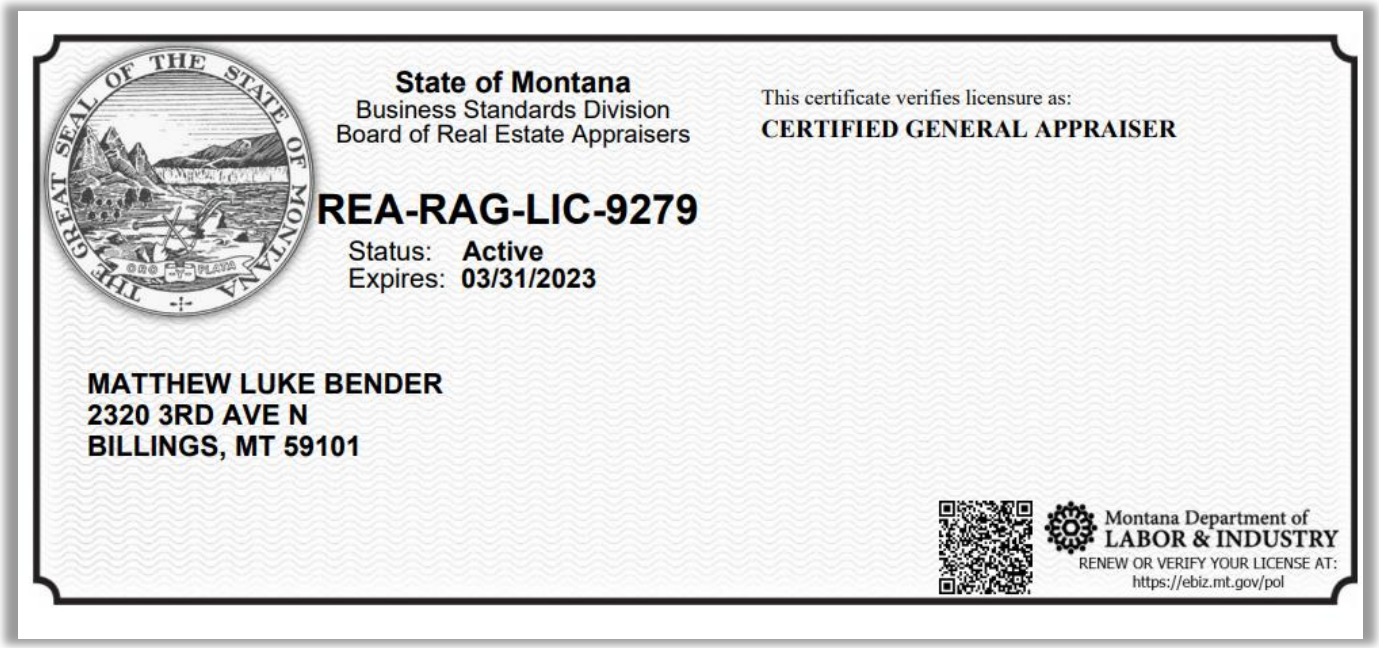
McKissock Courses –

- General Appraiser Income Approach
- That's a Violation
- The Basics of Expert Witness for Commercial Appraisers
- Evaluations, Desktops, and Other Limited Scope Appraisals

Property Types Appraised/Reviewed

Warehouse	Retail	Veterinary Clinic/Kennel
Multi-family	Service	Office/Shop/Warehouse
Subsidized Housing	Vacant Land	Office/Condominium
Professional Office	Airplane Hangar	Office/Retail/Strip Center
Truck Service Shop	Mini-Storage Warehouse	Drive-through Bank
Bar/Restaurant/Casino	Hardware Store	Medical Office/Surgery Center
Bank Branch	Dental Office	Industrial Manufacturing
Mobile Home Park	Fitness Facility	

STATE CERTIFICATION



State of Montana
Business Standards Division
Board of Real Estate Appraisers

This certificate verifies licensure as:
CERTIFIED GENERAL APPRAISER

REA-RAG-LIC-9279
Status: Active
Expires: 03/31/2023

MATTHEW LUKE BENDER
2320 3RD AVE N
BILLINGS, MT 59101

Montana Department of
LABOR & INDUSTRY
RENEW OR VERIFY YOUR LICENSE AT:
https://ebiz.mt.gov/pol

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AGREEMENT TO SELL AND PURCHASE

AND RECEIPT FOR EARNEST MONEY
COMMERCIAL AND INVESTMENT PROPERTIES

Date **9/8/2022**

THE EXECUTION OF THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD SEEK COMPETENT LEGAL ADVICE IF NOT UNDERSTOOD. THIS IS A LEGAL AND BINDING CONTRACT.

1. PARTIES AND PROPERTY:

City of Billings with right to assign. Buyer, taking title as:

☐Joint tenants with rights of survivorship, ☐Tenants in common, ☐Single in his/her own name, ☒Other

agrees to buy, and the Seller agrees to sell on the terms and conditions set forth in this Contract, the following described real property in the City of **Billings** County of **Yellowstone** State of **Montana**

Property commonly known as: **760 Lake Elmo Drive**

Legal description of the Property: SMOKY SUBD, S27, T01 N, R26 E, BLOCK 1, Lot 1, LESS .21 AC FOR RD & LESS 5371 SQ FT OF LT 1 W OF RAMP RD

If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of the title company referred to in Section 10.

2. PURCHASE PRICE AND TERMS:

The purchase price shall be **$** **575,000.00** payable in U.S. Dollars by Buyer as follows:

$ **5,000.00** (A) **Earnest Money** in the form of ☐Personal Check ☐Cashiers Check ☐Other To be:

☐1) Held and not deposited until acceptance by all parties.

☒2) Deposited within 3 business days of acceptance.

Earnest Money to be held by **Stewart Title** ☐ Broker ☐Attorney ☐Title Company in a trust account on behalf of both Seller and Buyer. Broker is authorized to deliver the earnest money deposit to the closing agent, if any, at or before closing. Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to Broker in consideration for services rendered. The undersigned sales representative hereby acknowledges receipt from Buyer of the above noted Earnest Money.

$ **570,000.00** (B) **Cash at closing,** plus Buyer's closing costs, to be paid by Buyer at closing by cashier, certified check or electronic funds.

$ _____ (C) Seller to finance Buyer's purchase under the following terms and conditions:

$ _____ (D) Assumption of Existing Financing:

$ **575,000.00** **TOTAL PURCHASE PRICE**

Additional Provisions:

See attached Addendum

3. PERSONAL PROPERTY AND FIXTURES:

The following personal property shall be included in this sale and transferred by Bill of Sale at closing.

☐Security Deposits ☐Signs ☐Dumpster(s) ☐ **NA**

The following personal property is leased and not included in the sale:

DS WAC / DS DS DS LDV

Buyers initials Sellers initials

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Fixtures: All permanently installed fixtures and fittings that are attached to the Property are included in the purchase price, such as electrical, plumbing, and heating fixtures, built in appliances, attached floor coverings, antennas, coolers or air conditioners, mailbox, and trees and shrubs, if any, except _____
All personal property and fixtures sold with the Property described above are sold **"AS IS"** without warranty by the Seller, either expressed or implied **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE.**

4. CLOSING AND RELATED PROVISIONS:

(A) The date of closing shall be **See attached Addendum** The parties may, by mutual agreement, agree to close the transaction at any time prior to the date specified. If third party financing is required by the terms of this Agreement (includes assumptions, contracts for deed, and lender financing), the closing shall occur on the date specified or as soon thereafter as financing is complete but no later than **45** days after the stated closing date. Buyer and Seller will deposit with the closing agent all instruments and moneys necessary to complete the purchase in accordance with this Agreement.

(B) Possession and Keys: Seller shall deliver to Buyer possession of the Property and allow occupancy at the date of closing.

(C) Closing Costs, Documents and Services: Seller shall pay their respective closing costs and all other items required to be paid at closing except as otherwise provided herein. Buyer and Seller shall sign and complete customary or required document at or before closing. Fees for real estate closing services shall be split equally between the Parties.

(D) Place of closing shall be**:** **Stewart Title**

5. **PRORATION:**

As of the date of closing Seller and Buyer agree to prorate current real estate taxes, pre-paid rents, current year assessments for special improvement debt that is assumed, and interest on any assumed loan(s), as well as: _____

6. CONTINGENCIES:

The closing of this agreement and sale of the property between Buyer and Seller is contingent upon the following, with this sale to terminate and earnest money returned to the Buyer if not satisfied in writing on or before **See attached Addendum**
(Check those which apply)

☒Buyer receipt and approval of any reports and or property inspections conducted by the Buyer.
☒Buyer receipt of City Council Approval.
☐Buyer receipt of acceptable zone change or special review.
☒Buyer approval of preliminary title report including subdivision restrictions and S.I.D.'s, and future S.I.D.'s.
☒Buyer approval of curb valve inspection report and access to water/sewer/gas/elec. services.
☒Buyer approval of Lead Base Paint, Radon, Asbestos and Mold Reports, and Americans with Disabilities Audit.
☒Buyer approval of leases, contracts, income/expenses information.
☒Buyer approval of Property Condition and of subsoil conditions, measurements, access, ditches, and of floodplain exclusion.
☒Buyer approval of: ☒ Survey ☒Corner identification, Paid by ☒Buyer ☐Seller ☐Shared Equally.
☒Buyer approval of Phase One Environmental Report, Cost paid by ☒Buyer ☐Seller ☐Shared Equally.
☐Buyer closing of exchange property.
☒Buyer's legal counsel review of this Agreement.
☒Buyer receipt of acceptable funding and commercial appraisal.
☒ **Any due diligence deemed necessary**

Buyer agrees to diligently pursue each contingency checked. If Buyer shall fail to notify its Broker, Seller, or Seller's Broker, in writing, by the date noted above that the contingencies checked have not been satisfied then it shall be conclusively presumed that the Buyer has waived those contingencies for which no notice has been given. If Buyer, after due diligence, shall timely Notify Seller, Buyer's Broker or Seller's Broker, in writing, of a deficiency, then in such event this Agreement shall terminate and Buyer shall be entitled to prompt return of Buyer's Earnest Money deposit, less escrow holder or title cancellation fees
The Seller shall have the option of:

a) Making said items operational
b) Giving the Buyer(s) a credit for the items, or

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Buyers initials Sellers initials

c) Canceling the Agreement to Sell and Purchase and refunding to the Buyer(s) any Earnest Money deposit or similar payments previously made to Seller.

Should Seller cancel the Agreement because of environmental condition, then Seller ☐ shall, ☒ shall not pay, or reimburse Buyer for the cost of the Phase One Environmental Audit.

7. CONDITION OF PROPERTY AND RELATED ISSUES:

Seller agrees that the Property shall be in the same condition, broom clean, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller has no knowledge of any notice of violations of City, County, State, Federal, Building Zoning, Fire, Health Codes or ordinances, condemnation, hazardous waste, underground storage tanks, special improvement districts or other governmental regulation filed or issued against the Property, except noted herein:

If the property is damaged by fire, hail, or other casualty prior to time of closing. Seller ☒ shall be, ☐ shall not be obligated to repair the same **before the date of closing.** If such damage is not repaired within said time, this Contract may be terminated at the option of the Buyer and the Earnest Money shall be returned to Buyer. Should Buyer elect to carry out the Contract despite such damage, Buyer shall be entitled to credit for all the insurance proceeds resulting form such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this Contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age, and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement. **Buyer agrees to accept property in "AS IS, WHERE IS" condition except as herein provided.**

~~**8. ASSIGNABILITY:**~~

~~This Contract shall not be assignable by Buyer without Seller's prior written consent, which assignment shall not be unreasonably withheld by Seller. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.~~

9. CONVEYANCE:

Seller shall convey the real Property by **Warranty Deed** including all interest of Seller in vacated alleys and streets, easements, other apportionments and improvements free of all liens and encumbrances except those described in the title insurance section of this agreement, and reservations or conveyances of record. All water rights, entitlements, claims, certificates and permits are included with the property, **with any transfer fees split equally.**

10. TITLE INSURANCE:

Seller, at Sellers expense, shall furnish Buyer title insurance from **Stewart Title** (Title Company) pursuant to a standard form American Land Title Association title insurance commitment in the amount equal to the purchase price, committing to insure merchantable title to the real Property in Buyer's name, free and clear of all liens and encumbrances except: encumbrances hereinabove mentioned, zoning ordinances, building and use restrictions, reservations and exceptions in patents from the United States and the State of Montana, all standard ALTA exceptions, beneficial utility easements apparent or of record, other easements of record, real estate taxes for the year in which closing occurs, Special Improvement Districts (including rural SID's) either noticed to seller by the city / county but not spread, or currently assessed, if any which will be:

☒ PAID OFF BY SELLER AT CLOSING ☐ ASSUMED BY BUYER AT CLOSING,

The following loans **NA** the following leases **NA** should be assigned to Buyer at closing. If the Seller's title is not merchantable and cannot be made merchantable before the stated closing date, 30 ADDITIONAL DAYS SHALL BE ALLOWED FOR THE SELLER TO MAKE SUCH TITLE MERCHANTABLE. If at that time the title is still not merchantable, this Contract may be terminated by Buyer with no penalty, and the earnest money will be returned to Buyer. Encumbrances to be discharged by Seller shall either be satisfied prior to closing or from Sellers' proceeds at time of closing.

11. TAX DEFERRED EXCHANGE: (check, where applicable)

☒ Buyer herein acknowledges that it is the intention of Seller to create IRC Section 1031 tax deferred exchange and that Seller's rights and obligations under this agreement may be assigned to facilitate such exchange. Buyer agrees to cooperate with Seller in any manner necessary to enable Seller to qualify for said exchange at no additional cost or liability to Buyer, including the execution of an Assignment Agreement.

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Buyers initials Sellers initials

☐Seller herein acknowledges that it is the intention of Buyer to complete IRC Section 1031 tax deferred exchange and that Buyer may assign his rights and obligations under this agreement for the purpose of completing such exchange. Seller agrees to cooperate with Buyer in any manner necessary in order to complete said exchange at no additional cost or liability to Seller, including the execution of an Assignment Agreement.

12. STATUTORY DISCLOSURES:

METHAMPHETAMINE: If the property is inhabitable real property, the Seller represents to the best of Seller's knowledge that the Property ☐ has ☒ has not been used as a clandestine Methamphetamine drug lab. If the Property has been used as a clandestine Methamphetamine drug lab Seller agrees to execute and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine Methamphetamine drug lab.

RADON: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal guidelines have been found in buildings in Montana. Additional information regarding radon and radon testing may be obtained from your county or state public health unit. Buyer acknowledges receipt of a copy of this statement prior to entering into the agreement to sell and purchase – commercial

If the Property is inhabitable real property as defined in the Montana Radon Control Act, Seller(s) represent that to the best of Seller's knowledge the Property ☐ has ☒ has not been tested for radon gas and/or radon progeny and the Property ☐ has ☒ has not received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, Seller agrees to provide, as available, test results to Broker along with any evidence of mitigation or treatment.

LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, the Seller ☐ has ☒ has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Seller has knowledge of lead-based paint and/or lead-based paint hazards on the Property Seller agrees to provide all pertinent reports and records concerning that knowledge. Seller acknowledges that the Broker has advised the Seller of Seller's obligation to make lead-based paint disclosures and Broker's obligation to ensure that the Seller satisfies this obligation.

MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act the Seller represents to the best of Seller's knowledge that the Property ☐ has ☒ has not been tested for mold and that the Property ☐ has ☒ has not received mitigation or treatment for mold. If the Property has been tested for mold or has received mitigation or treatment for mold Seller agrees to provide any documents or other information that may be required under Montana law concerning such testing, treatment or mitigation.

MEGAN'S LAW: Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers assigned to the area.

13. TIME OF ESSENCE / REMEDIES:

Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(A) If Buyer is in default: If Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction within the time period provided in this agreement, Seller may:

1) Declare the earnest money paid by Buyer to Broker to be forfeited to Seller as liquidated damages, which sum the parties agree is a reasonable sum, as the actual damages to Seller would be extremely difficult or impractical to ascertain; **or**

2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; **or**

3) Demand Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

(B) If Seller is in default: If Seller fails to accept the offer contained in this Agreement within the time period provided, all earnest moneys shall be returned to Buyer. If Seller accepts the offer contained in this Agreement but refuses or neglects to consummate the transaction within the time period provided in this Agreement, Buyer may:

1) Demand immediate repayment of all moneys that Buyer has paid to Broker as earnest money, and upon return of such money the rights and duties of Buyer and Seller under this agreement shall be terminated.

2) Demand that Seller specifically perform Seller's obligations under this Agreement; **or**

3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

14. EARNEST MONEY DISPUTE:

DS WAC / DS DS DS

Buyers initials Sellers initials

Notwithstanding any termination of this Contract, Buyer and Seller agree that, in the event of any controversy regarding the Earnest Money and things of value held by Broker or Closing Agent, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or Closing Agent shall not be required to take any action but may await any proceeding, or at Broker's or Closing Agent's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

15. BUYER'S CERTIFICATION:
By entering into this Agreement, each person or persons executing this Agreement as Buyer represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own real property in the State of Montana; and if acting on behalf of a corporation, partnership, or other non-human entity, that he/ she is duly authorized to enter into the Agreement on behalf of such entity.

16. SELLER'S CERTIFICATION:
By entering into this Agreement, each person or persons executing this Agreement as Seller represents that he/she is eighteen (18) years of age or older, of sound mind, and legally entitled at this time to transfer title to the real property free and clear of all liens and encumbrances except those described in this Agreement; and if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into the Agreement on behalf of such entity.

17. ALTERNATIVE DISPUTE RESOLUTION:
MEDIATION: If a dispute arises between the parties relating to this Contract, the parties may agree to submit the dispute to mediation. The parties may jointly appoint an acceptable mediator and may share equally in the cost of such mediator. If mediator proves unsuccessful, the parties may then proceed with such other means of dispute resolution as they so choose.

18. ATTORNEY'S FEES:
If either party defaults in its performance of this Agreement and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges, and expenses, including reasonable attorney's fees, reasonably incurred at any time by the other party because of the default.

19. ENTIRE CONTRACT:
All prior Agreements between the parties are incorporated in this Agreement, which constitutes the entire Contract. Its terms are intended by the parties as a final expression of their Agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior Agreement or contemporaneous oral Agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any involving this Agreement. If any portion of this Agreement shall be held to be void or unenforceable, the balance hereof shall nonetheless be effective. This Agreement shall be governed by the laws of the State of Montana and shall be binding upon the heirs, successors and permit assigns of the parties.

20. BROKER RELATIONSHIPS: The following agency relationship(s) are hereby confirmed for this transaction.

Listing Agent **Haley Vannatta of NAI Business Properties** ☒Is the agent of (check one): ☒Seller exclusively
(Print Agent name) ☐Both /Buyer & Seller

Selling Agent **Matt Robertson of NAI Business Properties** ☒Is the agent of (check one): ☒Buyer exclusively
(Print Agent name) ☐Both /Buyer & Seller

21. ADDENDUM ATTACHED: _____

22. CONSENT TO DISCLOSE: Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, Broker, and their attorneys, closing agents, and other parties having interest essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrow agents and lenders for review of contracts, deeds, trust indentures, inspections, or similar documents of prior transaction concerning this property or underlying obligations pertaining thereto.

23. COUNTERPARTS / FACSIMILE:

DS WAC / DS DS DS LDV
Buyers initials Sellers initials

A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Contract between the parties. The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the parties' signatures may be used as the original.

24. BUYER'S COMMITMENT:

Buyer agrees to purchase the above-described Property on the terms and conditions set forth in the above offer and grants said sales Representative until **9/27/2022** at **5:00 PM** to secure Seller's written acceptance.
Buyer may withdraw this offer at anytime prior to Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. Buyer hereby acknowledges receipt of a copy of this Agreement of Sell and Purchase-Commercial and Investment Properties, bearing Buyer's signature(s)and that Buyers have read and understand this Agreement.

Buyer's Phone: 657-8271 Buyer's Signature: DocuSigned by: William A Cole 2CA11D5423334EE...

Address: 210 N 27th St Billings, MT 59101 Buyer's Signature: _____

25. SELLER'S COMMITMENT:

Seller agrees to sell and convey to Buyer the above-described Property on the terms and conditions hereinabove stated.
Seller acknowledges receipt of a copy of this Agreement bearing the signature(s) of Buyer and Seller.
Dated this 9/26/2022 day of _____ At _____ am/pm.

Seller's Phone: _____ Seller's Signature: DocuSigned by: Lucretia D. Vanderhoos 2F1E8BEEDDC1482... DocuSigned by: A110940929AB4B1... DocuSigned by: A6E4B4F6989C4E3...

Address: _____ Seller Signature: _____

26. DELIVERY TO BUYER OF A COPY OF ACCEPTED OFFER (use one of the following:)

Date 9/30/2022 _____

The undersigned buyer acknowledges receipt of a copy of this Contract bearing his / her signature and that of the Seller.

DocuSigned by: William A Cole 2CA11D5423334EE... Buyer

Date _____ _____

A copy of this Contract bearing Buyer(s) signature and that of the Seller(s) was sent via ordinary or certified mail to Buyer.

_____ Agent

ACTION TAKEN, IF OTHER THAN ACCEPTANCE:

I/We acknowledge receipt of this agreement bearing my/our initial(s) and the signature(s) of the Buyer(s) named above.

☐ Rejected by the Seller _____/_____/_____ *Seller's Initials* *Date*

☐ Modified per Attached Counter _____/_____/_____ *Seller's Initials* *Date*

DS WAC Buyers initials / DS LV DS DS LDV Sellers initials

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ADDENDUM FOR
AGREEMENT TO SELL AND PURCHASE

This is an addendum to a Buy/Sell Agreement dated 9/8/2022, between Vanderloos Properties, LLC. (Seller) and City of Billings with right to assign (Buyer) concerning the following described property: 760 Lake Elmo Road, Billings, MT.

Additional Provisions: The above-mentioned Sell and Purchase agreement represents the interest and motivation of the City of Billings, once executed by the Seller the document will be sent to the City Council for approval. The Agreement is subject to the approval of the City of Billings City Council. Should approval not be granted this agreement shall be considered null and void.

Contingency Date: Buyer's Due diligence shall begin upon acceptance and execution by City Council and expire 60 days thereafter or upon the City of Billings City Council's vote to remove said contingencies.

Closing Date: 10 Business Days from Contingency Release.

DocuSigned by:
William A Cole
Buyer(s)
9/30/2022
Date

DocuSigned by:
Lucretia D. Vanderloos
Seller(s)
9/26/2022
Date

DS WAC
Buyers initials

DS LDV
Sellers initials

City Council Regular

Date:	11/28/2022
Title:	Purchase One (1) 4x4 Backhoe/Loader Tractor with Attachments
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the purchase of a 4x4 backhoe/loader tractor with attachments from RDO Equipment Co. in the amount of $251,186.13 less $17,000 trade for a net amount of $234,186.13.

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

The purchase of the backhoe/loader is included in the approved FY23 Equipment Replacement Plan and FY23 Water and Wastewater budget. This backhoe/loader will replace a unit that is 23 years old and is needed for performing water distribution and sewer collection system repairs on a timely basis. Staff is recommending we procure the equipment using the cooperative purchasing agreement (Sourcewell), as the pricing is similar to competitive bid pricing.

Sourcewell is a relatively new tool to the City for use in procurement. Historically, the City has been allowed to use state contracts to procure items if it was beneficial to the City. The purchasing policy has been updated to allow cooperative agreements beyond just the state contracts. Staff evaluates the procurement options to determine which option is the most beneficial for the City. In this instance, using Sourcewell is more beneficial to the City than bidding the backhoe.

ALTERNATIVES

City Council may:

- Approve purchasing the backhoe/loader through Sourcewell; or,
- Not Approve the purchase. If the purchase is not approved, staff will need to bid the backhoe/loader, resulting in paying a higher cost and an 18-24 month delay before receiving the new backhoe/loader.

FISCAL EFFECTS

The backhoe/loader is budgeted in FY23 using Water and Wastewater funds. There is sufficient budget for this purchase.

City Council Regular

Date:	11/28/2022
Title:	FIRE: ERP Brush Trucks Replacement FY 2023
Presented by:	Matt Hoppel, Assistant Fire Chief
Department:	Fire
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff is requesting that the City Council approve the purchase of two Ford F250 Crew Cab Brush Trucks through Duval Ford through an emergency process, rather than a competitively sealed bid, in the amount of $121,988.32.

The Fire Department was approved for two replacement vehicles (replacements for Units 4070 and 4057) through the City's ERP budget process for FY23. These Brush Trucks are approximately 20 years old and due for replacement for functionality and maintenance considerations. A change in Fire operations to a three-person deployment required a modification to the type of truck.

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

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 the Fire Department 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 Fire staff located two appropriate vehicles from Duval Ford. However, the order had to be placed within three days to secure the purchase. The Fire Department has issued a Purchase Order to Duval Ford for the two vehicles and are asking for Council approval, after the fact, due to the circumstances. Both replacement vehicles will be either transferred to another City department or sold at the bi-annual surplus auction.

ALTERNATIVES

The City Council may:
Approve the purchase of the 2 vehicles or,
Disapprove the purchase of the 2 vehicle, reject the previously placed order and require the Fire Department to issue a formal call for sealed bids, delaying the procurement by at least 8 months.

FISCAL EFFECTS

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

SUMMARY

Staff recommends that the City Council approve the purchase of two vehicles from Duval Ford in the amount of $121.988.32.

City Council Regular

Date:	11/28/2022
Title:	Preliminary plat extension request and amendment of preliminarily approved SIA for Trails West Subdivision, 6th Filing
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the preliminary plat extension request for Trails West Subdivision, 6th Filing with amendments to the preliminarily approved Subdivision Improvements Agreement (SIA).

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

On September 26, 2022, Sanderson Stewart on behalf of Dorn-Wilson Development applied for preliminary plat extension for Trails West Subdivision, 6th Filing. The subdivision received original preliminary plat approval on December 16, 2019. They are requesting an extension of two years to the preliminary approval. The new date for completion of the final plat, with the extension, would be December 19, 2024. In addition to the extension the applicant in coordination with Staff has worked to amend the draft SIA utilizing current template language. These changes are summarized below:

- Section II A - Updated to City current SIA template language amended to "If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners."
- Section III A 4-Language revised based on City Engineering comments. Item 4 requires the developer to be responsible for half of the construction of Stockman Avenue across the Birely Drain.
- Section III D - Language revised based on City Engineering comments requiring the cash contributions shall be based on the percent of traffic contributions to the intersections on the total cost of an intersection as determined by Engineering for the year in which the contribution is made. The cash contribution shall be made prior to final plat approval.
- Section X A - Updated to City current SIA template language amended to. "Subdivider agrees to guarantee all public improvements for a period of two year from the date of final acceptance by the City of Billings."
- Section X C - Updated to City current SIA template language amended to. "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."
- Removed Douglas Frank, Debra Frank, and Ronald Frank as signatures on the SIA and Waiver. Dorn-Wilson Development is the current owner of the property.
- Updated the Waiver to the current City template language.

ALTERNATIVES

The City Council may approve or disapprove of the preliminary plat extension request of Trails West Subdivision, 6th Filing. The City of Billings Subdivision Regulations state the following:
"The approval or conditional approval shall be valid for not more than three (3) calendar years. At the end of this period the governing body may, at the request of the subdivider, extend its approval for mutually agreed-upon period of time. Any mutually agreed-upon extension must be in writing and dated and signed by the governing body and the subdivider or subdivider's agent. The governing body may issue more than one extension per BMCC 23-300 M.

When considering a request for an extension of the preliminary plat approval period, the governing body may use the following criteria to evaluate the request:
1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;
2. Progress to date in completing the subdivision as a whole and any phases;
3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development;
4. Dependence of infrastructure development on the subdivision;
5. Duration of the requested extension;
6. Demonstrated ability of the subdivider to complete the subdivision;
7. Such other factors or criteria as deemed material in the discretion of the governing body.

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (76-3-610(2), MCA)." Staff found no reason under the extension criteria to deny this extension of the time period for the Trails West Subdivision, 6th Filing Preliminary Plat.

FISCAL EFFECTS

The extension request of this subdivision will have no financial impact on the Planning Division.

Attachments

Mayors Letter of Approval for Preliminary Plat
Trails West Subdivision 6th Filing Preliminary Plat
Amended SIA
Extension Request

CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

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

December 16, 2019

Dorn-Wilson Development, LLC
100 Emerald Drive
Billings, MT 59105

Dear Applicant:

On December 16, 2019, the Billings City Council conditionally approved the preliminary plat of Trails West Subdivision, 6th Filing, subject to the following conditions of approval:

1. To protect public health and safety with increased area traffic, prior to final plat approval, the applicant will submit all necessary information required by City of Billings Engineering Division to update TIS information for this filing for review and approval.

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

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, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

William A. Cole

William A. Cole, Mayor

pc: Sanderson Stewart

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Trails West, 6th Filing. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(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

There is currently no farm activity on the land for the proposed subdivision. The Birely Drain runs along the west side of the property. With previous filings, a dedicated right-of-way around the Birely Drain was made to the City of Billings. The Birely Drain District is amenable to having the City of Billings take over ownership of the drain at some point in the future. Currently other existing subdivisions and streets are using the Birely Drain for stormwater drainage, this subdivision will be included as a user of the drain. No water rights are being transferred to future owners of this property.

2. Effect on local services

a. **Utilities** – Public water will be provided by the City of Billings. This filing will connect to existing waterlines in Blackberry Way, Phantom Creek Avenue and Stockman Avenue. These connections will provide a looped system for equalized pressure in the subdivision. Each lot will have a connection to the water system for the individual homes to be built. All water construction improvement shall be installed in conformance with the design standards, specification, rules and regulations of the City of Billings and MDEQ with a review and approval before installation.

   Sanitary sewer services will be provided to the future lots through lines within the internal subdivision streets extended from an existing line in Blackberry Way and Phantom Creek Avenue. Sanitary sewer lines will be low-pressure mains, the subdivider will install low-pressure sanitary sewer mains this will require the installation grinder pumps in each household. A paragraph regarding this requirement is found in the SIA under the heading II Property Conditions and Information for Lot Purchasers K.

   Private utility providers shall use the provided easement outside the public right of way, these easement are shown on the face of the plat.

b. **Storm water** – Stormwater management for the proposed subdivision will be provided by directing water through a network of curb and gutters, inlets and piping. It will also pass through an existing mechanical stormwater filtration manhole to an existing stormwater detention facility built with the 3rd Filing. A

storm drain report was submitted to City Public Works with the preliminary plat submittal. All drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and are subject to review and approval by the City Engineering Department.

The SIA, under the heading V. Storm Drainage B., outlines the maintenance of the pond and all appurtenances associated with it as the responsibility of the HOA. There is an existing HOA with the subdivision and this filing will be included in the same HOA.

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

d. **Streets** – Access to the lots in the 6th Filing will be via extension of roads built with the previous filings of this subdivision. The internal subdivision streets will be constructed to 34-feet pavement widths, with curb, gutter, and 5-foot wide boulevard style sidewalks within 56-foot wide rights-of-way. The one exception is Stockman Avenue. Stockman Avenue will function as a Collector street; it will be built to a width of 39 feet within a 74-foot wide right-of-way. Sidewalks will be built at the time of lot development with the exception of the ADA ramps at the street intersections. The developer will also be installing a 10-foot wide hard surface trail between Lots 18 and 19, Block 13 to connect the Birely Drain trail to the internal sidewalks of the subdivision. These above mentioned items will be built by the developer at the time of street construction. Proposed street names for the internal streets are extensions of existing streets within the subdivision.

The subdivider will be required to make off-site contributions toward the design and installation of future intersection traffic controls at the intersections of Grand Avenue and 54th Street West, at Grand Avenue and 56th Street West, and if determined necessary, at Central Avenue and 56th St. West. These intersections were identified in the Traffic Impact Study as being affected by the proposed subdivision. The required contributions are based on the estimated volume of subdivision traffic using these intersections and an estimated cost of the intersection for the design and construction of a traffic signal at the intersection. The final contribution amounts shall be approved by the City Traffic Engineer prior to final plat approval. **(Condition #1)**

A TIS has been submitted with each previous filing of the subdivision. As the filings get built out the number of trips change and the impacts of the surrounding roads and intersections change. The applicant will provide all TIS information and updates as needed by City of Billings Engineering division prior to final plat approval. **(Condition #1)**

The 6th Filing is the final filing of this subdivision, at this filing Stockman Avenue will be at the edge of the Birely Drain. This subdivider will provide a cash contribution of 50 percent of the cost for design, permitting and construction of the

Birely Drain Crossing on Stockman Avenue or construct 50 percent of the improvement for the crossing. This is outlined in the SIA under the heading III Transportation A. Streets, 4.

e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station that provides fire suppression service for this area is at 1501, 54th St. West (Station #7). The Fire Department finds the proposed layout will provide adequate emergency access. Comments from the Police department state that continued expansion of subdivisions will require additional resources to maintain acceptable levels of service.

f. **Schools** – The subdivision is located within School District #2. Students from the subdivision will attend Meadowlark Elementary School, Ben Steele Middle School, and West High School. Comments from School District #2 state that all of the mentioned schools are over maximum capacity.

g. **Parks and Recreation** – In accordance with State and City laws, the subdivider is required to provide a minimum of 0.6 acres of parkland. The subdivider has proposed to meet this requirement by providing cash in lieu of land dedication. In addition to cash, the developer is proposing to continue the 5-foot wide multi-use trail on the western property line within the Birely Drain right-of-way tract. This trail is proposed to be for public use, and maintained by the homeowners' association.

h. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision. They have requested the installation of centralized mailbox unit (CBUs). The USPS has requested a box on the corner of Phantom Creek Way and Blackberry. The developer will work with the USPS to provide the correct location and a safe amount of space for postal delivery. **(Condition #2)**

3. Effect on the natural environment

The subject property is vacant property that has been planned for urban development since the original Master Plan review in 2009. The property is generally flat, with the exception of the Birely Drain on the western edge, which is being protected in a dedicated right-of-way.

The geotechnical study was performed for the subdivision a summary of the information from that study is included in the SIA. 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. Future property owners should be aware that the proposed subdivision is located near prime wildlife habitat and adjacent to open agricultural areas, therefore conflicts with wildlife may

occur. Any damage caused by wildlife is the responsibility of the owner. This notice is in the SIA.

5. Effect on the public health, safety and welfare

Fire hydrants will be installed to meet fire department requirements. Sidewalks and trails will offer a safe place for pedestrians to walk. The effects on public health and safety should be minimal.

Comments received from the police state that continued growth of the city would require additional resources to be able to maintain expected levels of service.

B. Was an Environmental Assessment required? [(MCA 76-3-603 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 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-(8)]

1. City of Billings 2016 Growth Policy

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

> **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels. (p.8)
>
> **Home Base (healthy, safe and diverse housing options)** A mix of housing types that meet the needs of a diverse population is important. (p.9) Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.
>
> The 2001 West Billings Plan identifies this area as residential. The proposed subdivision is for residential development.

2. 2018 Urban Area Transportation Plan

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

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

The proposed subdivision lies within the jurisdiction of the BABTMP. There is no trail identified within the proposed subdivision. There are connections to the Ben Steele middle school from the 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 the R-60-R and R-96 zoning districts. All development shall comply with the standards set forth in Section 27-308, BMCC.

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 has provided private utility easements as required by private utility providers on the face of the plat.

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

Legal and physical access is provided to the proposed lots from Grouse Berry Street, Phantom Creek Avenue and Stockman Avenue. The internal streets take access from Grand Avenue and 56th Street West.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Trails West Subdivision, 6th Filing does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several goals and policies of the 2016 Growth Policy Update and does not conflict with the Transportation or Bikeway and Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

The Planning Board recommends conditional approval of the preliminary plat of Trails West Subdivision, 6th Filing, to the City Council, and adopt the Findings of Fact as presented in the staff report and the SIA.

Approved by the Billings City Council, December 16, 2019

William A. Cole.

William A. Cole, Mayor

PRELIMINARY PLAT OF

TRAILS WEST SUBDIVISION, SIXTH FILING

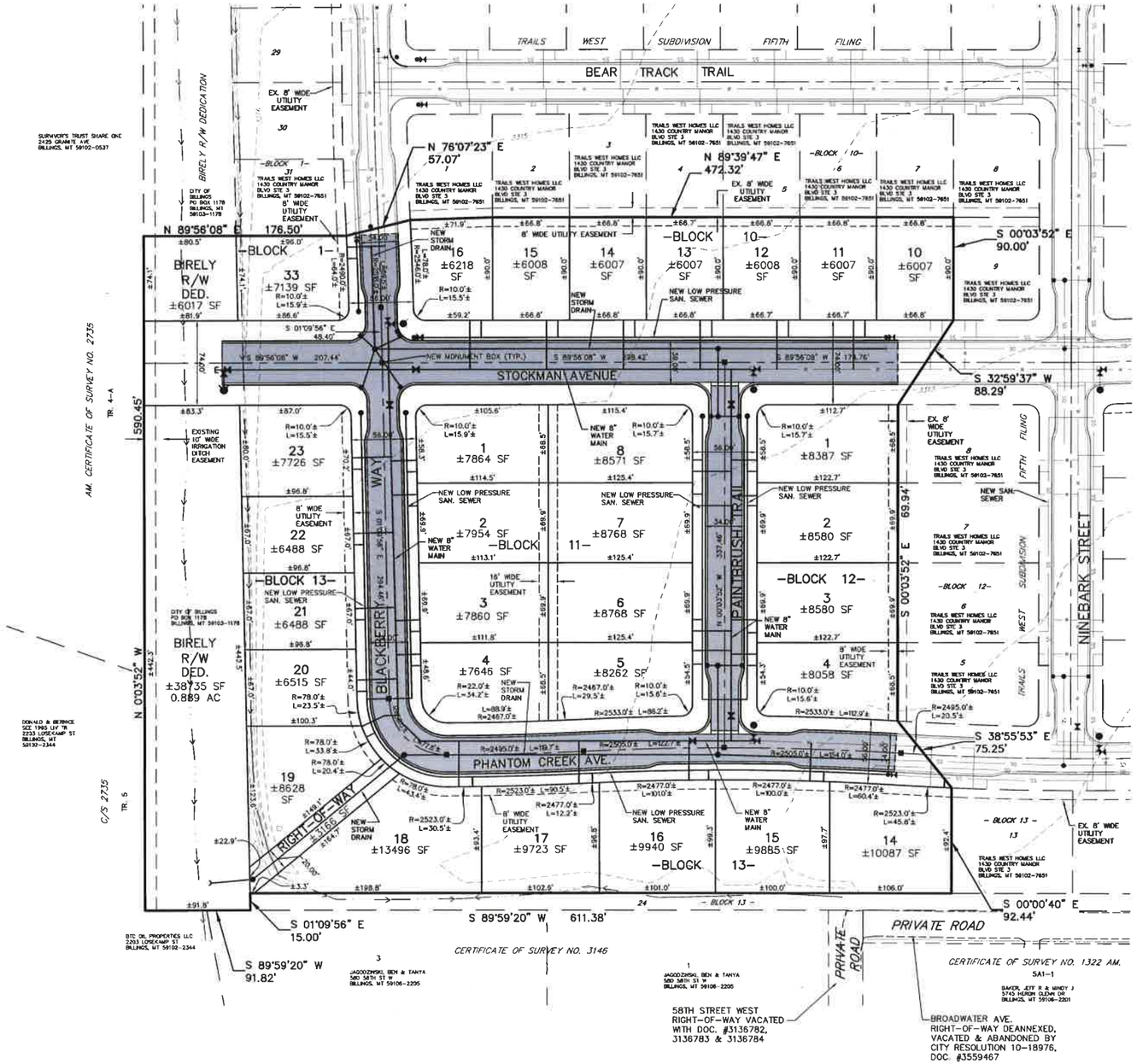
BEING LOT 9, BLOCK 12 OF TRAILS WEST SUBDIVISION, FIFTH FILING
SITUATED IN THE N.E. 1/4 OF SECTION 5, T.1S., R.25E., P.M.M.
BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : DORN–WILSON DEVELOPMENT, LLC

AUGUST, 2019

PREPARED BY : SANDERSON STEWART

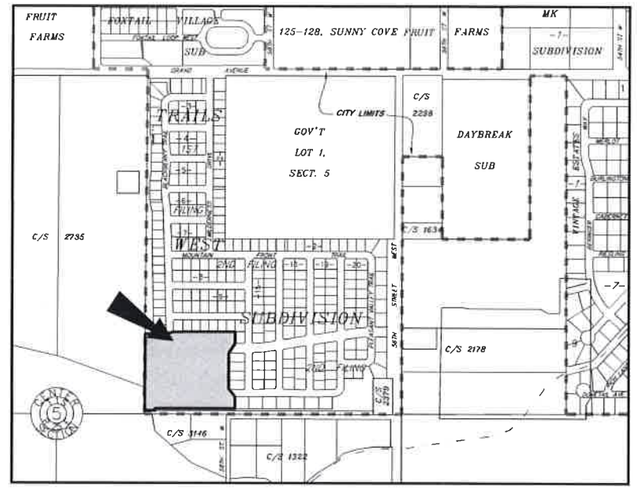
BILLINGS, MONTANA



NORTH

50 25 0 50 100

SCALE:1" = 50'



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING: (ORIGINAL PLAT/C.O.S.) OR THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID TO GROUND COMBINED SCALE FACTOR AT [monument description] IS x.xxxxxxxxxx; THE CONVERGENCE ANGLE IS –x°xx'xx". DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

- o FOUND SURVEY MONUMENT, AS NOTED
- • SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- ■ SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

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

PLAT DATA

GROSS AREA	= 9.14 AC.
NET AREA	= 5.76 AC.
NUMBER OF LOTS	= 30
MINIMUM LOT SIZE	= 6,007 S.F.
MAXIMUM LOT SIZE	= 13,496 S.F.
LINEAL FEET OF STREETS	= 2,038 L.F.
PARKLAND REQUIREMENT	=
PARKLAND DEDICATION	= CASH–IN–LIEU
EXISTING ZONING	= R–9600, R–6000R
SURROUNDING ZONING:	
NORTH	= R–6000R
SOUTH	= AG SUBURBAN & AG OPEN
EAST	= R–6000R & R9600
WEST	= AG SUBURBAN & AG OPEN
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= RESIDENTIAL

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59101

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS TRAILS WEST SUBDIVISION, SIXTH FILING

Table of Contents

I.	Variances		SIA-2
II.	Property Conditions and Information for Lot Purchasers		SIA-2
III.	Transportation		SIA-4
	A.	Streets	SIA-4
	B.	Sidewalks	SIA-5
	C.	Street Lighting	SIA-6
	D.	Traffic Control Devices	SIA-6
	E.	Access	SIA-6
	F.	Billings Area Bikeway and Trail Master Plan	SIA-7
	G.	Public Transit	SIA-7
IV.	Emergency Services		SIA-7
V.	Storm Drainage		SIA-8
VI.	Utilities		SIA-9
	A.	Water	SIA-9
	B.	Sanitary Sewer	SIA-9
	C.	Power, Telephone, Gas, and Cable Television	SIA-10
VII.	Parks/Open Space		SIA-10
VIII.	Soils/Geotechnical Study		SIA-10
IX.	Financial Guarantees		SIA-11
X.	Legal Provisions Applying to Subdivider		SIA-11

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

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS TRAILS WEST SUBDIVISION, SIXTH FILING

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between **DORN-WILSON DEVELOPMENT, LLC,** whose address for the purpose of this agreement is 100 Emerald Drive, Billings, Montana 59105, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

WITNESSETH:

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

WHEREAS, at a meeting held on the ____ day of _____, 20___, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as Trails West Subdivision, Sixth Filing, and

WHEREAS, at a regular meeting held on the ____ day of _____, 20___, the City Council approved, subject to certain conditions, a preliminary plat of Trails West Subdivision, Sixth Filing, and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to the plat of Trails West Subdivision, Sixth Filing, upon filing of the final plat thereof in the

office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings subdivision regulations; the rules, regulations, policies, and resolutions of the City of Billings; and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

Subdivider requests no variances.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

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

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

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

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

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

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

F. Lot owners should be aware that a geotechnical investigation and report was completed on August 11, 2008, for the property which identified the following recommendations for individual lots prior to house construction:

1. For structures with foundations constructed within five feet of natural grade, prior to building permit approval, written verification from a geotechnical engineer shall be obtained that foundation preparation and fill material are in compliance with Section 5.3 and Appendix B of the report. Foundations within 3.5 feet of original grade require over excavation by two feet in width and depth plus installation of geo-grid fabric. The new fill requires compaction to 98 percent.

2. For structures with foundations constructed deeper than five feet of natural grade, prior to building permit approval, an engineered design will be required for a deep foundation system

A copy of the entire geotechnical report is available for review at the City Building and/or Planning Division offices.

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

H. Lot owners should be aware that agricultural activities could be present on surrounding properties. Any impacts associated with agricultural activities and any issue arising therefrom is the responsibility of the lot owners.

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

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

K. Lot owners should be aware that the installation of a Barnes Grinder Pump (or hydraulically comparable grinder pump) will be required at each home at time of lot development. Lot owners should be aware that there is the possibility of periodic maintenance and replacement of the grinder pumps.

L. The lowest finished floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb measured from the highest location along the lot frontage.

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

III. TRANSPORTATION

A. Streets

1. Blackberry Way, Paintbrush Trail and Phantom Creek Avenue shall be 34 feet back of curb to back of curb within 56-foot right-of-ways. These internal access roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, subdivision regulations, and Uniform Zoning Code.

2. Stockman Avenue shall be 39 feet back of curb to back of curb within a 74-foot right-of-way. This road shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, subdivision regulations, and Uniform Zoning Code.

3. Per the Traffic Impact Study (TIS), the warrant criteria for a northbound left-turn lane at the intersection of Stockman Avenue and 56th Street West was found to be satisfied by a narrow margin at the time of Sixth Filing build-out. The Subdivider agrees to install a north bound left-turn lane on 56th Street West at the Stockman Avenue intersection if additional analysis performed at the time of development verifies that the improvements meet the warrant criteria. The turn lane shall be subject to review and approval by the City Engineering office.

4. Developer is responsible for half of the construction of Stockman Avenue across the Birely Drain. Full build out includes the construction of the culvert, water main, street paving, curb and gutter, and either 5-foot wide boulevard or 7-foot wide curb walk along both sides of the street and any safety improvements that may be necessary. Half of the construction shall include construction of the culvert, water main, and gravel surfacing.

   If a portion of the crossing constructed by any other development, Developer is responsible to construct any improvement not complete.

B. Sidewalks

City and Subdivider agree that the developer will install handicap accessibility ramps at the time of private contract construction. The City and the Subdivider also agree that the developer will install a 5-wide sidewalk along the west boundary of the subdivision in the proposed Birely Drain right of way at the time of private contract construction. The developer will also install a 10-foot wide sidewalk, or asphalt path, between lots 18 and 19, Block 13 of Trails West Subdivision, 6th Filing at the time of private contract construction. No other sidewalks will be installed by the developer as part of construction improvements.

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

C. Street Lighting

Construction or installation of street lights shall not be required at this time. If street lights are installed in the future, a street light maintenance district

will be formed for the entire subdivision to accommodate maintenance of the street lights.

D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the subdivision. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction. All traffic control devices shall be subject to review and approval by the City Engineering office.

All off-site contributions and improvements shall be paid as required by the Traffic Impact Study (TIS) before Trails West Subdivision, Sixth Filing final plat approval.

A traffic impact study has been completed for Trails West Subdivision, 6th Filing. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdividers expense. The percent of traffic contributions to the following shall be in accordance with the traffic accessibility study.

56th Street West and Grand Avenue	1.46%
54th Street West and Grand Avenue	2.29%
56th Street West and Central Avenue	0.44%

The cash contributions shall be based on the percent of traffic contributions to the intersections on the total cost of an intersection as determined by Engineering for the year in which the contribution is made. The cash contribution shall be made prior to final plat approval.

E. Access

Access will be provided for the subdivision by extending Blackberry Way, Phantom Creek Avenue, and Stockman Avenue. These street connections will connect to the existing subdivision accesses to Grand Avenue and 56th Street West. The streets within the subdivision shall be subject to review and approval by the City Engineering office.

F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan identifies Grand Avenue, adjacent to the site, as an arterial bikeway. The developer will construct a 10-foot wide multi-use path on the south side of Stockman Avenue at the time of private contract construction. Therefore, City and Subdivider agree that trail requirements are being met for the subdivision.

G. Public Transit

There are no MET Transit routes that service this subdivision at this time. No improvements with regard to MET Transit vehicles are anticipated at this time.

IV. EMERGENCY SERVICES

Access is provided to this subdivision from Blackberry Way, Phantom Creek Avenue and Stockman Avenue. Fire hydrants shall be provided at each street intersection, and at intermediate locations where distances exceed 500 feet. Appropriate turn arounds will be located on any street in excess of 150 feet.

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

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20 feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

A. The storm drainage system for Trails West Subdivision, Sixth Filing will consist of a curb and gutter surface collection and curb inlets that drain into storm drainage piping, as well as surface conveyance. The storm drain piping will discharge into existing storm drain piping and to an existing mechanical stormwater filtration manhole, and to an existing stormwater detention facility located on Lot 4, Block 13 Trails West Subdivision, 3rd Filing, with a discharge to the Birely Drain. The existing mechanical stormwater filtration manhole and stormwater storage volume were designed to include Trails West Subdivision, Sixth Filing. All drainage improvements shall comply with the provisions of the City of Billings *Stormwater Management Manual* and Chapter 28, BMCC.

B. The stormwater detention area is located on a private lot (Lot 4, Block 13 of Trails West Subdivision, Third Filing) and will be maintained by the homeowners' association (HOA) established for this subdivision. The mechanical stormwater filtration manhole is existing, and associated improvements are also privately owned and maintained by the HOA. Trails West Subdivision, Sixth Filing will be included in the HOA that is responsible to maintain these facilities. O&M requirements and HOA maintenance and fiscal responsibilities have been outlined within the Trails West Subdivision, Third O&M Manual.

C. The elevation of residential dwellings must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm.

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

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

VI. UTILITIES

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

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

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

A. Water

Service to the subdivision will be provided from the existing water main stubs in Blackberry Way, Phantom Creek Avenue, and Stockman Avenue. Connecting these mains will provide a looped system for the subdivision. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality and will be approved by the Public Works Department.

B. Sanitary Sewer

Service to the subdivision will be provided from an existing sanitary sewer main stubs in Blackberry Way and Phantom Creek Avenue. City and Subdivider agree that sanitary sewer service to the Sixth Filing of the subdivision will be provided through low-pressure sanitary sewer mains. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate low-pressure sanitary sewer

service and each lot will need to use a Barnes Grinder Pump (or hydraulically comparable grinder pump). All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be placed in designated easements outside of the right-of-way and shall be installed underground prior to surface improvements. The location of all such facilities shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Code Annotated covers the park dedication requirement. Additionally, Section 23-1002. B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. The Sixth Filing has a total of 30 lots, requiring a parkland dedication of 0.600 acres. The Subdivider and City agree that this parkland dedication will be met through a cash-in-lieu payment to the development of Cottonwood Park. City and Subdivider agree the cash payment in lieu of parkland dedication shall be made prior to final plat approval. A comparative market analysis, or other approved method to determine raw land value, shall be used to determine the parkland dedication amount in accordance with Section 23-1006, BMCC.

VIII. SOILS/GEOTECHNICAL STUDY

The Subdivider has performed a geotechnical analysis for this property (dated August 11, 2008).

Recommendations from the report include:

1. Approximately six inches of surface soils should be stripped and removed from the site or stockpiled for use in non-structural areas.

2. Site and lot grading can be accomplished using conventional earthmoving equipment.

3. Fill across lot grading should be placed and compacted to a minimum of 95 percent relative compaction in accordance with the ASTM D698 compaction test method.

4. If trenches are extended deeper than five feet or are allowed to dry out, the excavations may become unstable and should be evaluated to verify the stability prior to occupation by construction personnel.

5. Street subgrade outside of utility trenches should be placed at 95 percent of ASTM D698 and utility trench backfill should be placed at 97 percent of ASTM D698.

6. The street section for the property shall include three inches of asphaltic concrete over a 10-inch base course.

7. The potential for sulfate attack from existing soils appears to be negligible, and conventional Type II cement may be used according to Table 1904.3 of the 2000 International Building Code.

8. For home construction, over-excavation will likely be required. It is recommended that a more comprehensive geotechnical study be completed prior to installing foundations so lot-specific site conditions can be determined.

IX. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install, and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts 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 special improvement district or private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

X. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

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

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

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, 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" **DORN-WILSON DEVELOPMENT, LLC**

By: _____

Its: _____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____ of **DORN-WILSON DEVELOPMENT, LLC,** and who acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

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

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

"CITY" **CITY OF BILLINGS, MONTANA**

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

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

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

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

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:

Trails West Subdivision, Sixth Filing

Signed and dated this _____ day of _____, 20___.

"SUBDIVIDER" **DORN-WILSON DEVELOPMENT, LLC**

_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be _____ of **Dorn-Wilson Development LLC**, the person who executed the forgoing instrument and acknowledged to me that said company executed the same.

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

September 16, 2022

Mr. Dave Green
City of Billings
Planning and Community Services Department
2825 3rd Avenue North, 4th Floor
Billings, MT 59101

Reference: Trails West Subdivision, 6th Filing
Request for Extension of Preliminary Plat Approval
Project No. 05051.20

Dear Dave:

We are requesting a two-year extension of the original Trails West Subdivision, 6th Filing Preliminary Plat Approval, dated December 16, 2019. Under City Subdivision Regulations, the owner has three years from the date of preliminary approval to file plat of the Trails West Subdivision, 6th Filing. The requested two-year extension of the three-year period would allow for a maximum of five years between preliminary plat approval and final plat approval, making the expiration of the Trails West Subdivision, 6th Filing Preliminary Plat Approval December 16, 2024.

We appreciate your time and consideration of this request. Please feel free to contact me if you have any questions.

Sincerely,

Rod Wilson
Dorn-Wilson Development, LLC

City Council Regular

Date:	11/28/2022
Title:	Bishop Fox Subdivision, Amended plat of Lot 1, Block 1 - Subsequent Minor Final Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the final plat of Bishop Fox Subdivision, Amended plat of Lot 1, Block 1.

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

On October 31, Cushing Terrell applied for final minor plat approval for Bishop Fox Subdivision, Amended plat of Lot 1, Block 1. The proposed subdivision creates 4 lots for commercial development. The subject property is generally located on the northeast corner of the intersection of Grand Avenue and 54th Street West. The property is zoned Corridor Mixed Use 2, CMU-2. This parcel is proposed to have multiple businesses on the property. It is also the location of an Albertsons' that is currently under construction.

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the City Council meeting. At this time, the Planning Division has received no public comments or questions regarding the final plat application.

ALTERNATIVES

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

Staff finds the final plat meets the criteria outlined in 76-3-611 abovde and is in compliance with the regulations.

FISCAL EFFECTS

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

Attachments

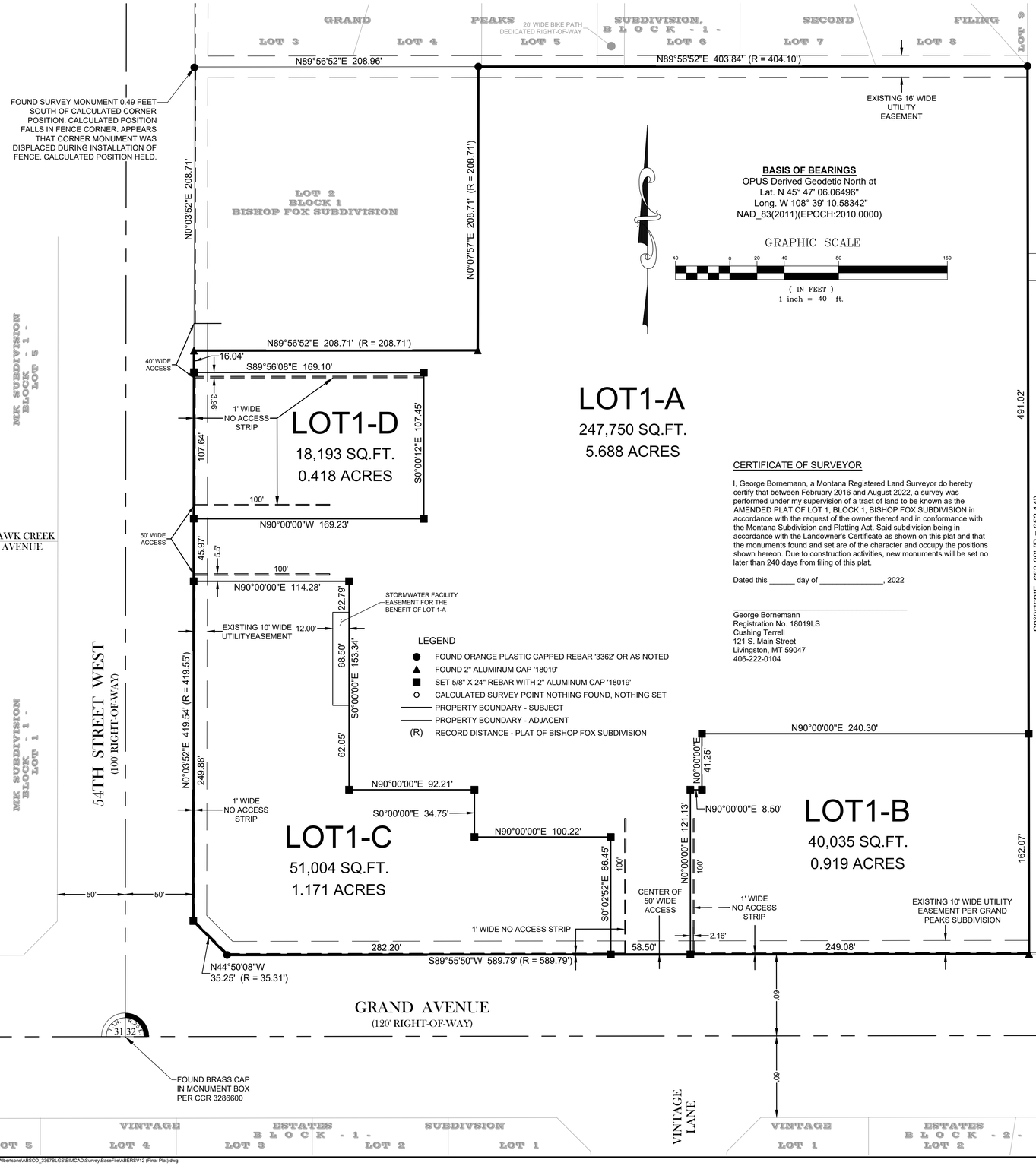
Final Plat
Final SIA
Conditions of Approval

FINAL PLAT OF

AMENDED PLAT OF LOT 1, BLOCK 1

BISHOP FOX SUBDIVISION

BEING A SUBDIVISION OF LOT 1, BLOCK 1 OF BISHOP FOX SUBDIVISION IN THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 25 EAST, P.M.,M., CITY OF BILLINGS, COUNTY OF YELLOWSTONE, STATE OF MONTANA.



LEGEND

- FOUND ORANGE PLASTIC CAPPED REBAR '3362' OR AS NOTED
- FOUND 2" ALUMINUM CAP '18019'
- SET 5/8" X 24" REBAR WITH 2" ALUMINUM CAP '18019'
- CALCULATED SURVEY POINT NOTHING FOUND, NOTHING SET
- PROPERTY BOUNDARY - SUBJECT
- PROPERTY BOUNDARY - ADJACENT
- (R) RECORD DISTANCE - PLAT OF BISHOP FOX SUBDIVISION

OWNER/COMMISSIONED BY
ALBERTSON'S LLC, A DELAWARE LIMITED LIABILITY COMPANY

ZONING
CITY OF BILLINGS COMMUNITY COMMERCIAL - CC

PURPOSE
TO CREATE A 4-LOT SUBDIVISION

CERTIFICATE OF SURVEYOR

I, George Bornemann, a Montana Registered Land Surveyor do hereby certify that between February 2016 and August 2022, a survey was performed under my supervision of a tract of land to be known as the AMENDED PLAT OF LOT 1, BLOCK 1, BISHOP FOX SUBDIVISION in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act. Said subdivision being in accordance with the Landowner's Certificate as shown on this plat and that the monuments found and set are of the character and occupy the positions shown hereon. Due to construction activities, new monuments will be set no later than 240 days from filing of this plat.

Dated this _____ day of _____, 2022

_____
George Bornemann
Registration No. 18019LS
Cushing Terrell
121 S. Main Street
Livingston, MT 59047
406-222-0104

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:SS
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner(s) of the following described tract of land, do hereby certify that they have caused it to be surveyed, subdivided, and platted into lots, blocks and streets as shown on this plat. Said tract being situated in the SW1/4 of Section 32, Township 1 North, Range 25 East, P.M.,M., City of Billings, County of Yellowstone, State of Montana, and being more particularly described as follows:

Lot 1, Block 1, of Bishop Fox Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3342210.

Said tract contains a gross and net area of 8.195 acres.

Pursuant to 76-3-621(3)(b), M.C.A., there is no parkland requirement for this subdivision.

The undersigned hereby grants to all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of all lines over, under and across the areas designated on the plat as "Utility Easement" to have and hold forever.

Said tract to be known and dedicated as FINAL PLAT OF AMENDED PLAT OF LOT 1, BLOCK 1 BISHOP FOX SUBDIVISION, and there are no streets or roads being dedicated to the public with this plat.

Albertson's LLC, a Delaware limited liability company.

_____
Signature
Printed Name:_____
Title:_____

STATE OF MONTANA)
:SS
County of Yellowstone)

On this ____day of _____. 20___. before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of Albertsons LLC, a Delaware limited liability company, and known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

CERTIFICATE OF CITY COUNCIL APPROVAL

The City Council of the City of Billings, Yellowstone County, Montana, does hereby certify that the accompanying plat for FINAL PLAT OF AMENDED PLAT OF LOT 1, BLOCK 1, BISHOP FOX SUBDIVISION has been duly examined and have found the same to conform to the law and hereby approve it.

Dated this _____ day of _____ . 2022

_____
CITY OF BILLINGS, MONTANA

BY:_____
Mayor

ATTEST: _____
City Clerk

NOTICE OF APPROVAL

STATE OF MONTANA)
: SS
County of Yellowstone)

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

Date:_____ _____
President

_____
Executive Secretary

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that the annexed and foregoing plat conforms with Section 76-4-125(2)(d) M.C.A., for the removal of sanitary restrictions since the plat is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____day of _____, 20___.

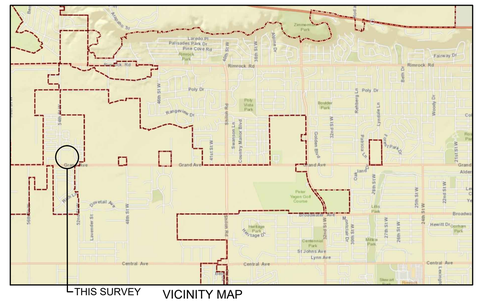
_____
City Engineer's Office

CERTIFICATE OF CITY ATTORNEY

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

Date:_____

Reviewed by:_____



VICINITY MAP

ERRORS AND OMMISSIONS REVIEW

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

_____ _____
Examining Land Surveyor Date

CERTIFICATE OF COUNTY TREASURER

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

Dated this _____ day of _____ , 2022.

_____
DEPUTY TREASURER
YELLOWSTONE COUNTY, MONTANA

AMENDED PLAT OF LOT 1, BLOCK 1
BISHOP FOX SUBDIVISION
CITY OF BILLINGS, STATE OF MONTANA

© 2022 | ALL RIGHTS RESERVED

PRINCIPAL MERIDIAN
MONTANA
YELLOWSTONE COUNTY

¼	Sec.	T.	R.
x	32	1N	25E

FOR: ALBERTSONS LLC

2022.10.12
DRAWN BY | GSB
REVISIONS

FINAL PLAT OF
AMENDED PLAT OF
LOT 1, BLOCK 1,
BISHOP FOX SUBDIVISION

L:\Albertsons\ABSCO_336?BLGS\BIMCAD\Survey\BaseFile\ABERSV12 (Final Plat).dwg

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

Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision

Table of Contents
(City of Billings)

I.	Variances	(page 2)
II.	Property Conditions and Information for Lot Purchasers	(page 2)
III.	Transportation	(page 4)
	A. Streets	
	B. Sidewalks	
	C. Street Lighting	
	D. Traffic Control Devices	
	E. Access	
	F. Heritage Trail Plan	
	G. Public Transit	
IV.	Emergency Services	(page 5)
V.	Storm Drainage	(page 6)
VI.	Utilities	(page 6)
	A. Water	
	B. Sanitary Sewer	
	C. Power, Telephone, Gas, and Cable Television	
VII.	Parks/Open Space	(page 7)
VIII.	Irrigation	(page 7)
IX.	Soils/Geotechnical Study	(page 7)
X.	Phasing of Improvements	(page 7)
XI.	Financial Guarantees	(page 8)
XII.	Legal Provisions Applying to Subdivider	(page 8)

SUBDIVISION IMPROVEMENTS AGREEMENT

Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision

This agreement is made and entered into this 14th day of October, 2022, by and between *ALBERTSON'S LLC, A DELAWARE LIMITED LIABILITY COMPANY*, whose address for the purpose of this agreement is 250 E. Parkcenter Blvd., Boise, ID 83706, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of *Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on 23rd day of January, 2017, the City Council conditionally approved a preliminary plat of *Amended Plat of Lot 1, Block 1 of Bishop Fox 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 *Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. Upon filing the final plat, the property described in the final plat shall automatically be released from liability under the Subdivision Improvements Agreement for the Plat of Bishop Fox Subdivision filed July 29, 2015, under Document #3342211, in the records 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

No variances are being requested for 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, the City has the right to construct the sidewalk and assess the property owners.

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

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction. Refer to the geotechnical survey prepared for the Bishop Fox Major Subdivision. Additional geotechnical surveys will be required at the time each individual lot is developed.

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

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

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

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best

Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

H. According to FEMA FIRM Map # 30111C1245E, the site is located in Zone X, otherwise known areas determined to be outside the 0.2% annual chance floodplain.

III. TRANSPORTATION

A. Streets

The *Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision* is adjacent to Grand Avenue and 54th Street West, each having a 120' and 100' right-of-ways, respectively. Both Grand Avenue and 54th Street have an approximate asphalt width of 24'.

A cash contribution for Grand Avenue and 54th Street West must include a half width of 20 feet of asphalt given credit for existing widths, curb and gutter plus the cost for design and construction administration. A cash contribution for the sidewalk must be made unless constructed as part of the development.

The development shall be responsible for the full cost of design and construction for the widening necessary to implement a southbound (SB) left turn lane on 54th Street West at the access opposite Payton Drive and a westbound (WB) right turn lane on Grand Avenue at the access opposite Vintage Lane. The required widening for the SB left turn lane should be primarily north of Payton Drive and as the City project installing the traffic signal at Grand Avenue and 54th Street West will be constructing the widening to the south of Payton. Construction of SB left turn lane and WB right turn lane must be done with development of Lot 1-A.

All public street improvements shall be in accordance with the Traffic Impact Study, TIS, prepared specifically for this minor subdivision.

B. Sidewalks

Improvements and/or contributions to sidewalks shall be in accordance with the above Section III. A. Handicap ramps shall be installed in accordance with current City of Billings construction standards and specifications at all driveway entrances into the subdivision.

The development of Lot 1-A will require pedestrian connections to the north and to the east aligned with the existing R/W & easement respectively, platted with the adjacent lots. The connection to the north shall extend all the way to Castle Stone Square. At the time of development of each individual lot, sidewalks providing ADA accessible pedestrian connections from the public sidewalks along 54th St W and Grand Ave shall be constructed connecting the public sidewalks to the primary buildings on each lot.

C. Street Lighting
Construction or installation of street lights is not required, but is included in the waiver.

D. Traffic Control Devices
The Subdivider shall furnish and install all traffic controls as identified during the Traffic Impact Study review process and as may be required by the City Traffic Engineer to comply with MUTCD, City Ordinances, and City traffic control policies.

The following monetary contributions for off-site intersection traffic control shall be payable at time of final plat, or prior to issuance of any building permit:

Intersection	Amount
Rimrock & 54th	$5,750.00
Grand & 56th	$6,500.00
Grand & 62nd	$6,500.00
Grand & 48th	$7,750.00
Grand & 54th	$19,250.00

E. Access
Direct access from 54th Street West and from Grand Avenue to the lots is prohibited, except for two 50-foot wide breaks in the no-access easement as shown on the plat. The allowed access to 54th Street West shall be aligned with Payton Drive, and the access to Grand Avenue shall be aligned with Vintage Lane. The existing 40-foot wide access shared with the fire station (Lot 2) shall remain. The City reserves the right to restrict left turn egress from the Grand Avenue access opposite Vintage Lane. All new approaches shall be built in conformance with City of Billings standards and specifications.

All lots within Ammended Plat Lot 1, Block 1 of Bishop Fox Subdivision shall have a blanket reciprocal access easement between them.

F. Billings Area Bikeway and Trail Master Plan
A short range bike trail along 54th Street is shown on the master plan. There will be no bike trails built within and/or as a part of this subdivision.

IV. EMERGENCY SERVICE

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses,

etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:
• An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
• The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
• An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
• The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

Piped public storm drain mains are not available in this area. However, the West End Master Plan does recommend a future storm drain main for Grand Avenue. When a storm drain is extended, the Owner will be allowed the opportunity to connect by providing a proportionate cost share to the City. The proportionate cost would be based on the amount of flows leaving the subdivision and the capacity of the Grand Avenue storm drain main.

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. Each parcel within the subdivision shall complete and submit a stormwater management plan to the Engineering Division for review and approval at the time of 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 new water and/or sanitary sewer service connections are made. The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc) shall be in accordance with design standards, specifications, rules, regulations of and as

approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

Any required water or sanitary sewer services for this property must be constructed prior to construction of WO 16-09 or in conjunction with WO 16-09. The cost of design, construction, and construction administration shall be the responsibility of the subdivision. WO 16-09 is anticipated to be constructed Spring/Summer 2017.

A. Water

Water is provided by the City of Billings. There is an existing 12" water main in 54th Street and a 20" water main in Grand Avenue. No new water main extensions are required for this subdivision. Domestic and fire services are proposed to be stubbed to each individual lot. All new domestic water and fire services will be installed and constructed in accordance with the most current City of Billings construction standards and specifications.

B. Sanitary Sewer

Sanitary Sewer is provided by the City of Billings. There is an existing 15" sanitary sewer main in 54th Street and a 27" sanitary sewer main in Grand Avenue. No new sanitary sewer main extensions are required for this subdivision. Sanitary sewer services are proposed to be stubbed to each individual lot. All new sanitary sewer services will be installed and constructed in accordance with the most current City of Billings construction standards and specifications.

C. Power, Telephone, Gas, and Cable Television

Existing dry utility easements are locate adjacent to the subdivision. Individual parcel owners shall make application for connection at the time of site development.

VII. PARKS/OPEN SPACE

There is no parkland requirement for the *Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision.*

VIII. IRRIGATION

There are no Irrigation Districts affected by the proposed development. Any existing ditches will remain in-place.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was submitted and accepted as a part of the underlying Bishop Fox Subdivision. Each individual parcel shall submit a Soils/Geotechnical Study to the Building Department at the time of site development. The study shall be prepared by a qualified Geotechnical Engineer, licensed in the State of Montana.

X. PHASING OF IMPROVEMENTS

Not Applicable to this subdivision.

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" *ALBERTSON'S LLC, A DELAWARE LIMITED LIABILITY COMPANY*

By: _____
Bradley R. Beckstrom
Authorized Signatory

STATE OF IDAHO)
: ss
County of Ada)

On this 14th day of October, 2022, before me, a Notary Public in and for the State of Idaho, personally appeared Bradley R. Beckstrom, known to me to be the Authorized Signatory of *ALBERTSON'S LLC, A DELAWARE LIMITED LIABILITY COMPANY* who executed the foregoing instrument and acknowledged to me that he/she executed the same.

HELENE MYERS NOTARY PUBLIC Comm. No. 15615 STATE OF IDAHO

_____
Notary Public in and for the State of Idaho
Printed Name: Helene Myers
Residing at: Boise, ID
My commission expires: 12-21-2025

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 2022.

"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:

Amended Plat of Lot 1, Block 1 of Bishop Fox Subdivision

Signed and dated this 14th day of October, 2022.

ALBERTSON'S LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: _____
Bradley R. Beckstrom
Authorized Signatory

STATE OF IDAHO)
: ss
County of Ada)

On this 14th day of October, 2022, before me, a Notary Public in and for the State of Idaho, personally appeared Bradley R. Beckstrom, known to me to be the Authorized Signatory of *ALBERTSON'S LLC, A DELAWARE LIMITED LIABILITY COMPANY*, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEROF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.



Notary Public in and for the State of Idaho
Printed Name: Helene Myers
Residing at: Boise, ID
My commission expires: 12-21-2025

CITY OF BILLINGS
THOMAS W. HANEL, MAYOR
P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 657-8296
FAX (406) 657-8390

January 23, 2017

Bishop Fox Company
Attn: Ted Lovec
1241 Crawford Drive
Billings, MT 59102

Dear Property Owner:

On January 23, 2017, the Billings City Council conditionally approved the preliminary plat of Amended Lot 1, Block 1, Bishop Fox Subdivision, subject to the following conditions of approval:

1. To ensure correct installation of infrastructure associated with this subdivision, prior to final plat approval the applicant will meet the conditions the Engineering Division has provided related to water, sewer and storm drainage in Attachment 'Engineering Conditions.' The subdivider will work with the Engineering Division to ensure compliance with all current requirements of the City of Billings for water, sewer and storm drainage.

2. To ensure correct installation of street improvements associated with this subdivision, prior to final plat approval the applicant will meet the conditions the Engineering Division has provided related to street improvements in Attachment 'Engineering Conditions.' The subdivider will work with the Engineering Division to ensure compliance with all current requirements of the City of Billings for water, sewer and storm drainage.

3. To ensure correct installation of the required sidewalks around the perimeter of and within the propose subdivision, prior to final plat approval the applicant will meet the conditions the Engineering Division has provided related to sidewalk installation in Attachment 'Engineering Conditions.' The subdivider will work with the Engineering Division to ensure compliance with all current requirements of the City of Billings for sidewalk improvements.

4. To ensure installation of the required traffic control devises for traffic flow leaving the development and to address impacts to intersections identified within the Traffic Impact Study, prior to final plat approval the applicant will meet the

Billings Pride: City-wide

conditions the Engineering Division has provided related to sidewalk installation in Attachment 'Engineering Conditions.' The subdivider will work with the Engineering Division to ensure compliance with all current requirements of the City of Billings for Traffic Control Devices.

5. To ensure correct installation of needed fire suppression infrastructure, prior to final plat approval the applicant will work with the City of Billings Fire Department to properly locate needed fire hydrants and suppression systems throughout the subdivision.

6. To minimize the effects on local services, prior to final plat approval the subdivider will provide a letter from the United States Postal Service acknowledging its agreement with the placement of mail delivery facilities in the subdivision.

7. To ensure the provision of easements for utilities, prior to final plat approval the subdivider shall provide utility easements on the final plat as requested by the private utility companies.

8. 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.

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

Engineering Division Conditions:
The Engineering Division has reviewed the preliminary plat for Bishop Fox Subdivision, Amended Lot 1 Block 1, and offers the following comments and conditions of preliminary plat approval:

1. Within the SIA Section III. A. Streets, the cash contribution for Grand Avenue and 54th Street West must include a half width of 20 feet of asphalt given credit for existing widths, curb and gutter plus the cost for design and construction administration. A cash contribution for the sidewalk must be made unless constructed as part of the development.
2. Section III.A.—Streets. This development will be responsible for the full cost of design & construction for the widening necessary to implement a SB left turn lane on 54th Street West at the access opposite Payton Drive. The required widening should be primarily north of Payton Drive as the City project installing the traffic signal at Grand & 54th will be constructing the widening to the south of Payton. Construction of SB left turn lane must be done with development of Lot 1-A.

3. Section III. B. Sidewalks. The development of Lot 1-A will require pedestrian connections to the north and to the east aligned with the existing R/W & easement respectively, platted with the adjacent lots. The connection to the north shall extend all the way to Castle Stone Square. At the time of development of each individual lot, sidewalks providing ADA accessible pedestrian connections from the public sidewalks along 54th St W and Grand Ave shall be constructed connecting the public sidewalks to the primary buildings on each lot.
4. Section III. D. Traffic Control Devices. Change language to read *The Subdivider shall furnish and install all traffic controls as identified during the Traffic Impact Study review process and as may be required by the City Traffic Engineer to comply with MUTCD, City Ordinances, and City traffic control policies.*

5. Section III. D. Traffic Control Devices.
   b. The SIA needs to include the following monetary contributions for off-site intersection improvements. These must be payable at time of final plat, or prior to issuance of any building permit.

Intersection	Amount
Rimrock & 54th	$5,750.00
Grand & 56th	$6,500.00
Grand & 62nd	$6,500.00
Grand & 48th	$7,750.00
Grand & 54th	$19,250.00

6. Section III. F. Access.
   a. Suggested re-wording: Direct access from 54th Street West and from Grand Avenue to the lots is prohibited, except for two 50-foot wide breaks in the no-access easement as shown on the plat. The allowed access to 54th Street West shall be aligned with Payton Drive, and the access to Grand Avenue shall be aligned with Vintage Lane. The existing 40-foot wide access shared with the fire station (Lot 2) shall remain. The City reserves the right to restrict left turn egress from the Grand Avenue access opposite Vintage Lane. All new approaches shall be built in conformance with City of Billings standards and specifications.
   b. A blanket reciprocal access easement allowing internal traffic flow between all of the lots in the subdivision is required, and should either be identified in the SIA or filed as a separate document concurrently with the final plat.
   c. The 1-foot no access easements need to extend into the lot a minimum of 100 feet from the property line on 54th & on Grand. Side access to the adjacent lots will not be allowed in this area.
   d. A 1-foot no access easement will be platted along the entire north line of Lot 1-D.

7. Section V—Storm Drainage. Add language in SIA acknowledging that piped public storm drain mains are not available in this area, but that the Waiver includes possible future participation in an area wide storm drain SID.

8. Section VI.—Utilities. Any required water or sanitary sewer services for this property must be constructed prior to construction of WO 16-09 or in conjunction with WO 16-09. The cost of design, construction, and construction administration shall be the responsibility of the subdivision. WO 16-09 is anticipated to be constructed Spring/Summer 2017.

9. Minor wording changes hereafter shall be made in the SIA and documents, as requested by the City Engineer's Office and Planning Office, to clarify the documents and bring them into the standard, acceptable format.

10. The final subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, Billings Municipal City Code, and Rules, Regulations, Policies, and Ordinances of the City of Billings, and the Laws and Administrative Rules of the State of Montana.

Should you have any questions regarding these Engineering items, please feel free to contact Chris Hertz, at (406) 657-3095 or by email at hertzc@ci.billings.mt.us.

If you have overall questions regarding this preliminary plat, please contact Dave Green at (406) 247-8666 or by email at greend@ci.billings.mt.us.

Sincerely,

Thomas W. Hanel

Thomas W. Hanel, Mayor

Pc: CTA Archtects Engineers, Attn: Ron Isackson

City Council Regular

Date:	11/28/2022
Title:	Resolution Approving Bureau of Reclamation Small Storage Grant Application
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends Council approve the resolution approving the application for the Bureau of Reclamation Small Storage Grant.

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

The Bureau of Reclamation (BOR) has issued a notice of funding opportunity (NOFO) for small storage projects. The Small Storage Program is a newly established grant program to promote Federal assistance to enhance water storage opportunities for future generations. The BOR has $20 million to award this year and is anticipating awarding this funding to 1-4 eligible entities. The city has submitted a feasibility study for the West End Reservoir project which was the first step in the process. The grant application is due December 9, 2022, and is required to contain a resolution from the City Council supporting the project and the application. The West End Reservoir project meets the requirements of the grant and staff believes the project has a chance of receiving funding.

ALTERNATIVES

City Council may:

- Approve the resolution for the grant application; or,
- Not approve the resolution for the grant application. If the resolution is not approved, the city cannot apply for the grant and the scope of the project will need to be reduced or funds will need to be found another way.

FISCAL EFFECTS

The grant is for a maximum of 25% of the total project cost and the reservoir project is estimated at $40 million. Public Works has hired a grant writer to assist with the grant application and this cost is estimated at $40,000.

Attachments

Resolution

RESOLUTION NO. 20-___

RESOLUTION AUTHORIZING THE CITY OF BILLINGS TO APPLY FOR A FY2023 FEDERAL BUREAU OF RECLAMATION SMALL SURFACE WATER AND GROUNDWATER STORAGE PROJECT GRANT FOR THE BILLINGS WATER SUPPLY RESILIENCY PROJECT

WHEREAS, The Federal Bureau of Reclamation has formally announced a Notice of Funding Opportunity to apply for $20 million in discretionary grant funding through the Small Surface Water and Groundwater Storage Projects Program; and

WHEREAS, Fiscal Year 2023 Small Surface Water and Groundwater Storage Projects grants are for promotion of federal assistance to enhance water storage opportunities for future generations in support of the Department's priorities; and

WHEREAS, The City of Billings has reviewed the qualifying and ranking criteria to apply for these grant funds and based on these criteria, determined the Billings Water Supply Resiliency Project proposed is eligible for the Small Surface Water and Groundwater Storage grant; and

WHEREAS, The City of Billings City Council has adopted a Capital Improvement Plan for long-range infrastructure programming that includes construction of the Billings Water Supply Resiliency Project; and

WHEREAS, The City of Billings City Council has adopted the Billings Water Supply Resiliency Feasibility Study; and

WHEREAS, The City of Billings City Council represents an eligible applicant entity and has legal authority to enter into a grant agreement; and

WHEREAS, The City of Billings City Council has reviewed and supports the application submission; and

WHEREAS, the City of Billings City Council understands the match commitment and is capable of providing the required cash and/or in-kind contributions as specified; and

WHEREAS, the City of Billings will work with Bureau of Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

NOW, THEREFORE, BE IT RESOLVED,
The City of Billings City Council approves this Resolution to submit for a FY2023 Bureau of Reclamations Small Surface Water and Groundwater Storage grant for the City of Billings, Montana:

APPROVED AND PASSED by the City Council of the City of Billings this ____ day of November, 2022

THE CITY OF BILLINGS:

BY:_____
WILLIAM A. COLE, MAYOR

ATTEST BY:_____
DENISE BOHLMAN, CITY CLERK

City Council Regular

Date:	11/28/2022
Title:	Payment of Claims for week of October 17, 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 $960,303.63 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

Payment Approval Process

Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.).
Each invoice goes through a multi-step approval process depending upon the amount of the payment.

First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment.

Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached.

If the payment is greater than $1,000, then it must be approved by the Finance Director or designee.
If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator.

Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

- No other alternatives were analyzed

FISCAL EFFECTS

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

Attachments

Councilmemo wk 10172022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/17/2022	856230	Archie Cochrane	Fleet	$ 128.40	5437992 PO NUM 315168
10/17/2022	856230	Archie Cochrane	Fleet	$ 133.79	5438162 PO NUM 315191
10/17/2022	856230	Archie Cochrane	Fleet	$ 68.48	5439357 PO NUM 315191
10/17/2022	856230	Archie Cochrane	Public Safety	$ 1,398.75	5437148
10/17/2022	856230	Archie Cochrane	Public Safety	$ 34.70	5437469
10/17/2022	856230	Archie Cochrane	Public Safety	$ 157.80	5437665
10/17/2022	856230	Archie Cochrane	Public Safety	$ 363.75	5437993
10/17/2022	856230	Archie Cochrane	Public Safety	$ 35.64	5437994
10/17/2022	856230	Archie Cochrane	Public Safety	$ 668.31	5438046
10/17/2022	856230	Archie Cochrane	Public Safety	$ 531.50	5438376
10/17/2022	856230	Archie Cochrane	Public Safety	$ 386.25	5438441
10/17/2022	856230	Archie Cochrane	Public Safety	$ 50.00	5438711
10/17/2022	856230	Archie Cochrane	Public Safety	$ 182.05	5439149
10/17/2022	856230	Archie Cochrane	Public Safety	$ 246.58	5439362
10/17/2022	856230	Archie Cochrane	Transit	$ 39.14	5438279. Transmission Pan Bolts Unit 1822. W/O 210841 Job #2
10/17/2022	856230	Archie Cochrane	Transit	$ 18.25	5438494. Transmission Pan Gasket Unit 1822. W/O 210841 Job #2
10/17/2022	856239	Billings Depot	Engineering	$ 15,257.22	November Engineering Rent
10/17/2022	856247	Civicplus	Airport	$ 333.35	Quarterly Civic Send Airport
10/17/2022	856247	Civicplus	IT Resources	$ 333.35	Quarterly CivicSend IT
10/17/2022	856247	Civicplus	IT Resources	$ 7,105.24	Quarterly Hosting & Support Fees
10/17/2022	856247	Civicplus	IT Resources	$ 91.16	SSL Certificate Quarterly Fee Renewa
10/17/2022	856253	Dana Safety Supply	Public Safety	$ 918.00	813206
10/17/2022	856253	Dana Safety Supply	Public Safety	$ 513.00	813756
10/17/2022	856253	Dana Safety Supply	Public Safety	$ 2,599.00	813764
10/17/2022	856252	D-Tech International	Library	$ 2,855.00	2234 Main Locker maintenance agreement
10/17/2022	856263	Executive Cleaning	Public Safety	$ 1,175.00	71911 DEC 2021, 911 CENTER JANITORIAL SERVICES
10/17/2022	856263	Executive Cleaning	Public Safety	$ 1,363.00	72913 MAY 2022, JANITORIAL SERVICES @ 911 CENTER
10/17/2022	856263	Executive Cleaning	Public Safety	$ 1,363.00	73228 JUNE 2022 JANITORIAL SERVICES @ 911 CENTER
10/17/2022	856263	Executive Cleaning	Public Safety	$ 1,363.00	FEBRUARY 2022, 911 JANITORIAL SERVICES
10/17/2022	856264	Family Promise	CDBG	$ 9,152.89	CDBG-CV Grant / Emergency Diaper Project
10/17/2022	856266	First Am Title Co	CDBG	$ 10,000.00	FTHB Steven Nelson 621 N. 17th St.
10/17/2022	856271	Graphic Imprints	General	$ 2,617.80	staff shirts - 96465
10/17/2022	856273	Hansers Wrecker	Solid Waste	$ 1,137.50	22728
10/17/2022	856273	Hansers Wrecker	Solid Waste	$ 1,962.68	Environmental remediation- residential street & three residential driveways

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/17/2022	856273	Hansers Wrecker	Solid Waste	$ 6,605.03	Environmental remediation- residential street & three residential driveways
10/17/2022	856281	IMEG Corp	Public Safety	$ 10,059.75	Const document- 9th Ave N Parking lot site
10/17/2022	856282	Ingram Library Service	Library	$ 0.08	7671652
10/17/2022	856282	Ingram Library Service	Library	$ 26.65	7671652
10/17/2022	856282	Ingram Library Service	Library	$ 5.30	71498010
10/17/2022	856282	Ingram Library Service	Library	$ 0.01	71498010
10/17/2022	856282	Ingram Library Service	Library	$ 0.27	71498011
10/17/2022	856282	Ingram Library Service	Library	$ 78.76	71498011
10/17/2022	856282	Ingram Library Service	Library	$ 196.00	71498011
10/17/2022	856282	Ingram Library Service	Library	$ 27.29	71498012
10/17/2022	856282	Ingram Library Service	Library	$ 0.02	71498012
10/17/2022	856282	Ingram Library Service	Library	$ 17.11	71498013
10/17/2022	856282	Ingram Library Service	Library	$ 0.05	71498013
10/17/2022	856282	Ingram Library Service	Library	$ 29.49	71498013
10/17/2022	856282	Ingram Library Service	Library	$ 1,053.28	71498014
10/17/2022	856282	Ingram Library Service	Library	$ 2.65	71498014
10/17/2022	856282	Ingram Library Service	Library	$ 105.83	71498014
10/17/2022	856282	Ingram Library Service	Library	$ 239.84	71498014
10/17/2022	856282	Ingram Library Service	Library	$ 838.63	71498014
10/17/2022	856282	Ingram Library Service	Library	$ 13.57	71498015
10/17/2022	856282	Ingram Library Service	Library	$ 10.19	71573252
10/17/2022	856282	Ingram Library Service	Library	$ 30.59	71573252
10/17/2022	856282	Ingram Library Service	Library	$ 0.30	71573252
10/17/2022	856282	Ingram Library Service	Library	$ 16.52	71573253
10/17/2022	856282	Ingram Library Service	Library	$ 0.18	71573253
10/17/2022	856282	Ingram Library Service	Library	$ 33.62	71573254
10/17/2022	856282	Ingram Library Service	Library	$ 15.30	71573254
10/17/2022	856282	Ingram Library Service	Library	$ 0.53	71573254
10/17/2022	856282	Ingram Library Service	Library	$ 1.08	71573255
10/17/2022	856282	Ingram Library Service	Library	$ 62.03	71573255
10/17/2022	856282	Ingram Library Service	Library	$ 64.88	71573255
10/17/2022	856282	Ingram Library Service	Library	$ 0.14	71573256
10/17/2022	856282	Ingram Library Service	Library	$ 9.43	71573256
10/17/2022	856282	Ingram Library Service	Library	$ 11.97	71573257

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/17/2022	856282	Ingram Library Service	Library	$ 0.36	71573257
10/17/2022	856282	Ingram Library Service	Library	$ 18.27	71573257
10/17/2022	856282	Ingram Library Service	Library	$ 32.43	71573258
10/17/2022	856282	Ingram Library Service	Library	$ 0.41	71573258
10/17/2022	856282	Ingram Library Service	Library	$ 15.93	71573258
10/17/2022	856282	Ingram Library Service	Library	$ 0.03	71593574
10/17/2022	856282	Ingram Library Service	Library	$ 21.58	71593574
10/17/2022	856282	Ingram Library Service	Library	$ 11.79	71593575
10/17/2022	856282	Ingram Library Service	Library	$ 0.05	71593575
10/17/2022	856282	Ingram Library Service	Library	$ 0.02	71593576
10/17/2022	856282	Ingram Library Service	Library	$ 17.10	71593576
10/17/2022	856282	Ingram Library Service	Library	$ 208.99	71593577
10/17/2022	856282	Ingram Library Service	Library	$ 29.08	71593577
10/17/2022	856282	Ingram Library Service	Library	$ 2.90	71593577
10/17/2022	856282	Ingram Library Service	Library	$ 1,198.38	71593577
10/17/2022	856282	Ingram Library Service	Library	$ 0.01	71600788
10/17/2022	856282	Ingram Library Service	Library	$ 10.67	71600788
10/17/2022	856282	Ingram Library Service	Library	$ 65.22	71600789
10/17/2022	856282	Ingram Library Service	Library	$ 0.71	71600789
10/17/2022	856282	Ingram Library Service	Library	$ 56.08	71600789
10/17/2022	856282	Ingram Library Service	Library	$ 83.86	71600789
10/17/2022	856282	Ingram Library Service	Library	$ 168.49	71600790
10/17/2022	856282	Ingram Library Service	Library	$ 53.94	71600790
10/17/2022	856282	Ingram Library Service	Library	$ 2.02	71600790
10/17/2022	856282	Ingram Library Service	Library	$ 16.49	71600790
10/17/2022	856282	Ingram Library Service	Library	$ 153.40	71600790
10/17/2022	856282	Ingram Library Service	Library	$ 201.66	71600790
10/17/2022	856282	Ingram Library Service	Library	$ 64.97	71600791
10/17/2022	856282	Ingram Library Service	Library	$ 27.19	71671650
10/17/2022	856282	Ingram Library Service	Library	$ 0.09	71671650
10/17/2022	856282	Ingram Library Service	Library	$ 0.31	71671651
10/17/2022	856282	Ingram Library Service	Library	$ 27.60	71671651
10/17/2022	856282	Ingram Library Service	Library	$ 217.18	71671653
10/17/2022	856282	Ingram Library Service	Library	$ 90.92	71671653

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/17/2022	856282	Ingram Library Service	Library	$ 2.43	71671653
10/17/2022	856282	Ingram Library Service	Library	$ 9.59	71671654
10/17/2022	856282	Ingram Library Service	Library	$ 0.09	71671654
10/17/2022	856282	Ingram Library Service	Library	$ 10.61	71703560
10/17/2022	856282	Ingram Library Service	Library	$ 0.03	71703560
10/17/2022	856282	Ingram Library Service	Library	$ 0.04	71703561
10/17/2022	856282	Ingram Library Service	Library	$ 29.50	71703561
10/17/2022	856282	Ingram Library Service	Library	$ 11.38	71703562
10/17/2022	856282	Ingram Library Service	Library	$ 0.17	71703562
10/17/2022	856282	Ingram Library Service	Library	$ 17.11	71703562
10/17/2022	856282	Ingram Library Service	Library	$ 36.84	71703562
10/17/2022	856282	Ingram Library Service	Library	$ 10.61	71703563
10/17/2022	856282	Ingram Library Service	Library	$ 14.74	71703563
10/17/2022	856282	Ingram Library Service	Library	$ 0.06	71703563
10/17/2022	856282	Ingram Library Service	Library	$ 34.81	71703564
10/17/2022	856282	Ingram Library Service	Library	$ 0.04	71703564
10/17/2022	856282	Ingram Library Service	Library	$ 0.03	71703565
10/17/2022	856282	Ingram Library Service	Library	$ 17.70	71703565
10/17/2022	856282	Ingram Library Service	Library	$ 183.97	71761255
10/17/2022	856282	Ingram Library Service	Library	$ 1.71	71761255
10/17/2022	856282	Ingram Library Service	Library	$ 0.43	71761256
10/17/2022	856282	Ingram Library Service	Library	$ 36.15	71761256
10/17/2022	856282	Ingram Library Service	Library	$ 26.10	71761256
10/17/2022	856282	Ingram Library Service	Library	$ 0.39	71761257
10/17/2022	856282	Ingram Library Service	Library	$ 15.34	71761257
10/17/2022	856282	Ingram Library Service	Library	$ 28.88	71761257
10/17/2022	856282	Ingram Library Service	Library	$ 0.28	71761258
10/17/2022	856282	Ingram Library Service	Library	$ 18.88	71761258
10/17/2022	856282	Ingram Library Service	Library	$ 0.19	71761259
10/17/2022	856282	Ingram Library Service	Library	$ 17.70	71761259
10/17/2022	856282	Ingram Library Service	Library	$ 67.12	71761260
10/17/2022	856282	Ingram Library Service	Library	$ 17.69	71761260
10/17/2022	856282	Ingram Library Service	Library	$ 1.29	71761260
10/17/2022	856282	Ingram Library Service	Library	$ 5.97	71761261

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/17/2022	856282	Ingram Library Service	Library	$ 0.79	71761261
10/17/2022	856282	Ingram Library Service	Library	$ 42.86	71761261
10/17/2022	856282	Ingram Library Service	Library	$ 11.20	71761261
10/17/2022	856282	Ingram Library Service	Library	$ 33.10	71761262
10/17/2022	856282	Ingram Library Service	Library	$ 0.36	71761262
10/17/2022	856282	Ingram Library Service	Library	$ 0.32	71761263
10/17/2022	856282	Ingram Library Service	Library	$ 29.72	71761263
10/17/2022	856282	Ingram Library Service	Library	$ 8.99	71761264
10/17/2022	856282	Ingram Library Service	Library	$ 0.24	71761264
10/17/2022	856282	Ingram Library Service	Library	$ 962.63	71703566 One Book Billings
10/17/2022	856284	Insight Public Sector	Public Safety	$ 7,696.50	Qty. 14 service Package only
10/17/2022	856284	Insight Public Sector	Public Safety	$ 50,984.26	Qty. 14 CF-33 -i7, 16GB RAM, 512GB SSD Only
10/17/2022	856286	Invoice Cloud	Building	$ 46.63	Service for 09/01/2022 to 09/30/2022
10/17/2022	856286	Invoice Cloud	City Ins Fund	$ 138.81	Service for 09/01/2022 to 09/30/2022
10/17/2022	856286	Invoice Cloud	Parking	$ 418.18	Service for 09/01/2022 to 09/30/2022
10/17/2022	856286	Invoice Cloud	Solid Waste	$ 11,415.68	Service for 09/01/2022 to 09/30/2022
10/17/2022	856286	Invoice Cloud	Wastewater	$ 11,873.67	Service for 09/01/2022 to 09/30/2022
10/17/2022	856286	Invoice Cloud	Water	$ 15,715.34	Service for 09/01/2022 to 09/30/2022
10/17/2022	856298	L N Curtis & Sons	Public Safety	$ 9,000.00	Hydrostatic Test SCBA Cylinders & replace O-Rings
10/17/2022	856314	Montana Peterbilt	Fleet	$ 593.40	55753B PO NUM 315164
10/17/2022	856314	Montana Peterbilt	Fleet	$ 195.98	55858B PO NUM 315164
10/17/2022	856314	Montana Peterbilt	Public Safety	$ 783.72	55257B
10/17/2022	856314	Montana Peterbilt	Public Safety	$ (62.50)	CM55257B
10/17/2022	856314	Montana Peterbilt	Solid Waste	$ 516.15	4020B
10/17/2022	856314	Montana Peterbilt	Solid Waste	$ 20.64	50408B
10/17/2022	856314	Montana Peterbilt	Solid Waste	$ 52.85	55535B
10/17/2022	856314	Montana Peterbilt	Solid Waste	$ 268.69	55552B
10/17/2022	856314	Montana Peterbilt	Solid Waste	$ 662.37	55881B
10/17/2022	856314	Montana Peterbilt	Solid Waste	$ 65.94	55915B
10/17/2022	856311	MT Dept-Enviro Quality	Solid Waste	$ 32,173.50	Landfill annual Licensing fee
10/17/2022	856313	MT Municipal Interlocal	Payroll Clearing	$ 459,677.32	Workers' Compensation Program July 1, 2022 to September 30, 2022
10/17/2022	856318	Napa Auto Parts	Building	$ 249.08	426366
10/17/2022	856318	Napa Auto Parts	Fleet	$ 947.77	426532
10/17/2022	856318	Napa Auto Parts	Fleet	$ 8.48	425138 PO NUM 315160

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/17/2022	856318	Napa Auto Parts	Fleet	$ 32.75	426161 PO NUM 315160
10/17/2022	856318	Napa Auto Parts	Fleet	$ 96.00	426617 PO NUM 315160
10/17/2022	856318	Napa Auto Parts	Fleet	$ 228.90	428593 PO NUM 315160
10/17/2022	856318	Napa Auto Parts	Fleet	$ 47.88	428671 PO NUM 315160
10/17/2022	856318	Napa Auto Parts	Fleet	$ 98.24	428671 PO NUM 315160
10/17/2022	856318	Napa Auto Parts	General	$ 159.14	426773
10/17/2022	856318	Napa Auto Parts	General	$ 142.18	428678
10/17/2022	856318	Napa Auto Parts	General	$ 8.80	428814
10/17/2022	856318	Napa Auto Parts	General	$ 14.51	428931
10/17/2022	856318	Napa Auto Parts	Public Safety	$ 26.44	426399
10/17/2022	856318	Napa Auto Parts	Public Safety	$ 8.00	426403
10/17/2022	856318	Napa Auto Parts	Public Safety	$ 44.41	426610
10/17/2022	856318	Napa Auto Parts	Public Safety	$ 11.92	426702
10/17/2022	856318	Napa Auto Parts	Public Safety	$ 59.72	427407
10/17/2022	856318	Napa Auto Parts	Public Safety	$ 7.34	427814
10/17/2022	856318	Napa Auto Parts	Public Safety	$ 71.00	428392
10/17/2022	856318	Napa Auto Parts	Public Safety	$ 102.10	428835
10/17/2022	856318	Napa Auto Parts	Public Safety	$ 12.66	429000
10/17/2022	856318	Napa Auto Parts	Solid Waste	$ 94.96	426618
10/17/2022	856318	Napa Auto Parts	Solid Waste	$ 18.78	427959
10/17/2022	856318	Napa Auto Parts	Solid Waste	$ 38.50	428232
10/17/2022	856318	Napa Auto Parts	Street/Traffic	$ 35.30	427155
10/17/2022	856318	Napa Auto Parts	Wastewater	$ 56.16	428819
10/17/2022	856320	NorthWestern Energy	Airport	$ 12.12	0712534-7. Entrance Gate 16 Light. September 2022
10/17/2022	856320	NorthWestern Energy	Airport	$ 132.41	0712535-4. Employee Parking. September 2022
10/17/2022	856320	NorthWestern Energy	Airport	$ 20.38	0712791-3. Gate 16. September 2022
10/17/2022	856320	NorthWestern Energy	Airport	$ 25.52	0712795-4. Gate 17. September 2022
10/17/2022	856320	NorthWestern Energy	Airport	$ 18.64	0712797-0. Gate 9. September 2022
10/17/2022	856320	NorthWestern Energy	Airport	$ 6.00	0712805-1. IP-10. September 2022
10/17/2022	856320	NorthWestern Energy	Airport	$ 7.51	0712813-5. Burn Pit. September 2022
10/17/2022	856320	NorthWestern Energy	Airport	$ 18.13	0719759-3. Gate 12. September 2022
10/17/2022	856320	NorthWestern Energy	Airport	$ 63.39	0719760-1. Gate 14. September 2022
10/17/2022	856320	NorthWestern Energy	Airport	$ 21.26	0719761-9. Gate 15. September 2022
10/17/2022	856320	NorthWestern Energy	Airport	$ 19.01	0719762-7. Gate 13. September 2022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/17/2022	856320	NorthWestern Energy	Airport	$ 17.75	0720296-3. Gate 29. September 2022
10/17/2022	856320	NorthWestern Energy	Airport	$ 18.87	2114868-9. Runway Weather System. September 2022
10/17/2022	856320	NorthWestern Energy	Building	$ 24.89	1569631-3
10/17/2022	856320	NorthWestern Energy	Engineering	$ 39.77	Depot September charges
10/17/2022	856320	NorthWestern Energy	Facilities	$ 6.00	3866815-8
10/17/2022	856320	NorthWestern Energy	Facilities	$ 92.32	3922089-2
10/17/2022	856320	NorthWestern Energy	General	$ 886.24	0712538-8
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 6.12	0722253-2
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 6.00	0722258-1
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 12.35	0722259-9
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 8.30	0722272-2
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 17.50	0722273-0
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 8.40	0722274-8
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 81.15	0722275-5
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 28.18	0722278-9
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 12.12	0722279-7
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 6.12	0722280-5
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 6.12	0722281-3
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 6.12	0722283-9
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 6.12	0722284-7
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 12.12	0722808-3
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 8.99	0722852-1
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 8.30	0722862-0
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 58.29	0722901-6
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 6.63	0722976-8
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 148.11	0722995-8
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 74.75	0723005-5
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 6.12	0723025-3
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 24.13	0723039-4
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 6.00	0723046-9
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 22.63	0723049-3
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 18.23	0723064-2
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 18.23	0723065-9
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 4.18	0723391-9

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 103.57	0723884-3
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 18.23	0723887-6
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 26.75	0813489-2
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 23.89	0978917-3
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 40.03	0999807-1
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 6.00	1588262-4
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 12.85	1849408-8
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 24.97	1904944-4
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 35.13	1941243-6
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 6.00	3178260-0
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 133.09	3241436-9
10/17/2022	856320	NorthWestern Energy	Park Dist 1	$ 11.51	3771457-3
10/17/2022	856320	NorthWestern Energy	Parking	$ 129.97	3835890-9
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 5.53	0722272-2
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 6.12	0723384-4
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 6.00	0723385-1
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 6.00	0723386-9
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 6.00	0723388-5
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 2.80	0723391-9
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 0.72	0723392-7
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 6.87	0723393-5
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 6.12	0723394-3
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 6.12	0723395-0
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 6.12	0723396-8
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 6.12	0723397-6
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 6.12	0723398-4
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 6.12	0723835-5
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 8.30	0723836-3
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 6.25	0723840-5
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 217.52	0723879-3
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 6.63	0723883-5
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 0.83	0723885-0
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 6.76	0881455-0
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 0.12	1029192-0

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 59.14	1045813-1
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 1.17	1265177-4
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 139.21	1513796-1
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 164.78	1513800-1
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 8.75	1513802-7
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 15.63	1513804-3
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 7.37	1514388-6
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 1.29	1948667-9
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 1.56	2041362-1
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 5.35	2055817-7
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 10.49	3707234-5
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 30.32	3707235-2
10/17/2022	856320	NorthWestern Energy	Parks Maint	$ 35.98	3707236-0
10/17/2022	856320	NorthWestern Energy	Public Safety	$ 8.99	0712532-1
10/17/2022	856320	NorthWestern Energy	Public Safety	$ 456.43	0720817-6
10/17/2022	856320	NorthWestern Energy	Public Safety	$ 1,629.50	1183483-5
10/17/2022	856320	NorthWestern Energy	Street/Traffic	$ 7.75	0855404-0
10/17/2022	856320	NorthWestern Energy	Street/Traffic	$ 38.60	1045820-6
10/17/2022	856320	NorthWestern Energy	Street/Traffic	$ 16.29	3088038-9
10/17/2022	856320	NorthWestern Energy	Street/Traffic	$ 1.07	3590004-2
10/17/2022	856320	NorthWestern Energy	Street/Traffic	$ 33.64	3648861-7
10/17/2022	856320	NorthWestern Energy	Transit	$ 289.45	0719225-5
10/17/2022	856320	NorthWestern Energy	Water	$ 67.30	1160807-2
10/17/2022	856320	NorthWestern Energy	Water	$ 40.65	1346673-5
10/17/2022	856320	NorthWestern Energy	Water	$ 11.88	1867265-9
10/17/2022	856335	SRF Consulting Group	Transit	$ -	5 Year Transit Development Plan Consultant
10/17/2022	856335	SRF Consulting Group	Transit	$ 7,113.39	5 Year Transit Development Plan Consultant
10/17/2022	856336	Star Service	Wastewater	$ 3,331.35	WRF Bioreactor Flowmeter; Retainage Release
10/17/2022	856336	Star Service	Wastewater	$ 4,277.15	WRF Digester Gas Valve Install Phase 2; Retainage Release
10/17/2022	856340	Sutphen Corp	Public Safety	$ 2,819.34	40058066
10/17/2022	856349	The Salvation Army	CDBG	$ 13,618.73	CDBG-CV Grant / Mobile Meals Project
10/17/2022	856353	Torgerson's	Street/Traffic	$ 7,679.15	P01983
10/17/2022	ACH	Town & Co Supply	Airport	$ 28,246.73	Invoice #431329. QTA Car Rental Fuel
10/17/2022	ACH	Town & Co Supply	Fleet	$ 35,308.08	430829 PO NUM 315163

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/17/2022	ACH	Town & Co Supply	Public Safety	$ 849.05	431527 FIRE 5 DIESEL
10/17/2022	ACH	Town & Co Supply	Public Safety	$ 46.59	431527 FIRE 5 UNLEADED
10/17/2022	ACH	Town & Co Supply	Public Safety	$ 849.05	431528 FIRE 3 DIESEL
10/17/2022	ACH	Town & Co Supply	Public Safety	$ 1,452.33	431529 FIRE 1 DIESEL
10/17/2022	ACH	Town & Co Supply	Public Safety	$ 1,376.41	431529 FIRE 1 UNLEADED
10/17/2022	ACH	Town & Co Supply	Public Safety	$ 1,090.36	431530 FIRE 6 DIESEL
10/17/2022	856359	United Rotary Brush	Airport	$ 15,427.28	Four (4) Complete Sets of Broom Cores for Runway Brooms
10/17/2022	856360	United States Bakery	Sidewalk Const	$ 2,714.12	WO 2028. A22946. United States Bakery. R
10/17/2022	856364	Vaisala	Airport	$ 44,848.98	Upgrade to Vaisala Runway Pavement Monitoring System already in place
10/17/2022	856365	Vector Foiltec	Library	$ 4,177.26	1366 Skylight system maintenance and training maintenance II personnel
10/17/2022	856366	Vermont System	General	$ 9,150.00	VSI cloud hosting standard service-covers hosting 9/1/22-6/30/23
10/17/2022	856367	Waggoner Family Prop	Sidewalk Const	$ 5,620.60	WO 2028 C09243. Waggoner Family Properti
10/17/2022	856370	Waggoner Family Prop	Sidewalk Const	$ 4,604.12	WO 2028. C09433. Waggoneer Fam Prop. Ref
10/17/2022	856374	Yellowstone Electric	Airport	$ 4,988.00	Invoice 3092. Relocation of Electrical Panel

City Council Regular

Date:	11/28/2022
Title:	Payment of Claims for week of October 24, 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 $5,648,553.13 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 10242022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	ACH	A & I Distributors	Fleet	$ 674.40	3844150
10/24/2022	ACH	A & I Distributors	Fleet	$ 471.21	3838947 PO NUM 314639
10/24/2022	ACH	A & I Distributors	Fleet	$ 2,910.20	3839391 PO NUM 314639
10/24/2022	ACH	A & I Distributors	Fleet	$ 1,514.57	3843224 PO NUM 314639
10/24/2022	ACH	A & I Distributors	Fleet	$ 3,029.14	3845081 PO NUM 314639
10/24/2022	ACH	A & I Distributors	Public Safety	$ 137.50	FIRE 5: 55 GALLONS DEF DELIVERED
10/24/2022	ACH	A & I Distributors	Solid Waste	$ 146.34	3848848
10/24/2022	ACH	A & I Distributors	Solid Waste	$ 999.40	330GAL DEF TOTE. 10/14Z SP HITEMP EP#2 - Lubricant. Landfill.
10/24/2022	ACH	A & I Distributors	Solid Waste	$ 1,301.81	330GAL DEF TOTE. 55G PURUS RED ELC 5050 - Antifreeze. Collections.
10/24/2022	ACH	A & I Distributors	Solid Waste	$ 825.00	330GAL DEF TOTE. Collections.
10/24/2022	ACH	A & I Distributors	Street/Traffic	$ 75.00	3843396
10/24/2022	ACH	A & I Distributors	Street/Traffic	$ 825.00	def for the trucks
10/24/2022	856377	Agilent Tech	Water	$ 6,950.00	maintenance on Agilent 240 AA WTP Lab; Payment 1, Final
10/24/2022	856382	Alternatives	CDBG	$ 3,330.00	CDBG Grant / Virtual Services Project
10/24/2022	856386	Askin Const	Water	$ 832,964.40	WO 22-01 Water and Sewer Main Replacement; Payment 4
10/24/2022	856387	AT & T Corp	Airport	$ 757.63	Airport -
10/24/2022	856387	AT & T Corp	Airport	$ 25.13	MET Transit Tablets
10/24/2022	856387	AT & T Corp	Building	$ 605.21	PW-Building Cell Phones
10/24/2022	856387	AT & T Corp	Building	$ 386.10	PW-Building Surfaces
10/24/2022	856387	AT & T Corp	CDBG	$ 145.49	Comm Dev
10/24/2022	856387	AT & T Corp	Court Grants	$ 166.03	Muni Court DC
10/24/2022	856387	AT & T Corp	Engineering	$ 4,348.85	Engineering Tablets
10/24/2022	856387	AT & T Corp	Engineering	$ 218.36	PW-Engineering Cell Phones and MiFi
10/24/2022	856387	AT & T Corp	Facilities	$ 94.75	Facilities BOC
10/24/2022	856387	AT & T Corp	Facilities	$ 93.81	Facilities BOC
10/24/2022	856387	AT & T Corp	Facilities	$ 31.27	Facilities BOC
10/24/2022	856387	AT & T Corp	Facilities	$ 85.73	Facilities City Hall
10/24/2022	856387	AT & T Corp	Facilities	$ 160.20	Facilities Managers
10/24/2022	856387	AT & T Corp	General	$ 95.54	City Attorney -Legal
10/24/2022	856387	AT & T Corp	General	$ 511.99	Code Enforcement
10/24/2022	856387	AT & T Corp	General	$ 45.12	Human Resources
10/24/2022	856387	AT & T Corp	General	$ 135.62	Legal Dept -Domestic Violence
10/24/2022	856387	AT & T Corp	General	$ 86.45	Parks Seasonal
10/24/2022	856387	AT & T Corp	General	$ 247.93	PRPL - Recreation Division

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856387	AT & T Corp	General	$ 104.52	Rec Tablets
10/24/2022	856387	AT & T Corp	IT Resources	$ 50.16	IT Department -On call Phone
10/24/2022	856387	AT & T Corp	Library	$ 222.60	Library
10/24/2022	856387	AT & T Corp	Library	$ 107.11	Library Out Reach
10/24/2022	856387	AT & T Corp	P.W. Admin	$ 25.91	PWBLKNP OFFICE -60/40
10/24/2022	856387	AT & T Corp	P.W. Admin	$ 38.86	PWBLKNP OFFICE -60/40
10/24/2022	856387	AT & T Corp	Park Dist 1	$ 45.12	Parks Dept & Cemetery
10/24/2022	856387	AT & T Corp	Park Dist 1	$ 30.86	Parks Dept & Cemetery
10/24/2022	856387	AT & T Corp	Park Dist 1	$ 499.16	Parks Dept & Cemetery
10/24/2022	856387	AT & T Corp	Park Dist 1	$ 69.16	Parks Seasonal
10/24/2022	856387	AT & T Corp	Park Dist 1	$ 235.54	PRPL Parks Tablets
10/24/2022	856387	AT & T Corp	Park Dist 1	$ 452.92	PRPL Parks Tablets
10/24/2022	856387	AT & T Corp	Parking	$ 77.63	Parking Division Meter Maintenance
10/24/2022	856387	AT & T Corp	Parking	$ 225.60	Parking Phones and scanner
10/24/2022	856387	AT & T Corp	Parking	$ 225.60	Parking Phones and scanner
10/24/2022	856387	AT & T Corp	PD Program	$ 160.56	CCSIU Toughbook
10/24/2022	856387	AT & T Corp	PD Program	$ 45.38	Domestic Violence
10/24/2022	856387	AT & T Corp	Phone System	$ 65.02	IT iPads
10/24/2022	856387	AT & T Corp	Phone System	$ 3.46	Metro Cell
10/24/2022	856387	AT & T Corp	Phone System	$ 67.45	TeleComm Manager
10/24/2022	856387	AT & T Corp	Planning	$ 62.41	PLANNING
10/24/2022	856387	AT & T Corp	Public Safety	$ 272.02	Animal Control Cell Phones
10/24/2022	856387	AT & T Corp	Public Safety	$ 240.84	Animal Control -MDT
10/24/2022	856387	AT & T Corp	Public Safety	$ 288.01	Comm. Center 9-1-1
10/24/2022	856387	AT & T Corp	Public Safety	$ 40.14	Detective Chartier -Toughbook
10/24/2022	856387	AT & T Corp	Public Safety	$ 1,265.43	Fire Department Cell Phones
10/24/2022	856387	AT & T Corp	Public Safety	$ 617.78	Fire iPads -Assistant chiefs new iPads
10/24/2022	856387	AT & T Corp	Public Safety	$ 799.46	Fire iPads -Assistant chiefs new iPads
10/24/2022	856387	AT & T Corp	Public Safety	$ 214.34	Fire iPads -Assistant chiefs new iPads
10/24/2022	856387	AT & T Corp	Public Safety	$ 85.52	ICAC -Campbell and Spare
10/24/2022	856387	AT & T Corp	Public Safety	$ 1,375.54	MDT Fire
10/24/2022	856387	AT & T Corp	Public Safety	$ 3,482.76	Police Department Cell Phone
10/24/2022	856387	AT & T Corp	Public Safety	$ 3,709.72	Police MDT Toughbooks and Loaner MDT's
10/24/2022	856387	AT & T Corp	Public Safety	$ 401.40	Police MDT Toughbooks and Loaner MDT's

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856387	AT & T Corp	Public Safety	$ 274.04	Police -Resource Officers
10/24/2022	856387	AT & T Corp	Public Safety	$ 287.20	Yellowstone Co Cellular Charges -Three cradlepoints -Fire Dept. bills YC
10/24/2022	856387	AT & T Corp	Solid Waste	$ 259.24	Solid Waste Superintendant
10/24/2022	856387	AT & T Corp	Street/Traffic	$ 372.55	School Flashers
10/24/2022	856387	AT & T Corp	Street/Traffic	$ (825.00)	Street Traffic iPads
10/24/2022	856387	AT & T Corp	Street/Traffic	$ 43.34	Street Traffic iPads
10/24/2022	856387	AT & T Corp	Street/Traffic	$ 2,338.34	Street Traffic iPads
10/24/2022	856387	AT & T Corp	Transit	$ 40.07	MET Supervisor Cell Phones
10/24/2022	856387	AT & T Corp	Transit	$ 50.07	MET Supervisor Cell Phones
10/24/2022	856387	AT & T Corp	Transit	$ 100.10	MET Supervisor Cell Phones
10/24/2022	856387	AT & T Corp	Transit	$ 10.10	MET Supervisor Cell Phones
10/24/2022	856387	AT & T Corp	Transit	$ 100.62	MET Supervisor Cell Phones
10/24/2022	856387	AT & T Corp	Transit	$ 445.02	MET Transit Tablets
10/24/2022	856387	AT & T Corp	Transit	$ 25.13	MET Transit Tablets
10/24/2022	856387	AT & T Corp	Transit	$ 645.35	MET Transit Tablets
10/24/2022	856387	AT & T Corp	Wastewater	$ 180.48	PW Environmental
10/24/2022	856387	AT & T Corp	Wastewater	$ 327.28	PWBELKNAP-DIST COLL CELL PHONES 60/40
10/24/2022	856387	AT & T Corp	Wastewater	$ 474.00	PWBLKNP Electricians -Phones
10/24/2022	856387	AT & T Corp	Wastewater	$ 27.54	PWBLKNP STORES -75/25
10/24/2022	856387	AT & T Corp	Wastewater	$ 906.96	PWBLNP-Wastewater Treatment Plant
10/24/2022	856387	AT & T Corp	Wastewater	$ 296.86	PW-Distribution Collection Tablets 60/40
10/24/2022	856387	AT & T Corp	Wastewater	$ 69.68	PW-Environmental
10/24/2022	856387	AT & T Corp	Water	$ 490.93	PWBELKNAP-DIST COLL CELL PHONES 60/40
10/24/2022	856387	AT & T Corp	Water	$ 1,088.18	PWBELKNAP-WT Water Treatment
10/24/2022	856387	AT & T Corp	Water	$ 475.75	PWBLKNP COMM-METER CityWorks/Neptune
10/24/2022	856387	AT & T Corp	Water	$ 187.68	PWBLKNP MTRSHOP CELL PHONE AND IPADS
10/24/2022	856387	AT & T Corp	Water	$ 201.83	PWBLKNP MTRSHOP CELL PHONE AND IPADS
10/24/2022	856387	AT & T Corp	Water	$ 82.61	PWBLKNP STORES -75/25
10/24/2022	856387	AT & T Corp	Water	$ 445.30	PW-Distribution Collection Tablets 60/40
10/24/2022	ACH	Border States Electric	Wastewater	$ 12.12	accu bend level
10/24/2022	ACH	Border States Electric	Wastewater	$ 3,861.23	Control Room Thin Client
10/24/2022	ACH	Border States Electric	Wastewater	$ 152.69	Electrical supplies for running conduit
10/24/2022	ACH	Border States Electric	Wastewater	$ 412.72	Line Reactor for MLR Pump Drive
10/24/2022	ACH	Border States Electric	Wastewater	$ 249.64	wallplate,circuit tracer kit, supplies

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	ACH	Border States Electric	Water	$ 1,920.43	Part for failed breaker for drive in Hig
10/24/2022	ACH	Border States Electric	Water	$ 1,493.20	Radio supplies for mounting 450 MHz radi
10/24/2022	ACH	Border States Electric	Water	$ 70.65	Wire for Strobes
10/24/2022	ACH	Border States Electric	Water	$ 105.39	Wire for strobes
10/24/2022	ACH	Burns&McDonnell ENG	Water	$ 201,271.04	WO 19-42 West End Water Treatment Plant Project; Payment 27
10/24/2022	856403	Business Tax Section	Airport	$ 5,040.07	Terminal Expansion - AIP76 Eligible for Reimbursement
10/24/2022	856403	Business Tax Section	Airport	$ 560.01	Terminal Expansion - AIP76 Eligible Local Costs
10/24/2022	856403	Business Tax Section	Airport	$ 473.76	Terminal Expansion - Ineligible Local Cost
10/24/2022	856403	Business Tax Section	Arterial Str	$ 4,300.17	WO 19-15 24th Street West and Central Signal Improvements; Payment 1
10/24/2022	856403	Business Tax Section	Arterial Str	$ 329.15	WO 22-03 Contract No. 1 City Overlay; Payment 4 F
10/24/2022	856403	Business Tax Section	Facilities	$ 1,700.29	Library Application #1
10/24/2022	856403	Business Tax Section	Facilities	$ 463.34	Library oculus hail damage repair - ETFE skylightBusiness Tax
10/24/2022	856403	Business Tax Section	Haz Repair Prog	$ 313.50	WO 22-06 Sidewalk Tripper/Grind Project; Payment 2
10/24/2022	856403	Business Tax Section	Park Dist 1	$ 748.69	PVC liner at Rose Park Pool-Aquatic Renovation Systems (Renosys)
10/24/2022	856403	Business Tax Section	Park Dist 1	$ 1,701.66	WO 22-43 Ponderosa Park Irrigation System Replacement; Payment 1
10/24/2022	856403	Business Tax Section	Parking	$ 393.44	P2 S Elevator-replace hydraulic piston & jack packing, new hydraulic oil.
10/24/2022	856403	Business Tax Section	Solid Waste	$ 1,056.66	WO 20-41 Landfill Gas Collection System Lift One; Payment 3
10/24/2022	856403	Business Tax Section	Storm Sewer	$ 310.46	WO 22-25 CCTV City Storm Drain
10/24/2022	856403	Business Tax Section	Wastewater	$ 5,638.96	WO 19-21: WRF Influent Lift Station; Payment 8
10/24/2022	856403	Business Tax Section	Wastewater	$ 4,122.33	WO 22-01 Water and Sewer Main Replacement; Payment 4
10/24/2022	856403	Business Tax Section	Wastewater	$ 343.39	WO 2217 Primary Digester Cleaning; Retainage Release
10/24/2022	856403	Business Tax Section	Water	$ 2,461.13	2021 Water Replacement Project; Payment 8
10/24/2022	856403	Business Tax Section	Water	$ 25.00	Staples Pump Station 6M Valve Pit Cleaning and Painting; Invoice 8319
10/24/2022	856403	Business Tax Section	Water	$ 60.00	Staples Pump Station 6M Valve Pit Cleaning and Painting; payment 2 F
10/24/2022	856403	Business Tax Section	Water	$ 8,413.78	WO 22-01 Water and Sewer Main Replacement; Payment 4
10/24/2022	856404	C&B Operations LLC	Street/Traffic	$ 4,800.00	Cabbed tractor w/mower deck, snow blower & plow, broom
10/24/2022	856414	Cop Construction	Water	$ 14,140.62	West End Raw Water Pipeline Project
10/24/2022	856420	Cushing Terrell	Wastewater	$ 4,410.50	WRF Solar Power Feasibility assessment
10/24/2022	856423	Dell Computer	General	$ 1,725.73	Dell Latitude 5530 -i7, 32GB, 256GB, Dock -REC
10/24/2022	856423	Dell Computer	Parking	$ 1,573.12	QTY. 2 15"Mobile Precision 3560, i5, 8GB RAM, 256GB SSD-Parking On Call
10/24/2022	856424	Dell Marketing	Wastewater	$ 6,429.03	WTP Network MGMT Server; WRF Network MGM
10/24/2022	856424	Dell Marketing	Water	$ 6,429.03	WTP Network MGMT Server; WRF Network MGM
10/24/2022	856425	Development 55	Wastewater	$ 161,737.00	WO2398 P-776 Development 55 Water/Sewer Main Extension
10/24/2022	856425	Development 55	Water	$ 326,030.07	WO2398 P-776 Development 55 Water/Sewer Main Extension

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856426	Diesel Xtreme	Public Safety	$ 5,400.00	Mckenzie Enterprises 1160, 40' used shipping container for storage
10/24/2022	856427	Dixie Petro-Chem	Water	$ 1,284.12	BULK CHLORINE
10/24/2022	856427	Dixie Petro-Chem	Water	$ 17,707.20	BULK CHLORINE
10/24/2022	856428	DOWL	Storm Sewer	$ 21,759.28	WO 20-24 West End Storm System Improvements; Payment 17
10/24/2022	856428	DOWL	Wastewater	$ 33,130.06	WO 22-01 Schedules 1 & 2: Water & Sanitary Sewer Main Replacement
10/24/2022	856428	DOWL	Water	$ 28,691.29	WO 22-01 Schedules 1 & 2: Water & Sanitary Sewer Main Replacement
10/24/2022	856428	DOWL	Water	$ 69,441.14	WO 22-44 Zone 1 Water Storage Improvements
10/24/2022	856428	DOWL	Water	$ 40,102.00	WO 23-01 2023 Water and Sewer Main Replacement
10/24/2022	856431	Duval Ford	Capital Replace	$ 108,833.00	Pay invoices NGB00635; NGB 01588
10/24/2022	856433	Eastern OR Commun	Wastewater	$ 3,696.00	470 MHz SSC, Half Duplex, Mounting Brack
10/24/2022	856433	Eastern OR Commun	Wastewater	$ 3,697.50	Mounting bracket, radio parts for upgrad
10/24/2022	856433	Eastern OR Commun	Water	$ 3,696.00	470 MHz SSC, Half Duplex, Mounting Brack
10/24/2022	856433	Eastern OR Commun	Water	$ 3,697.50	Mounting bracket, radio parts for upgrad
10/24/2022	856434	EBMS	City Ins Fund	$ 61,407.54	EBMS Monthly Billings Statement November 2022
10/24/2022	856434	EBMS	City Ins Fund	$ 1,756.50	EBMS Monthly Billings Statement November 2022
10/24/2022	856434	EBMS	City Ins Fund	$ 4,993.10	EBMS Monthly Billings Statement November 2022
10/24/2022	856434	EBMS	City Ins Fund	$ 1,228.50	EBMS Monthly Billings Statement November 2022
10/24/2022	856434	EBMS	City Ins Fund	$ 995.00	EBMS Monthly Billings Statement November 2022
10/24/2022	856434	EBMS	City Ins Fund	$ 29,915.15	EBMS Monthly Billings Statement November 2022
10/24/2022	856434	EBMS	Payroll Clearing	$ 11,188.75	EBMS Monthly Billings Statement November 2022
10/24/2022	856437	Edge Const	Wastewater	$ 2,641.94	gas alert microclip, pump inlet/filter
10/24/2022	856437	Edge Const	Wastewater	$ 29.96	roller for whacker, screw/flange nut
10/24/2022	856437	Edge Const	Water	$ 576.23	cutoff wheel
10/24/2022	856437	Edge Const	Water	$ 44.93	roller for whacker, screw/flange nut
10/24/2022	856440	Elcon Corp	Arterial Str	$ 425,716.78	WO 19-15 24th Street West and Central Signal Improvements
10/24/2022	856441	Energy Labs	Water	$ 2,548.00	WTP Lab Testing
10/24/2022	856443	Escosupply	Street/Traffic	$ 1,211.68	grader cutting edges
10/24/2022	856443	Escosupply	Street/Traffic	$ 1,817.52	grader blades
10/24/2022	856444	Ethnoscience	Water	$ 4,773.70	Bureau of Reclamation Small Storage, Payment 1, Final
10/24/2022	856446	Fisher Sand & Gravel	Street/Traffic	$ 1,211.25	concrete at amend park
10/24/2022	856446	Fisher Sand & Gravel	Street/Traffic	$ 4,218.90	asphalt
10/24/2022	856446	Fisher Sand & Gravel	Street/Traffic	$ 4,223.21	asphalt
10/24/2022	856446	Fisher Sand & Gravel	Street/Traffic	$ 2,594.69	asphalt
10/24/2022	856446	Fisher Sand & Gravel	Street/Traffic	$ 89.79	asphalt

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856446	Fisher Sand & Gravel	Street/Traffic	$ 870.23	asphalt
10/24/2022	856446	Fisher Sand & Gravel	Street/Traffic	$ 375.77	asphalt
10/24/2022	856446	Fisher Sand & Gravel	Street/Traffic	$ 1,782.27	asphalt
10/24/2022	856446	Fisher Sand & Gravel	Street/Traffic	$ 2,642.04	asphalt
10/24/2022	856449	Good Earth Works	Park Dist 1	$ 168,464.54	WO 22-43 Ponderosa Park Irrigation System Replacement
10/24/2022	856450	Grainger Parts	Wastewater	$ 50.22	Hammer Drill Bits
10/24/2022	856450	Grainger Parts	Wastewater	$ 434.10	Lockout Padlock for LOTO safety
10/24/2022	856450	Grainger Parts	Water	$ 749.77	Batteries and pump for manholes
10/24/2022	856450	Grainger Parts	Water	$ 147.63	circuit breaker for Chapple A/C Unit
10/24/2022	856450	Grainger Parts	Water	$ 11.81	Combination Wrench
10/24/2022	856450	Grainger Parts	Water	$ 29.32	driver bits, for electrical work
10/24/2022	856450	Grainger Parts	Water	$ 69.10	face shield for grinding and electrical
10/24/2022	856450	Grainger Parts	Water	$ 341.40	fuses
10/24/2022	856450	Grainger Parts	Water	$ 14.04	Insert Bits
10/24/2022	856450	Grainger Parts	Water	$ 10.30	Inset Bit, for holding bits in impact dr
10/24/2022	856450	Grainger Parts	Water	$ 3,575.60	Lights for the WTP and Pump Stations
10/24/2022	856450	Grainger Parts	Water	$ 434.10	Lockout Padlock for LOTO safety
10/24/2022	856450	Grainger Parts	Water	$ 182.52	Tape for electrical work
10/24/2022	856450	Grainger Parts	Water	$ 433.40	Triangle self fusing tape for Splicing
10/24/2022	856450	Grainger Parts	Water	$ 230.08	V-GARD HARD HAT - WHITE
10/24/2022	856451	Granite Peak Analytic	City Ins Fund	$ 3,800.00	CAA Reporting 2020 and CAA Reporting 2021
10/24/2022	856453	Hach Company	Wastewater	$ 9,870.23	HACH 13271403
10/24/2022	856453	Hach Company	Wastewater	$ 5,515.48	Replacement for UV
10/24/2022	856453	Hach Company	Wastewater	$ 9,870.23	Turbidimeters for WRF
10/24/2022	856453	Hach Company	Wastewater	$ 7,639.08	Turbidimeters for WRF
10/24/2022	856457	Hawkins Inc.	Water	$ 29,820.42	AQUA HAWK COAGULANT
10/24/2022	856457	Hawkins Inc.	Water	$ 29,955.66	AQUA HAWK COAGULANT
10/24/2022	ACH	HDR, Inc	Engineering	$ 1,980.17	WO 20-33 Public Works GIS Services
10/24/2022	ACH	HDR, Inc	Engineering	$ 1,518.95	WO 20-33 Public Works GIS Services, Payment 32
10/24/2022	ACH	HDR, Inc	Light Maint	$ 380.80	WO 20-33 Public Works GIS Services, AMENDMENT 1
10/24/2022	ACH	HDR, Inc	Light Maint	$ 393.14	WO 20-33 Public Works GIS Services, Payment 32
10/24/2022	ACH	HDR, Inc	P.W. Admin	$ 3,503.36	WO 20-33 Public Works GIS Services
10/24/2022	ACH	HDR, Inc	P.W. Admin	$ 4,337.93	WO 20-33 Public Works GIS Services, Payment 32
10/24/2022	ACH	HDR, Inc	Solid Waste	$ 1,675.52	WO 20-33 Public Works GIS Services, AMENDMENT 1

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	ACH	HDR, Inc	Solid Waste	$ 1,769.13	WO 20-33 Public Works GIS Services, Pyment 32
10/24/2022	ACH	HDR, Inc	Storm Sewer	$ 4,455.36	WO 20-33 Public Works GIS Services, CO #2, AMENDMENT 1
10/24/2022	ACH	HDR, Inc	Storm Sewer	$ 4,833.82	WO 20-33 Public Works GIS Services, Payment 32
10/24/2022	ACH	HDR, Inc	Street/Traffic	$ 3,998.40	WO 20-33 Public Works GIS Services, AMENDMENT 1
10/24/2022	ACH	HDR, Inc	Street/Traffic	$ 5,955.16	WO 20-33 Public Works GIS Services, Payment 32
10/24/2022	ACH	HDR, Inc	Wastewater	$ 5,216.97	WO 20-33 Public Works GIS Services, AMENDMENT 1
10/24/2022	ACH	HDR, Inc	Wastewater	$ 6,504.66	WO 20-33 Public Works GIS Services, Payment 32
10/24/2022	ACH	HDR, Inc	Wastewater	$ 6,601.18	WO 20-44 WRF Nutrient Recovery Improvements Project
10/24/2022	ACH	HDR, Inc	Water	$ 86,360.96	WO 19-12 West End Reservoir; Payment 42
10/24/2022	ACH	HDR, Inc	Water	$ 16,869.47	WO 20-33 Public Works GIS Services, AMENDMENT 1
10/24/2022	ACH	HDR, Inc	Water	$ 19,362.09	WO 20-33 Public Works GIS Services, Payment 32
10/24/2022	ACH	HDR, Inc	Water	$ 25,070.21	WO 23-14 HDR Bureau of Reclamation Mall Storage; Payment #1
10/24/2022	856459	High Point Network	Airport	$ 5,164.00	WiFi Equipment. NASPO Master Agreement #AR3228
10/24/2022	856459	High Point Network	IT Resources	$ 142.50	#858212 -Multiple things down -Checked system -Issue is with State
10/24/2022	856459	High Point Network	IT Resources	$ 475.00	Configuring new iSCSI Juniper Switches #856510
10/24/2022	856463	Iaff	Payroll Clearing	$ 5,063.88	Payroll Summary
10/24/2022	856467	InfoSend	P.W. Admin	$ 3,970.93	Fishers Tech 1072029
10/24/2022	856467	InfoSend	P.W. Admin	$ 14,374.33	Fishers Tech 1072029
10/24/2022	856470	Invisio	Public Safety	$ 19,951.00	Tactical Communications Accessories.
10/24/2022	856472	Jacobs ENG	Solid Waste	$ 10,142.75	WO 22-27 Landfill Gas Emissions Compliance
10/24/2022	856476	Knife River	Arterial Str	$ 32,586.00	WO 22-03 Contract No. 1 City Overlay; Payment 4 Final
10/24/2022	856476	Knife River	Street/Traffic	$ 698.28	asphalt
10/24/2022	856480	L N Curtis & Sons	Public Safety	$ 3,107.00	Less Lethal Riot Gear and breaching rounds.
10/24/2022	856485	Life-Assist	Public Safety	$ 660.00	DR8031-01 GLUCAGON, 1MG, 1ML EMERGENCY KIT
10/24/2022	856485	Life-Assist	Public Safety	$ 2,180.00	GL375, EXAM GLOVES, NITRILE (SIZES: MED, LARGE, XL
10/24/2022	856486	Lyon	Fire Grants	$ 4,370.55	U.S. DOD/Israeli Ministry of Defense Joint Hazmat Training
10/24/2022	856488	Mail Tech Service	Central Services	$ 5,235.95	Postage September, 2022
10/24/2022	856488	Mail Tech Service	General	$ 581.64	Postage September, 2022
10/24/2022	856496	MFPE	Payroll Clearing	$ 2,736.64	Payroll Summary
10/24/2022	856500	Morrison Maierle	Airport	$ 4,206.59	AIP-73 Terminal Expansion - Eligible for Reimbursement
10/24/2022	856500	Morrison Maierle	Airport	$ 467.40	AIP-73 Terminal Expansion - Ineligible for Reimbursement
10/24/2022	856500	Morrison Maierle	Airport	$ 395.41	AIP-76 Terminal Expansion - eligible for local
10/24/2022	856500	Morrison Maierle	Transit	$ 26,669.90	Transit Training Parking Lot - Construction Admin
10/24/2022	856500	Morrison Maierle	Wastewater	$ 13,793.29	WO 20-01 Water/Sewer Replacement Project; payment 32

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856500	Morrison Maierle	Wastewater	$ 11,822.50	WO 20-01 Water/Sewer Replacement Project; Payment 33
10/24/2022	856500	Morrison Maierle	Wastewater	$ 17,660.31	WO 22-10 Alkali Creek Water and Sewer Extension
10/24/2022	856500	Morrison Maierle	Wastewater	$ 69,247.34	WO 23-01 2023 Water/Sewer Replacement
10/24/2022	856500	Morrison Maierle	Water	$ 35,454.27	WO 21-01 Water/Sewer Replacement Project Pioneer Park
10/24/2022	856500	Morrison Maierle	Water	$ 16,040.05	WO 21-01 Water/Sewer Replacement Project Pioneer Park
10/24/2022	856500	Morrison Maierle	Water	$ 21,584.82	WO 22-10 Alkali Creek Water and Sewer Extension
10/24/2022	856502	MPPA	Payroll Clearing	$ 3,884.37	Payroll Summary
10/24/2022	856494	MT CSED	Payroll Clearing	$ 4,545.18	Payroll Summary
10/24/2022	856495	MT Dakota Utilities	Airport	$ 185.47	129 573 1000 1. Mud Wash. October 2022
10/24/2022	856495	MT Dakota Utilities	Airport	$ 28.13	160 723 3573 6. USDA. October 2022
10/24/2022	856495	MT Dakota Utilities	Airport	$ 407.13	179 053 7751 5. New Terminal. October 2022
10/24/2022	856495	MT Dakota Utilities	Airport	$ 33.00	185 580 1000 7. TSA. October 2022
10/24/2022	856495	MT Dakota Utilities	Airport	$ 34.18	229 573 1000 0. Detail Bay 1 Hertz. October 2022
10/24/2022	856495	MT Dakota Utilities	Airport	$ 60.77	283 116 0655 3. Alpine. October 2022
10/24/2022	856495	MT Dakota Utilities	Airport	$ 507.82	285 580 1000 6
10/24/2022	856495	MT Dakota Utilities	Airport	$ 22.08	295 580 1000 4. Aero Interiors. October 2022
10/24/2022	856495	MT Dakota Utilities	Airport	$ 26.94	329 573 1000 9. Detail Bay 3 Enterprise. October 2022
10/24/2022	856495	MT Dakota Utilities	Airport	$ 30.56	429 573 1000 8. Detail Bay 4 Avis/Budget. October 2022
10/24/2022	856495	MT Dakota Utilities	Airport	$ 25.68	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. October 2022
10/24/2022	856495	MT Dakota Utilities	Airport	$ 4,539.37	595 580 1000 1
10/24/2022	856495	MT Dakota Utilities	Airport	$ 36.60	629 573 1000 6. Detail Bay 2 National/Alamo. October 2022
10/24/2022	856495	MT Dakota Utilities	Airport	$ 376.04	706 580 1000 7
10/24/2022	856495	MT Dakota Utilities	Airport	$ 136.33	788 689 5644 8. Concourse Kitchen. October 2022
10/24/2022	856495	MT Dakota Utilities	Airport	$ 22.08	846 093 3091 9. Small Meter East Rooftop. October 2022
10/24/2022	856495	MT Dakota Utilities	Airport	$ 281.35	889 373 1000 6. Car Wash. October 2022
10/24/2022	856495	MT Dakota Utilities	Park Dist 1	$ 42.14	501 473 1000 2
10/24/2022	856495	MT Dakota Utilities	Public Safety	$ 104.64	668 670 1000 2
10/24/2022	856495	MT Dakota Utilities	Wastewater	$ 65.58	596 733 1000 5
10/24/2022	856495	MT Dakota Utilities	Wastewater	$ 65.58	713 064 3190 0
10/24/2022	856495	MT Dakota Utilities	Wastewater	$ 67.98	843 879 2205 1
10/24/2022	856495	MT Dakota Utilities	Water	$ 12.84	373 580 1000 9
10/24/2022	856495	MT Dakota Utilities	Water	$ 12.84	373 580 1000 9
10/24/2022	856495	MT Dakota Utilities	Water	$ 23.27	541 380 1000 1
10/24/2022	856495	MT Dakota Utilities	Water	$ 64.41	921 580 1000 6

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856499	MT State Firemen	Payroll Clearing	$ 4,628.57	Payroll Summary
10/24/2022	856501	Mt West Holding	Street/Traffic	$ 4,685.00	inv#8175guardrail repair on zimmerman
10/24/2022	856510	North Coast Electric	Street/Traffic	$ 1,700.00	inv#S012004040.001switches for signal cabinets
10/24/2022	856510	North Coast Electric	Street/Traffic	$ 85.75	inv#S012092139.001heat shrink/elec coating for camera
10/24/2022	856510	North Coast Electric	Street/Traffic	$ 41.60	inv#S012093060.001heat shrink for unit 1109
10/24/2022	856510	North Coast Electric	Street/Traffic	$ 40.62	S012097184.001 PO NUM 315210
10/24/2022	856510	North Coast Electric	Street/Traffic	$ 2,417.40	S012097184.002 PO NUM 315211
10/24/2022	856510	North Coast Electric	Street/Traffic	$ 90.47	S012105347.001 PO NUM 315212
10/24/2022	856510	North Coast Electric	Street/Traffic	$ 14.61	wire stripper
10/24/2022	856512	Northwest Pipe	Wastewater	$ 736.57	adapter/coupling/pip/threaded cap for W
10/24/2022	856512	Northwest Pipe	Wastewater	$ 604.96	coupling and flange for Primary Digester
10/24/2022	856512	Northwest Pipe	Water	$ 31.50	1/2" X 2" BRASS NIPPLE
10/24/2022	856512	Northwest Pipe	Water	$ 170.75	1-1/2" TD METER FLANGES
10/24/2022	856512	Northwest Pipe	Water	$ 341.50	1-1/2" TD METER FLANGES
10/24/2022	856512	Northwest Pipe	Water	$ 137.40	2" TD FLANGE GASKETS - PS-1003 DROP IN
10/24/2022	856512	Northwest Pipe	Water	$ 36.13	2" TD METER FLANGES OVAL CI
10/24/2022	856512	Northwest Pipe	Water	$ 10.74	3" FLANGE GASKETS - FULL FACE #150
10/24/2022	856512	Northwest Pipe	Water	$ 8.95	3" FLANGE GASKETS - FULL FACE #150
10/24/2022	856512	Northwest Pipe	Water	$ 3,102.84	3" TRU FLO COMPOUND R900I CU/FT EC3BRWF3
10/24/2022	856512	Northwest Pipe	Water	$ 25,983.48	3/4" E-CODER WALL CU/FT METER W/RECPT ED2C11REF7
10/24/2022	856512	Northwest Pipe	Water	$ 108.40	3/4" IPS PE STIFFNER SS
10/24/2022	856512	Northwest Pipe	Water	$ 17,748.00	5/8 X 3/4 E-CODER WALL CU/FT METER L/RECEP ED2B11REF2
10/24/2022	856512	Northwest Pipe	Water	$ 17,748.00	5/8" E-CODER WALL CU.FT. - METER W/RECPT ED2A11REF7
10/24/2022	856512	Northwest Pipe	Water	$ 6,738.00	5/8" PIT REGISTER E-CODER - 202NS90607
10/24/2022	856512	Northwest Pipe	Water	$ 90.90	BLACK NIPPLE 1-1/4" X 10"
10/24/2022	856512	Northwest Pipe	Water	$ 48.75	BLACK NIPPLE 1-1/4" X 2"
10/24/2022	856512	Northwest Pipe	Water	$ 402.76	brass nipple, adapter, ball valve, bldg
10/24/2022	856512	Northwest Pipe	Water	$ 389.64	quick sling heater hanger
10/24/2022	856512	Northwest Pipe	Water	$ 26,428.00	R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S)
10/24/2022	856512	Northwest Pipe	Water	$ 13,214.00	R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S)
10/24/2022	856512	Northwest Pipe	Water	$ 2,246.00	REG E-CODER PIT 1-1/2" RH2F41
10/24/2022	856512	Northwest Pipe	Water	$ 1,247.20	ROTOR ASSY OF 3" TURBINE - 9474-001
10/24/2022	856512	Northwest Pipe	Water	$ 5.31	THRUST WASHER #K-8106 FOR - K-81 HYDRANT
10/24/2022	856512	Northwest Pipe	Water	$ 160.11	unions, nut driver, tap tool

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856512	Northwest Pipe	Water	$ 67.70	unions, nut driver, tap tool
10/24/2022	856513	NorthWestern Energy	Airport	$ 2,867.82	0100483-7. Runway Lights. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 1,336.49	0100484-5. ARFF Facility. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 5.38	1138926-9. Aero Interiors. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 68.98	1647695-4. De Icer. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 628.22	1669567-8. TSA. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 1,409.44	1993430-6. Car Wash. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 261.02	2001846-1. Mud Wash. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 300.55	2001848-7. Detail Bay 1 Hertz. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 194.16	2001855-2. Detail Bay 2 National/Alamo. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 43.11	2001862-8. Detail Bay 3 Enterprise. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 147.02	2001865-1. Detail Bay 4 Avis/Budget. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 46.30	2001867-7. Detail Bay 5 Thrifty/Dollar. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 78.74	3085107-5. New Employee Parking. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 225.00	3446396-8. USDA. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 1,009.51	3477231-9. Airport Parking Zone. October 2022
10/24/2022	856513	NorthWestern Energy	Airport	$ 11.81	3733186-5. Airport Storage. October 2022
10/24/2022	856513	NorthWestern Energy	Facilities	$ 1,831.33	0975808-7
10/24/2022	856513	NorthWestern Energy	Facilities	$ 777.71	1160802-3
10/24/2022	856513	NorthWestern Energy	Facilities	$ 1,319.13	1160804-9
10/24/2022	856513	NorthWestern Energy	Facilities	$ 2,793.46	1269391-7
10/24/2022	856513	NorthWestern Energy	General	$ 38.12	0712387-0
10/24/2022	856513	NorthWestern Energy	General	$ 38.02	0712536-2
10/24/2022	856513	NorthWestern Energy	General	$ 32.15	0720818-4
10/24/2022	856513	NorthWestern Energy	General	$ 365.97	0720821-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,042.74	SILMD 10 Acct# 0712546-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,946.98	SILMD 100 Acct# 0712559-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,646.64	SILMD 107 Acct# 0712560-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 4,129.67	SILMD 109 Acct# 0712561-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 194.16	SILMD 113 Acct# 0712562-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 888.67	SILMD 114 Acct# 0712563-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 209.11	SILMD 115 Acct# 0712564-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 548.88	SILMD 116 Acct# 0712565-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 2,985.97	SILMD 117 Acct# 0712566-9

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 191.46	SILMD 118 Acct# 0712567-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 116.61	SILMD 119 Acct# 0712568-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 2,352.33	SILMD 121 Acct# 0712570-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 176.39	SILMD 122 Acct# 0712571-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 313.66	SILMD 123 Acct# 0712572-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 914.81	SILMD 124 Acct# 0712573-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 365.90	SILMD 125 Acct# 0712574-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 182.96	SILMD 126 Acct# 0712575-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 661.40	SILMD 127 Acct# 0712576-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 462.99	SILMD 128 Acct# 0712577-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 313.66	SILMD 129 Acct# 0712578-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 4,617.68	SILMD 13 Acct# 0721276-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 112.05	SILMD 130 Acct# 0712579-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 810.24	SILMD 131 Acct# 0712580-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 208.08	SILMD 133 Acct# 0712581-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 480.20	SILMD 134 Acct# 0712582-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 485.03	SILMD 135 Acct# 0712583-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 444.32	SILMD 136 Acct# 0712584-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 349.44	SILMD 137 Acct# 0712585-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 705.70	SILMD 138 Acct# 0712586-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 235.23	SILMD 139 Acct# 0712587-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 2,164.13	SILMD 14 Acct# 0721277-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 548.88	SILMD 143 Acct# 0712588-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 26.11	SILMD 144 Acct# 0712589-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 440.94	SILMD 145 Acct# 0712590-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 339.77	SILMD 146 Acct# 0712591-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 412.65	SILMD 147 Acct# 0712592-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,555.81	SILMD 149 Acct# 0712593-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 705.51	SILMD 150 Acct# 0712594-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 601.15	SILMD 151 Acct# 0712595-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 4,056.88	SILMD 152 Acct# 0712596-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 507.08	SILMD 153 Acct# 0712597-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,146.46	SILMD 154 Acct# 0712598-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 470.47	SILMD 155 Acct# 0712599-0

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 859.84	SILMD 157 Acct# 0712600-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 757.97	SILMD 158 Acct# 0712601-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 910.85	SILMD 159 Acct# 0712602-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 679.57	SILMD 160 Acct# 0712603-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 992.14	SILMD 161 Acct# 0712604-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 44.50	SILMD 162 Acct# 0712605-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 709.17	SILMD 163 Acct# 0712606-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 352.75	SILMD 164 Acct# 0712607-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 836.39	SILMD 165 Acct# 0712608-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 220.47	SILMD 167 Acct# 0712609-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,084.75	SILMD 17 Acct# 0712553-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 529.13	SILMD 171 Acct# 0712610-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 480.20	SILMD 172 Acct# 0712611-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,102.34	SILMD 173 Acct# 0712612-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 925.97	SILMD 174 Acct# 0712613-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 308.64	SILMD 175 Acct# 0712614-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 31.79	SILMD 176 Acct# 0712615-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 242.52	SILMD 178 Acct# 0712616-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 485.03	SILMD 179 Acct# 0712617-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 94.79	SILMD 18 Acct# 0712554-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 330.72	SILMD 180 Acct# 0712618-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,594.36	SILMD 181 Acct# 0712619-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 551.19	SILMD 182 Acct# 0712620-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,102.34	SILMD 183 Acct# 0712621-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 352.75	SILMD 184 Acct# 0712622-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 132.29	SILMD 185 Acct# 0712623-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 655.33	SILMD 186 Acct# 0712624-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 220.47	SILMD 187 Acct# 0712625-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 264.58	SILMD 188 Acct# 0712626-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 220.47	SILMD 189 Acct# 0712627-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,146.46	SILMD 190 Acct# 0712628-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 393.49	SILMD 191 Acct# 0712629-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 286.60	SILMD 192 Acct# 0712630-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 705.51	SILMD 193 Acct# 0712631-1

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 287.43	SILMD 194 Acct# 0712632-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 229.95	SILMD 195 Acct# 0712633-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 73.44	SILMD 196 Acct# 0712634-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 73.44	SILMD 197 Acct# 0712635-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 110.24	SILMD 198 Acct# 0712636-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 95.20	SILMD 200 Acct# 0712637-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 462.99	SILMD 201 Acct# 0712638-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ -	SILMD 202 Acct# 0712639-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 19.58	SILMD 203 Acct# 0712640-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 424.60	SILMD 204 Acct# 0712641-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 25.43	SILMD 205 Acct# 0712642-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 308.64	SILMD 206 Acct# 0712643-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 352.75	SILMD 207 Acct# 0712644-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 259.56	SILMD 208 Acct# 0712645-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 507.08	SILMD 209 Acct# 0712646-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 88.13	SILMD 210 Acct# 0712647-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 48.97	SILMD 211 Acct# 0712648-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 48.97	SILMD 212 Acct# 0712649-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 29.38	SILMD 213 Acct# 0712650-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 355.94	SILMD 214 Acct# 0712651-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 132.29	SILMD 216 Acct# 0712652-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 373.33	SILMD 217 Acct# 0712653-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 282.48	SILMD 220 Acct# 0712654-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 6.35	SILMD 221 Acct# 0712655-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 77.64	SILMD 222 Acct# 0712656-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 117.51	SILMD 223 Acct# 0712657-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,347.02	SILMD 224 Acct# 0712658-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 409.18	SILMD 225 Acct# 0712659-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 224.00	SILMD 226 Acct# 0712660-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 615.43	SILMD 227 Acct# 0712661-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 757.97	SILMD 228 Acct# 0712662-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 392.07	SILMD 229 Acct# 0712663-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 914.80	SILMD 230 Acct# 0712664-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 548.88	SILMD 231 Acct# 0712665-9

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 2,378.49	SILMD 232 Acct# 0712666-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 858.05	SILMD 233 Acct# 0712667-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 485.34	SILMD 234 Acct# 0712668-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 542.83	SILMD 235 Acct# 0712669-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 172.44	SILMD 236 Acct# 0712670-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 374.81	SILMD 237 Acct# 0712671-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 12.71	SILMD 238 Acct# 0712672-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 88.19	SILMD 239 Acct# 0712673-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 413.88	SILMD 240 Acct# 0712674-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 550.10	SILMD 241 Acct# 0712675-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 78.40	SILMD 242 Acct# 0712676-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 104.55	SILMD 244 Acct# 0712677-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 69.72	SILMD 245 Acct# 0712678-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 313.66	SILMD 246 Acct# 0712679-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 925.06	SILMD 247 Acct# 0712680-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 2,587.56	SILMD 249 Acct# 0718734-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 206.97	SILMD 250 Acct# 0719001-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 3,664.28	SILMD 251 Acct# 0718801-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 522.74	SILMD 252 Acct# 0719162-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,719.33	SILMD 253 Acct# 0719644-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 155.28	SILMD 254 Acct# 0719763-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 172.77	SILMD 255 Acct# 0720813-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 923.40	SILMD 257 Acct# 0720360-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 2,468.09	SILMD 258 Acct# 0720606-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,499.98	SILMD 259 Acct# 0720810-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 470.47	SILMD 261 Acct# 0720705-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 2,924.25	SILMD 262 Acct# 0720937-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 996.47	SILMD 263 Acct# 0720716-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 169.39	SILMD 264 Acct# 0721427-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 343.22	SILMD 265 Acct# 0721556-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 47.23	SILMD 266 Acct# 0721684-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 451.96	SILMD 270 Acct# 0906944-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 903.06	SILMD 271 Acct# 0995095-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 2,677.51	SILMD 272 Acct# 0905005-5

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 194.33	SILMD 273 Acct# 0926386-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 492.62	SILMD 276 Acct# 0961926-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 806.54	SILMD 277 Acct# 1058710-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 218.44	SILMD 278 Acct# 1087619-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 56.05	SILMD 279 Acct# 1124127-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 597.84	SILMD 280 Acct# 1045653-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 483.55	SILMD 283 Acct# 1172743-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 308.57	SILMD 285 Acct# 1206985-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 231.14	SILMD 286 Acct# 1296582-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,756.10	SILMD 288 Acct# 1303978-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 230.73	SILMD 289 Acct# 1685375-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 127.15	SILMD 290 Acct# 1433921-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 575.01	SILMD 292 Acct# 1481532-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 220.47	SILMD 293 Acct# 1481534-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 440.94	SILMD 294 Acct# 1481535-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 104.55	SILMD 295 Acct# 1481536-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,168.50	SILMD 296 Acct# 1481537-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 198.42	SILMD 297 Acct# 1481539-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 176.39	SILMD 298 Acct# 1481540-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 386.86	SILMD 300 Acct# 1662840-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 5,478.51	SILMD 301 Acct# 1687005-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 266.37	SILMD 302 Acct# 1607534-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 858.86	SILMD 305 Acct# 1695873-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 197.14	SILMD 306 Acct# 1740353-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 2,724.66	SILMD 307 Acct# 2049005-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 256.82	SILMD 308 Acct# 2072459-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 357.37	SILMD 309 Acct# 2001311-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 224.31	SILMD 310 Acct# 2060519-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 256.06	SILMD 311 Acct# 3014475-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 229.03	SILMD 312 Acct# 3146127-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 331.50	SILMD 315 Acct# 3305804-1
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,148.61	SILMD 316 Acct# 3291842-7
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 90.78	SILMD 317 Acct# 3253826-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 787.05	SILMD 318 Acct# 3372018-6

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 56.49	SILMD 320 Acct# 0712569-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 420.93	SILMD 321 Acct# 3338917-2
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 89.84	SILMD 322 Acct# 3402033-9
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 719.81	SILMD 323 Acct# 3597170-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 321.79	SILMD 324 Acct# 1246537-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 238.98	SILMD 325 Acct# 3587598-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 107.56	SILMD 326 Acct# 3840455-4
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 176.39	SILMD 327 Acct# 3810801-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 630.81	SILMD 328 Acct# 3894879-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 79.67	SILMD 329 Acct# 3939032-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 243.13	SILMD 330 Acct# 3951594-5
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 363.54	SILMD 8 Acct# 0712544-6
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 337.21	SILMD 9 Acct# 0712545-3
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 521.14	SILMD 95 Acct# 0712556-0
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 9,200.48	SILMD 97 Acct# 0712557-8
10/24/2022	856514	NorthWestern Energy	Light Maint	$ 1,037.89	SILMD 99 Acct# 0712558-6
10/24/2022	856513	NorthWestern Energy	Park Dist 1	$ 1,117.28	0722287-0
10/24/2022	856513	NorthWestern Energy	Park Dist 1	$ 774.00	0723045-1
10/24/2022	856513	NorthWestern Energy	Park Dist 1	$ 314.53	1191404-1
10/24/2022	856513	NorthWestern Energy	Park Dist 1	$ 11.62	1836666-6
10/24/2022	856513	NorthWestern Energy	Park Dist 1	$ 61.55	3999603-08
10/24/2022	856513	NorthWestern Energy	Public Safety	$ 728.70	0871546-8
10/24/2022	856513	NorthWestern Energy	Solid Waste	$ 1,538.31	3252194-0
10/24/2022	856513	NorthWestern Energy	Street/Traffic	$ 0.36	1740357-7
10/24/2022	856513	NorthWestern Energy	Street/Traffic	$ 1.17	1748896-6
10/24/2022	856514	NorthWestern Energy	Street/Traffic	$ 12,030.57	Signal Bills Sept
10/24/2022	856513	NorthWestern Energy	Transit	$ 2,253.62	0100473-8. Monad Road. October 2022
10/24/2022	856513	NorthWestern Energy	Wastewater	$ 66,864.47	0100591-7
10/24/2022	856513	NorthWestern Energy	Wastewater	$ -	0100606-3
10/24/2022	856513	NorthWestern Energy	Wastewater	$ 158.79	389 62nd Street Lift Entrance
10/24/2022	856513	NorthWestern Energy	Water	$ 1,224.96	0100485-2
10/24/2022	856513	NorthWestern Energy	Water	$ 8,863.12	0100540-4
10/24/2022	856513	NorthWestern Energy	Water	$ -	0100606-3
10/24/2022	856513	NorthWestern Energy	Water	$ -	0100606-3

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856513	NorthWestern Energy	Water	$ 14,043.08	0722264-9
10/24/2022	856513	NorthWestern Energy	Water	$ 11,052.10	0723040-2
10/24/2022	856513	NorthWestern Energy	Water	$ 6.00	0723059-2
10/24/2022	856513	NorthWestern Energy	Water	$ 1,071.89	1116452-2
10/24/2022	856513	NorthWestern Energy	Water	$ 135.34	1142253-2
10/24/2022	856513	NorthWestern Energy	Water	$ 710.86	5809 Canyonwoods Dr
10/24/2022	856521	Precision Concrete	Haz Repair Prog	$ 31,036.50	WO 22-06 Sidewalk Tripper/Grind Project; Payment 2
10/24/2022	856522	Public Utilities	Airport	$ 21,937.78	136516
10/24/2022	856522	Public Utilities	Facilities	$ 538.54	158260
10/24/2022	856522	Public Utilities	Park Dist 1	$ 104.97	255552
10/24/2022	856522	Public Utilities	Parking	$ 89.59	102086
10/24/2022	856522	Public Utilities	Parking	$ 360.69	102980
10/24/2022	856522	Public Utilities	Parking	$ 10.85	102981
10/24/2022	856522	Public Utilities	Parks Maint	$ 147.93	102418
10/24/2022	856522	Public Utilities	Parks Maint	$ 294.89	136113
10/24/2022	856522	Public Utilities	Street/Traffic	$ 3,908.05	180332
10/24/2022	856522	Public Utilities	Street/Traffic	$ 11.77	180334
10/24/2022	856522	Public Utilities	Street/Traffic	$ 11.77	181505
10/24/2022	856522	Public Utilities	Street/Traffic	$ 189.29	243346
10/24/2022	856522	Public Utilities	Street/Traffic	$ 358.33	259589
10/24/2022	856522	Public Utilities	Street/Traffic	$ 1,054.30	259590
10/24/2022	856522	Public Utilities	Street/Traffic	$ 13.37	259591
10/24/2022	856522	Public Utilities	Street/Traffic	$ 1,011.98	271609
10/24/2022	856522	Public Utilities	Wastewater	$ 2,127.30	111176
10/24/2022	856525	Record Steel & Const	Wastewater	$ 558,256.34	WO 19-21: WRF Influent Lift Station; Payment 8
10/24/2022	ACH	Rexel USA	Wastewater	$ 30.87	1P 120V 10K, for WRF electrical panel fo
10/24/2022	ACH	Rexel USA	Wastewater	$ 2,805.80	Cordless Cannon Pipe Threading machine f
10/24/2022	ACH	Rexel USA	Wastewater	$ 3,030.50	Tugger for Pulling Wire
10/24/2022	ACH	Rexel USA	Water	$ 2,805.80	Cordless Cannon Pipe Threading machine f
10/24/2022	ACH	Rexel USA	Water	$ 103.12	Hinge, for Strobes at WTP
10/24/2022	ACH	Rexel USA	Water	$ 609.18	Supplies for various electrical works.
10/24/2022	ACH	Rexel USA	Water	$ 3,030.50	Tugger for Pulling Wire
10/24/2022	856526	Rimrock Foundation	Court Grants	$ 2,340.00	22 Sept. Rimrock Ancillary Groups
10/24/2022	856526	Rimrock Foundation	Court Grants	$ 4,557.09	22 Sept. Rimrock No Ins. Copays, Deduct.

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856526	Rimrock Foundation	Court Grants	$ 484.06	22 Sept. Rimrock Psych. Services
10/24/2022	856526	Rimrock Foundation	Court Grants	$ 200.00	22 Sept. Rimrock Screenings
10/24/2022	856528	Rocky Mt Compost	Park Donate	$ 2,540.00	compost for dehler - 22912
10/24/2022	856529	Rocky Mt Health Network	City Ins Fund	$ 7,800.00	Healthy Is Corporate Wellness and Health Behavior September 2022
10/24/2022	856530	Roll N Rack LLC	Public Safety	$ 8,800.00	Power Hose Roller- Efficiency Package & Go Pack
10/24/2022	856530	Roll N Rack LLC	Public Safety	$ 465.00	SHIPPING, STANDARD, CONTIGUOUS U.S.
10/24/2022	856532	Russell Industries	Wastewater	$ 12,770.00	Submersible pump for New Influent Lift Station Wetwell
10/24/2022	856532	Russell Industries	Wastewater	$ 600.00	Submersible pump for New Influent Lift Station Wetwell
10/24/2022	856535	Sanderson Stewart	Arterial Str	$ 3,713.72	WO 09-12 Inner Belt Loop
10/24/2022	856535	Sanderson Stewart	Tax Incrmnt S	$ 24,894.44	SBURA Streets Improvements Phase 1
10/24/2022	856535	Sanderson Stewart	Tax Incrmnt S	$ 60,622.80	WO 21-42 SBURA Streets improvements, Phase 1
10/24/2022	856536	SAVECO N Am	Wastewater	$ 8,011.50	Torq Link, Pivoting Linkage Swing, Beari
10/24/2022	856538	Shepherd Sandblast & Paint	Water	$ 5,940.00	Staples pump Station 6M Valve Pit Cleaning and Painting; Payment 2
10/24/2022	856544	Sletten Const	Airport	$ 498,966.85	Terminal Expansion - AIP76 Eligible For Reimbursement
10/24/2022	856544	Sletten Const	Airport	$ 55,440.76	Terminal Expansion - AIP76 Eligible Local
10/24/2022	856544	Sletten Const	Airport	$ 46,902.16	Terminal Expansion - Ineligible Costs
10/24/2022	856548	St V Occupational	Airport	$ 190.00	Drug Tests, On-site nursing, DOT testing,
10/24/2022	856548	St V Occupational	City Ins Fund	$ 655.25	Drug Tests, On-site nursing, DOT testing,
10/24/2022	856548	St V Occupational	General	$ 1,760.00	Drug Tests, On-site nursing, DOT testing,
10/24/2022	856548	St V Occupational	Public Safety	$ 840.00	Drug Tests, On-site nursing, DOT testing,
10/24/2022	856548	St V Occupational	Public Safety	$ 20.00	Drug Tests, On-site nursing, DOT testing,
10/24/2022	856548	St V Occupational	Public Safety	$ 20.00	Drug Tests, On-site nursing, DOT testing,
10/24/2022	856548	St V Occupational	Solid Waste	$ 240.00	Drug Tests, On-site nursing, DOT testing,
10/24/2022	856548	St V Occupational	Solid Waste	$ 95.00	Drug Tests, On-site nursing, DOT testing,
10/24/2022	856548	St V Occupational	Street/Traffic	$ 95.00	Drug Tests, On-site nursing, DOT testing,
10/24/2022	856548	St V Occupational	Transit	$ 95.00	Drug Tests, On-site nursing, DOT testing,
10/24/2022	856548	St V Occupational	Transit	$ 190.00	Drug Tests, On-site nursing, DOT testing,
10/24/2022	856548	St V Occupational	Wastewater	$ 114.00	Drug Tests, On-site nursing, DOT testing,
10/24/2022	856548	St V Occupational	Water	$ 171.00	Drug Tests, On-site nursing, DOT testing,
10/24/2022	856554	T.W. Clark Const	Facilities	$ 8,416.47	Correct the retainage amount taken out on I23-004116.
10/24/2022	856558	TESSCO	Water	$ 75.42	female adapter for Coax Connections
10/24/2022	856558	TESSCO	Water	$ 2,922.56	LMR- 600 flooded Braid for radio work
10/24/2022	ACH	Town & Co Supply	Airport	$ 16,546.16	Invoice #429118. Unleaded & Dyed #1
10/24/2022	ACH	Town & Co Supply	Fleet	$ 32,025.65	430187 PO NUM 315209

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	ACH	Town & Co Supply	Fleet	$ 34,926.81	430840 PO NUmber 315206
10/24/2022	ACH	Town & Co Supply	General	$ 1,372.75	diesel fuel for cemetery - 430690
10/24/2022	ACH	Town & Co Supply	Transit	$ 26,807.73	431326 PO NUM 315202. 5999 Gallons Dyed #2
10/24/2022	ACH	Town & Co Supply	Wastewater	$ 3,299.45	FUEL WWTP
10/24/2022	ACH	Tractor & Equipt	Park Dist 1	$ 4,150.50	air compressor for winterization in parks-13382901
10/24/2022	856567	USDA APHIS	Airport	$ 3,807.49	Bill #3004374372. Wildlife Services Through September 2022
10/24/2022	856568	Verizon Wireless	Airport	$ 51.62	Airport
10/24/2022	856568	Verizon Wireless	Engineering	$ 136.60	PW-Engineering
10/24/2022	856568	Verizon Wireless	Fleet	$ 106.64	Motor Pool
10/24/2022	856568	Verizon Wireless	General	$ 167.89	City Administrator 0100-13130-403450
10/24/2022	856568	Verizon Wireless	General	$ 40.01	Tina Hoeger Laptop
10/24/2022	856568	Verizon Wireless	General	$ 27.32	Victoria Hill -Laptop
10/24/2022	856568	Verizon Wireless	Park Dist 1	$ 52.34	PRPL-PARKS
10/24/2022	856568	Verizon Wireless	Parking	$ 52.30	PRKING Enforcement (Parking)
10/24/2022	856568	Verizon Wireless	PD Program	$ 373.77	CCSIU Cell/PTT
10/24/2022	856568	Verizon Wireless	PD Program	$ 80.02	CCSIU RAVEN
10/24/2022	856568	Verizon Wireless	Public Safety	$ 268.32	Fire MDT
10/24/2022	856568	Verizon Wireless	Public Safety	$ 520.15	MDT Toughbooks
10/24/2022	856568	Verizon Wireless	Public Safety	$ 80.02	Police iPads
10/24/2022	856568	Verizon Wireless	Public Safety	$ 40.01	Police MiFi
10/24/2022	856568	Verizon Wireless	Public Safety	$ 41.53	Police -Mike Robinson
10/24/2022	856568	Verizon Wireless	Solid Waste	$ 109.28	PW-Solid Waste
10/24/2022	856568	Verizon Wireless	Solid Waste	$ 207.20	PW-SW-ON CALL Solid Waste On Call
10/24/2022	856568	Verizon Wireless	Solid Waste	$ 23.71	PW-SW-ON CALL Solid Waste On Call
10/24/2022	856568	Verizon Wireless	Solid Waste	$ 524.52	Solid Waste Tablets -Routware
10/24/2022	856568	Verizon Wireless	Street/Traffic	$ 174.67	PW-Streets iPads
10/24/2022	856568	Verizon Wireless	Street/Traffic	$ 136.60	PW-Streets City Works
10/24/2022	856568	Verizon Wireless	Street/Traffic	$ 195.08	PW-STRT TRFC Streets
10/24/2022	856568	Verizon Wireless	Transit	$ 309.02	MET AVL
10/24/2022	856568	Verizon Wireless	Transit	$ 2,090.54	MET Max Transit
10/24/2022	856568	Verizon Wireless	Wastewater	$ 400.10	MET Tablets
10/24/2022	856568	Verizon Wireless	Water	$ 27.32	PW Belknap Meter Shop
10/24/2022	856568	Verizon Wireless	Water	$ 27.32	PWBLKNP Water Treatment
10/24/2022	856568	Verizon Wireless	Water	$ 94.69	PWBLNP Comm-Meter CityWorks/Neptune

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856568	Verizon Wireless	Water	$ 40.01	PWBLNP Comm-Meter CityWorks/Neptune
10/24/2022	856569	Wendbill LLC	Tax Incrmnt S	$ 154,801.00	SBURA Development Incentive for Wendy's
10/24/2022	856570	Wilbur Ellis Co	Park Dist 1	$ 400.00	fertilizer - 15362812
10/24/2022	856570	Wilbur Ellis Co	Park Dist 1	$ 1,306.50	fertilizer - 15364884
10/24/2022	856570	Wilbur Ellis Co	Park Dist 1	$ 1,680.00	fertilizer - 15389101
10/24/2022	856570	Wilbur Ellis Co	Park Dist 1	$ 744.00	fertilizer-15373827
10/24/2022	856570	Wilbur Ellis Co	Park Dist 1	$ 5,040.00	fertilizer-15387012
10/24/2022	856570	Wilbur Ellis Co	Park Dist 1	$ 45.00	spray system cleaner
10/24/2022	856572	Wilson Bros Const	Water	$ 243,652.35	2021 Water Replacement Project; Payment 8
10/24/2022	856575	Yellowstone Co News	Airport	$ 9.60	Airport
10/24/2022	856575	Yellowstone Co News	Airport	$ 66.80	Airport
10/24/2022	856575	Yellowstone Co News	Building	$ 19.20	Building
10/24/2022	856575	Yellowstone Co News	CDBG	$ 19.20	Community Develope
10/24/2022	856575	Yellowstone Co News	CDBG	$ 76.80	Community Development
10/24/2022	856575	Yellowstone Co News	Engineering	$ 976.80	Engineering
10/24/2022	856575	Yellowstone Co News	Engineering	$ 366.70	Engineering
10/24/2022	856575	Yellowstone Co News	Facilities	$ 38.40	Facilities
10/24/2022	856575	Yellowstone Co News	Fire Grants	$ 28.80	Fire
10/24/2022	856575	Yellowstone Co News	General	$ 29.25	Admin- prorated subscription for Victoria
10/24/2022	856575	Yellowstone Co News	General	$ 19.20	Administration
10/24/2022	856575	Yellowstone Co News	General	$ 52.90	Administration
10/24/2022	856575	Yellowstone Co News	General	$ 24.10	Administration
10/24/2022	856575	Yellowstone Co News	General	$ 19.20	Administration
10/24/2022	856575	Yellowstone Co News	General	$ 115.20	Finance
10/24/2022	856575	Yellowstone Co News	General	$ 28.80	Human Resources
10/24/2022	856575	Yellowstone Co News	Library	$ 19.20	Library
10/24/2022	856575	Yellowstone Co News	Library	$ 19.20	Library
10/24/2022	856575	Yellowstone Co News	P.W. Admin	$ 90.90	Public Works
10/24/2022	856575	Yellowstone Co News	P.W. Admin	$ 9.60	Public Works
10/24/2022	856575	Yellowstone Co News	Park Dist 1	$ 19.20	Parks & Rec
10/24/2022	856575	Yellowstone Co News	Park Dist 1	$ 19.20	Parks & Rec
10/24/2022	856575	Yellowstone Co News	Parking	$ 9.80	Parking
10/24/2022	856575	Yellowstone Co News	Parking	$ 19.60	Parking
10/24/2022	856575	Yellowstone Co News	Planning	$ 318.00	Planning

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/24/2022	856575	Yellowstone Co News	Planning	$ 4.90	Planning
10/24/2022	856575	Yellowstone Co News	Planning	$ 360.90	Planning
10/24/2022	856575	Yellowstone Co News	Planning	$ 365.60	Planning - missed with July payment
10/24/2022	856575	Yellowstone Co News	Planning	$ 19.20	Yellowstone Historic Preservation Board
10/24/2022	856575	Yellowstone Co News	Public Safety	$ 28.80	Fire
10/24/2022	856575	Yellowstone Co News	Public Safety	$ 19.20	Police
10/24/2022	856575	Yellowstone Co News	Public Safety	$ 19.20	Police
10/24/2022	856575	Yellowstone Co News	Street/Traffic	$ 71.50	Public Works
10/24/2022	856575	Yellowstone Co News	Tax Incrmnt S	$ 19.20	Planning
10/24/2022	856575	Yellowstone Co News	Tax Incrmnt S	$ 28.80	Planning
10/24/2022	856575	Yellowstone Co News	Tax Incrmnt S	$ 19.20	Planning - missed with July payment
10/24/2022	856575	Yellowstone Co News	Transit	$ 9.60	Airport
10/24/2022	856575	Yellowstone Co News	Transit	$ 9.60	Airport
10/24/2022	856575	Yellowstone Co News	Transit	$ 19.20	Transit
10/24/2022	856576	Yellowstone Co Sheriff	PD Program	$ 8,538.00	1/2 Share of PE/PI $.
10/24/2022	856576	Yellowstone Co Sheriff	PD Program	$ 3,761.42	Overtime.

City Council Regular

Date:	11/28/2022
Title:	Payment of Claims for week of October 31, 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 $2,349,879.06 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 10312022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/31/2022	856579	3 Bull Contracting	Park Dist 1	$ 67,250.20	construct playground pod for new playground equipment at Castle Rock park
10/31/2022	856583	Advanced Employment	Solid Waste	$ 301.60	Contract Labor. Landfill.
10/31/2022	856583	Advanced Employment	Solid Waste	$ 2,299.72	Contract labor. Landfill.
10/31/2022	856583	Advanced Employment	Solid Waste	$ 254.48	Contract Labor. Landfill.
10/31/2022	856583	Advanced Employment	Solid Waste	$ 452.40	Contract labor. Landfill.
10/31/2022	856584	Advanced Eng & Enviro	Water	$ 9,729.75	WO 22-20 WTP High Service Pump Station HVAC Upgrades
10/31/2022	856584	Advanced Eng & Enviro	Water	$ 26,516.00	WO 22-45 Willett and Christensen Pump Station Improvements
10/31/2022	856585	Advantage Companies	Library	$ 9,030.00	36310 Annual Microfilm subscription w/digital access
10/31/2022	856586	All Color Embroidery	Public Safety	$ 1,350.00	34583
10/31/2022	856586	All Color Embroidery	Public Safety	$ 1,575.00	34641
10/31/2022	856586	All Color Embroidery	Public Safety	$ 664.00	34651
10/31/2022	856591	Am Assoc Airport Exec	Airport	$ 550.00	AAAE Membership Shane Ketterling, Kevin Ploehn 12/1/2022 - 11/30/2023
10/31/2022	856591	Am Assoc Airport Exec	Airport	$ 18,000.00	AAAE Federal Affairs Membership January 1, 2023 - December 31, 2023
10/31/2022	856595	Askin Const	Gas Tax	$ 18,437.29	SID 1411 Park Lane Paving; Payment 5 F
10/31/2022	856595	Askin Const	Gas Tax	$ 130,498.12	WO 21-11Highwood Dr Reconstruction; Payment 6 F
10/31/2022	856595	Askin Const	Gas Tax	$ 52,490.35	WO 21-11Highwood Dr Reconstruction; Payment 6 F
10/31/2022	856595	Askin Const	SID Const	$ 5,666.43	SID 1411 Park Lane Paving; Payment 5 F
10/31/2022	856595	Askin Const	Sidewalk Const	$ 55,329.13	WO 21-11Highwood Dr Reconstruction; Payment 6 F
10/31/2022	856596	AssetWorks	Fleet	$ 5,850.00	Additional Licenses for vehicles/units in Assetworks.
10/31/2022	856600	Billings Mustangs	Ballprk Donate	$ 13,371.65	Billings American Legion Baseball 2022 season - 1007-22
10/31/2022	856605	Carahsoft Tech Corp	General	$ 17,536.05	DocuSign Yearly Renewal; FY 2023
10/31/2022	856621	Dana Safety Supply	Public Safety	$ 4,890.84	816442
10/31/2022	856621	Dana Safety Supply	Public Safety	$ 586.08	816449
10/31/2022	856624	Denny Menholt Frontier	Public Safety	$ 135.62	206779
10/31/2022	856624	Denny Menholt Frontier	Public Safety	$ 1,787.20	420048
10/31/2022	856624	Denny Menholt Frontier	Public Safety	$ 150.00	420293
10/31/2022	856624	Denny Menholt Frontier	Public Safety	$ 611.30	422385
10/31/2022	856626	DOWL	Arterial Streets	$ 1,514.95	24th St W/Central Ave Signal Improvements
10/31/2022	856626	DOWL	Arterial Streets	$ 5,019.00	24th St W/Central Ave Signal Improvements
10/31/2022	856630	Empire Garage Owners	Parking	$ 8,699.59	10192022 City of Billings October Assessment
10/31/2022	856632	Facts On File	Library	$ 4,753.58	INV434333 Annual subscription 1/2023-12/2023
10/31/2022	856633	Faithful Disaster Restore	General	$ 2,622.00	3714 5th Ave S Property Boarding
10/31/2022	856637	Fisher Sand & Gravel	Street/Traffic	$ 130.13	inv#80856#4 railroad ballast gravel
10/31/2022	856637	Fisher Sand & Gravel	Street/Traffic	$ 3,241.67	inv#81620asphalt

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/31/2022	856637	Fisher Sand & Gravel	Street/Traffic	$ 539.36	inv#81621asphalt
10/31/2022	856637	Fisher Sand & Gravel	Street/Traffic	$ 859.16	inv#81622asphalt
10/31/2022	856637	Fisher Sand & Gravel	Street/Traffic	$ 373.92	inv#81623asphalt
10/31/2022	856637	Fisher Sand & Gravel	Street/Traffic	$ 129.77	inv#81624asphalt
10/31/2022	856638	Fisher's Technology	Central Service	$ 58.23	1053078- Copy fund UMV04657
10/31/2022	856638	Fisher's Technology	Central Service	$ 122.90	1054719- Copy fund 2AB05076
10/31/2022	856638	Fisher's Technology	Central Service	$ 185.76	1060996- Copy fund SMJ04140, JWH13957
10/31/2022	856638	Fisher's Technology	Central Service	$ 280.37	1061002- Copy fund DFW06308, HRN05486, NML03542, NMC00645
10/31/2022	856638	Fisher's Technology	Central Service	$ 19.70	1062236- Copy fund 2LP03118
10/31/2022	856638	Fisher's Technology	Central Service	$ 8.12	1062708- Copy fund 2QD04404
10/31/2022	856638	Fisher's Technology	Central Service	$ 9,638.67	1062799- New Copy fund printer 3XM0191
10/31/2022	856638	Fisher's Technology	Central Service	$ 115.55	1063872- Copy fund 3EP03383
10/31/2022	856638	Fisher's Technology	Central Service	$ 60.17	1065419- Copy fund UMV04657
10/31/2022	856638	Fisher's Technology	Central Service	$ 49.32	1065420- Copy fund SMJ04140, JWH13957
10/31/2022	856638	Fisher's Technology	Central Service	$ 122.90	1066804- Copy fund 2AB05076
10/31/2022	856638	Fisher's Technology	Central Service	$ (298.56)	1068197- Copy fund NML03394
10/31/2022	856638	Fisher's Technology	Central Service	$ 4,603.33	1069203- New Copy fund printer 3XK01163
10/31/2022	856638	Fisher's Technology	Central Service	$ 245.63	1073688- Copy fund 3XK01163, HRN05486, NML03542, QHM01197
10/31/2022	856638	Fisher's Technology	Central Service	$ 24.29	1075174- Copy fund 2LP03118
10/31/2022	856638	Fisher's Technology	Central Service	$ 9.19	1075655- Copy fund 2QD04404
10/31/2022	856638	Fisher's Technology	Central Service	$ 82.95	1076325- Copy fund 3EP03383
10/31/2022	856638	Fisher's Technology	Central Service	$ 55.96	1079150- Copy fund UMV04657
10/31/2022	856638	Fisher's Technology	Central Service	$ 172.23	1079151- Copy fund SMJ04140, JWH13957
10/31/2022	856638	Fisher's Technology	Central Service	$ 122.90	1080493- Copy fund 2AB05076
10/31/2022	856638	Fisher's Technology	General	$ 110.71	copier for senior center side - 1020015
10/31/2022	856638	Fisher's Technology	General	$ 113.85	copier rental and ink charges for main copier - 1073686
10/31/2022	856638	Fisher's Technology	General	$ 113.85	copier rental and ink charges for main copier - 1073686
10/31/2022	856638	Fisher's Technology	General	$ 113.11	monthly copier charges for BCC copier - 1074411
10/31/2022	856638	Fisher's Technology	Library	$ 49.29	1038135 Library copier charges
10/31/2022	856638	Fisher's Technology	Park Dist 1	$ 113.85	copier rental and ink charges for main copier - 1073686
10/31/2022	856638	Fisher's Technology	Public Safety	$ 2.91	1054720- Police Evidence
10/31/2022	856638	Fisher's Technology	Public Safety	$ 1.40	1060999- ICAC NMC01138
10/31/2022	856638	Fisher's Technology	Public Safety	$ 286.66	1063871- Police
10/31/2022	856638	Fisher's Technology	Public Safety	$ 1,607.18	1073685- Contract renew ICAC

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/31/2022	856638	Fisher's Technology	Public Safety	$ 0.52	1074410- ICAC NMC01138
10/31/2022	856638	Fisher's Technology	Public Safety	$ 286.66	1075759- Police
10/31/2022	856638	Fisher's Technology	Public Safety	$ 3.70	1077540- Police
10/31/2022	856638	Fisher's Technology	Public Safety	$ 2,100.00	1079955- Three new printers for Police
10/31/2022	856638	Fisher's Technology	Public Safety	$ 10.16	BW COPIES: 911 CENTER COPIER, SERVICE AGREEMENT
10/31/2022	856638	Fisher's Technology	Public Safety	$ 5.29	BW COPIES: 911 CENTER COPIER, SERVICE AGREEMENT
10/31/2022	856638	Fisher's Technology	Public Safety	$ 54.57	COLOR COPIES: 911 CENTER COPIER, SERVICE AGREEMENT
10/31/2022	856638	Fisher's Technology	Public Safety	$ 17.27	COLOR COPIES: 911 CENTER COPIER, SERVICE AGREEMENT
10/31/2022	856638	Fisher's Technology	Solid Waste	$ 70.82	Contract overage charge 9/18/2022 - 10/17/2022. Landfill.
10/31/2022	856638	Fisher's Technology	Street/Traffic	$ 31.50	copier contract
10/31/2022	856638	Fisher's Technology	Street/Traffic	$ 38.30	old copier contract.
10/31/2022	856638	Fisher's Technology	Transit	$ 101.52	Copy Machine Maintenance 8/29-9/28/22
10/31/2022	856638	Fisher's Technology	Transit	$ 57.90	Copy Machine Maintenance 9/29-10/28/22
10/31/2022	856638	Fisher's Technology	Transit	$ 0.68	Copy Machine Maintenance Old Copier 9/1-9/30/22
10/31/2022	856638	Fisher's Technology	Water	$ 9.44	canon copy fees for 07/31-08/30/22
10/31/2022	856638	Fisher's Technology	Water	$ 53.24	Copier Contract 08/31/2022 - 09/29/2022
10/31/2022	ACH	Galles Filter	Fleet	$ 281.82	18305.01 PO NUM 314643
10/31/2022	ACH	Galles Filter	Fleet	$ 17.12	18410.01 PO NUM 314643
10/31/2022	ACH	Galles Filter	Fleet	$ 334.40	P1-17757.01 PO NUM 314643
10/31/2022	ACH	Galles Filter	Fleet	$ 69.30	P1-17930.01 PO NUM 314643
10/31/2022	ACH	Galles Filter	Fleet	$ 229.12	P1-18051.01 PO NUM 314643
10/31/2022	ACH	Galles Filter	Fleet	$ 78.12	U-04550 PO NUM 314643
10/31/2022	ACH	Galles Filter	General	$ 24.09	U-04512
10/31/2022	ACH	Galles Filter	Public Safety	$ 92.77	18299.01
10/31/2022	ACH	Galles Filter	Solid Waste	$ 266.16	Outer Air Element: RS3508 - 1
10/31/2022	ACH	Galles Filter	Solid Waste	$ 1,312.62	Outer Air Element: RS3508 - 5
10/31/2022	ACH	Galles Filter	Solid Waste	$ 709.95	Outer Air Element: RS3700XP - 8
10/31/2022	ACH	Galles Filter	Solid Waste	$ 864.84	Outer Air Element: RS3700XP - 9
10/31/2022	ACH	Galles Filter	Solid Waste	$ (19.39)	U-04107
10/31/2022	ACH	Galles Filter	Water	$ 22.24	NONSTOCKING ITEMS-P.U.D.
10/31/2022	ACH	Galles Filter	Water	$ 43.50	NONSTOCKING ITEMS-P.U.D.
10/31/2022	ACH	Galles Filter	Water	$ 125.84	NONSTOCKING ITEMS-P.U.D.
10/31/2022	856646	Gratitude in Action	CDBG	$ 2,500.00	CDBG-CV Grant / GIA Housing Project
10/31/2022	856646	Gratitude in Action	CDBG	$ 2,514.19	CDBG-CV Grant / GIA Wi-Fi Project

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/31/2022	856651	Hample Excavation	Airport	$ 19,185.00	Relocation of the Sewer Bypass For The Terminal Expansion
10/31/2022	856651	Hample Excavation	Airport	$ 10,209.28	Retainage Release. West Hangar Utilities & Road Improvments
10/31/2022	856651	Hample Excavation	Airport	$ 94,486.15	West Utilities & Road Improvement - Amendment #27
10/31/2022	ACH	HDR, Inc.	Arterial Streets	$ 5,319.01	WO 22-07 Mullowney Lane, Consultant Agreement; Payment 11
10/31/2022	ACH	HDR, Inc.	Solid Waste	$ 3,097.11	WO 22-37 Landfill Drop-off Bldg Repairs; Payment 4
10/31/2022	856659	Impact Plastics	Solid Waste	$ 3,107.42	36x58 Premium Front Load Lids. Collections.
10/31/2022	856658	I-State Truck	Public Safety	$ 80.49	C251343573.01
10/31/2022	856658	I-State Truck	Street/Traffic	$ 1,034.78	C251343535.01
10/31/2022	856658	I-State Truck	Street/Traffic	$ (71.88)	C251343688.01
10/31/2022	856658	I-State Truck	Transit	$ 10,667.91	Accident Repair. Paid By Insurance to City of Billings.
10/31/2022	856663	J & J Concrete	Gas Tax	$ 74,801.92	WO 22-04 City ADA Project; Payment 4 F
10/31/2022	856665	Jacobs Engineering	Gas Tax	$ 538.60	Asset Management Program Project; Payment 29
10/31/2022	856665	Jacobs Engineering	Light Maint	$ 538.60	Asset Management Program Project; Payment 29
10/31/2022	856665	Jacobs Engineering	Storm Sewer	$ 1,296.32	Asset Management Program Project; Payment 29
10/31/2022	856665	Jacobs Engineering	Street/Traffic	$ 2,014.45	Asset Management Program Project; Payment 29
10/31/2022	856665	Jacobs Engineering	Wastewater	$ 4,406.45	Asset Management Program Project; Payment 29
10/31/2022	856665	Jacobs Engineering	Water	$ 4,406.45	Asset Management Program Project; Payment 29
10/31/2022	856667	Joe Johnson Equipt	Street/Traffic	$ 2,500.00	sweeper brooms
10/31/2022	856667	Joe Johnson Equipt	Wastewater	$ 310.98	P00420
10/31/2022	856667	Joe Johnson Equipt	Wastewater	$ 312.20	P00425
10/31/2022	856668	Jottodesk	Public Safety	$ 2,586.89	7867351
10/31/2022	856674	Knife River	Airport	$ 283,555.40	West Taxilane Extension - Eligible for Reimbursement
10/31/2022	856674	Knife River	Airport	$ 31,506.16	West Taxilane Extension - Ineligible Costs
10/31/2022	856674	Knife River	Street/Traffic	$ 115.26	6"+ boulders
10/31/2022	856674	Knife River	Street/Traffic	$ 112.23	3/4" bedding rock
10/31/2022	856679	L N Curtis & Sons	Public Safety	$ 888.20	3049298SF PGI, XLONG COBRA HOODS
10/31/2022	856679	L N Curtis & Sons	Public Safety	$ 853.86	90540 STRMLIT, ORANGE LED SURVIVOR FLASHLIGHT
10/31/2022	856679	L N Curtis & Sons	Public Safety	$ 24.15	ESTIMATED SHIPPING
10/31/2022	856679	L N Curtis & Sons	Public Safety	$ 36,780.00	GLOBE G XTREME 3.0 JACKET
10/31/2022	856679	L N Curtis & Sons	Public Safety	$ 3,065.00	GLOBE G XTREME 3.0 JACKET & PANT
10/31/2022	856679	L N Curtis & Sons	Public Safety	$ -	GLOBE G XTREME 3.0 PANT
10/31/2022	856687	Mead & Hunt	Airport	$ 7,177.82	Consultant- Air Services &/or Air Carrier Proposals
10/31/2022	856699	Morrison Maierle	Airport	$ 16,076.20	Amend 32 Westend Taxilane Extension Project - Federal Share - Const
10/31/2022	856699	Morrison Maierle	Airport	$ 1,786.24	Amend 32 Westend Taxilane Extension Project - Local Share - Const

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/31/2022	856699	Morrison Maierle	Airport	$ 4,132.34	Water Tower Painting Design and Construction
10/31/2022	856699	Morrison Maierle	Airport	$ 15,605.88	Westend Utilities & Road Project Construction
10/31/2022	856701	Motor Power Equipt	Fleet	$ 403.36	428948 PO NUM 315246
10/31/2022	856701	Motor Power Equipt	Water	$ 11,077.82	REPAIRS FOR UNIT 7413
10/31/2022	856702	Moulton Bellingham	General	$ 11,738.60	Inv.#149171 Houser WWFF
10/31/2022	856702	Moulton Bellingham	General	$ 270.00	Inv.#149172 Heights Water District Contract Dispute
10/31/2022	856702	Moulton Bellingham	General	$ 7,098.41	Inv.#149173 McDaniel v. COB
10/31/2022	856702	Moulton Bellingham	General	$ 1,500.00	Inv.#149174 Petroleum Club Collection
10/31/2022	856702	Moulton Bellingham	General	$ 168.00	Inv.#149202 Good Stuff Zoning Violations
10/31/2022	856695	MT Dakota Utilities	Engineering	$ 80.24	595 373 1000 1
10/31/2022	856695	MT Dakota Utilities	Facilities	$ 678.71	130 733 1000 8
10/31/2022	856695	MT Dakota Utilities	Facilities	$ 2,903.51	375 963 4481 4
10/31/2022	856695	MT Dakota Utilities	Facilities	$ 1,770.83	757 633 1000 2
10/31/2022	856695	MT Dakota Utilities	Facilities	$ 1,619.86	929 780 1000 4
10/31/2022	856695	MT Dakota Utilities	Facilities	$ 2,685.04	989 733 1000 0
10/31/2022	856695	MT Dakota Utilities	Facilities	$ 285.07	993 733 1000 4
10/31/2022	856695	MT Dakota Utilities	General	$ 95.60	437 780 1000 9
10/31/2022	856695	MT Dakota Utilities	General	$ 94.67	571 295 3342 8
10/31/2022	856695	MT Dakota Utilities	General	$ 63.87	927 890 1000 3
10/31/2022	856695	MT Dakota Utilities	Library	$ 1,796.49	219 924 4851 0
10/31/2022	856695	MT Dakota Utilities	P.W. Admin	$ 20.06	595 373 1000 1
10/31/2022	856695	MT Dakota Utilities	Park Dist 1	$ 29.48	371 101 1000 6
10/31/2022	856695	MT Dakota Utilities	Parking	$ 157.87	303 725 2591 2
10/31/2022	856695	MT Dakota Utilities	Parking	$ 23.61	717 353 1000 6
10/31/2022	856695	MT Dakota Utilities	Parking	$ 59.02	799 152 1209 0
10/31/2022	856695	MT Dakota Utilities	Public Safety	$ 23.61	062 907 9494 7
10/31/2022	856695	MT Dakota Utilities	Public Safety	$ 463.29	169 233 1000 3
10/31/2022	856695	MT Dakota Utilities	Public Safety	$ 138.77	442 190 1000 4
10/31/2022	856695	MT Dakota Utilities	Public Safety	$ 61.44	514 117 0478 9
10/31/2022	856695	MT Dakota Utilities	Public Safety	$ 187.44	533 653 1000 1
10/31/2022	856695	MT Dakota Utilities	Public Safety	$ 71.27	602 589 7178 1
10/31/2022	856695	MT Dakota Utilities	Public Safety	$ 163.25	885 880 1000 4
10/31/2022	856695	MT Dakota Utilities	Solid Waste	$ 509.29	284 225 1320 1
10/31/2022	856695	MT Dakota Utilities	Solid Waste	$ 111.99	602 680 9335 2

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/31/2022	856695	MT Dakota Utilities	Solid Waste	$ 494.37	770 390 1000 2
10/31/2022	856695	MT Dakota Utilities	Transit	$ 982.29	962 880 1000 0
10/31/2022	856695	MT Dakota Utilities	Wastewater	$ 3,396.30	293 780 1000 2
10/31/2022	856695	MT Dakota Utilities	Wastewater	$ 6,792.60	293 780 1000 2
10/31/2022	856695	MT Dakota Utilities	Wastewater	$ 3,396.30	293 780 1000 2
10/31/2022	856695	MT Dakota Utilities	Wastewater	$ 139.82	310 490 1000 7
10/31/2022	856695	MT Dakota Utilities	Wastewater	$ 36.53	410 490 1000 6
10/31/2022	856695	MT Dakota Utilities	Wastewater	$ 71.27	735 453 1000 2
10/31/2022	856695	MT Dakota Utilities	Wastewater	$ 74.14	868 563 1000 7
10/31/2022	856695	MT Dakota Utilities	Water	$ 82.34	010 490 1000 0
10/31/2022	856695	MT Dakota Utilities	Water	$ 73.68	076 225 9180 3
10/31/2022	856695	MT Dakota Utilities	Water	$ 25.77	110 490 1000 9
10/31/2022	856695	MT Dakota Utilities	Water	$ 52.79	209 077 5055 6
10/31/2022	856695	MT Dakota Utilities	Water	$ 419.46	310 490 1000 7
10/31/2022	856695	MT Dakota Utilities	Water	$ 109.56	410 490 1000 6
10/31/2022	856695	MT Dakota Utilities	Water	$ 790.82	500 490 1000 7
10/31/2022	856695	MT Dakota Utilities	Water	$ 23.35	510 490 1000 5
10/31/2022	856695	MT Dakota Utilities	Water	$ 158.61	610 490 1000 4
10/31/2022	856695	MT Dakota Utilities	Water	$ 77.40	700 490 1000 5
10/31/2022	856695	MT Dakota Utilities	Water	$ 64.41	800 490 1000 4
10/31/2022	856695	MT Dakota Utilities	Water	$ 208.21	900 490 1000 3
10/31/2022	856696	MT Dept Labor & Industry	Solid Waste	$ 10,464.00	Landfill Drop off Bldg Rep. 5240 Jelliso
10/31/2022	856710	NorthWestern Energy	Airport	$ 26,617.32	0100482-9. Vault Main Account. October 2022
10/31/2022	856710	NorthWestern Energy	Airport	$ 442.52	0712792-1. IP-7. October 2022
10/31/2022	856710	NorthWestern Energy	Airport	$ 908.51	0712800-2. IP-9. October 2022
10/31/2022	856710	NorthWestern Energy	Airport	$ 121.51	0712809-3. IP-11 Alpine. October 2022
10/31/2022	856710	NorthWestern Energy	Engineering	$ 883.50	1741314-7
10/31/2022	856710	NorthWestern Energy	Facilities	$ 7,501.91	0100507-3
10/31/2022	856710	NorthWestern Energy	Facilities	$ 65.58	3602453-7
10/31/2022	856710	NorthWestern Energy	Facilities	$ 1,272.43	3602454-5
10/31/2022	856710	NorthWestern Energy	Facilities	$ 7,787.77	3927205-9
10/31/2022	856710	NorthWestern Energy	General	$ 1,459.05	0100506-5
10/31/2022	856710	NorthWestern Energy	General	$ 202.26	0712683-2
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 6.00	0722237-5

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 6.12	0722247-4
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 214.09	0722251-6
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 0.47	0722254-0
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 92.53	0722255-7
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 407.93	0722257-3
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 307.70	0722260-7
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ -	0722261-5
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ -	0722262-3
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 26.28	0722263-1
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 177.10	0722265-6
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 31.28	0722266-4
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 15.76	0722268-0
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 17.50	0722269-8
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 11.02	0722292-0
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 20.90	0722293-8
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 14.76	0722905-7
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 146.74	0722933-9
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ -	0723027-9
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 84.95	0723035-2
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 7.75	0723036-0
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 192.31	0723037-8
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 41.15	0723038-6
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 39.53	0723042-8
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 160.76	0723044-4
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 82.84	0723048-5
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 147.74	0723050-1
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 11.56	0723051-9
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 1.37	0723052-7
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 459.27	0723054-3
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 6.00	0723055-0
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 64.16	0723056-8
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 8.12	0723057-6
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 37.89	0723058-4
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 8.70	0723090-7

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 6.00	0723162-4
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 583.25	0723170-7
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 23.76	0789437-1
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6
10/31/2022	856710	NorthWestern Energy	Park Dist 1	$ 338.47	0925496-2
10/31/2022	856710	NorthWestern Energy	Parking	$ 286.47	0720829-1
10/31/2022	856710	NorthWestern Energy	Parking	$ 1,592.76	0720834-1
10/31/2022	856710	NorthWestern Energy	Parking	$ 1,291.57	1569636-2
10/31/2022	856710	NorthWestern Energy	Parking	$ 1,084.87	1594282-4
10/31/2022	856710	NorthWestern Energy	Parking	$ 1,576.54	3067416-2
10/31/2022	856710	NorthWestern Energy	Parking	$ 66.53	3279035-4
10/31/2022	856710	NorthWestern Energy	Parking	$ 94.53	3463478-2
10/31/2022	856710	NorthWestern Energy	Parks Maint	$ 129.95	1059093-3
10/31/2022	856710	NorthWestern Energy	Public Safety	$ 2,043.51	0100476-1 FIRE 1 ELECTRIC SERVICE, FY2023
10/31/2022	856710	NorthWestern Energy	Public Safety	$ 638.92	0712537-0
10/31/2022	856710	NorthWestern Energy	Public Safety	$ 370.07	0720840-8
10/31/2022	856710	NorthWestern Energy	Public Safety	$ 271.10	1984150-1
10/31/2022	856710	NorthWestern Energy	Public Safety	$ 141.03	1984155-0
10/31/2022	856710	NorthWestern Energy	Public Safety	$ 2,423.58	3448739-7
10/31/2022	856710	NorthWestern Energy	Radio	$ 177.53	0721580-9
10/31/2022	856710	NorthWestern Energy	Street/Traffic	$ 6.00	0723645-8
10/31/2022	856710	NorthWestern Energy	Transit	$ 6.00	0712764-0
10/31/2022	856710	NorthWestern Energy	Transit	$ 223.39	1784756-7
10/31/2022	856710	NorthWestern Energy	Water	$ 1,324.17	0722252-4
10/31/2022	856710	NorthWestern Energy	Water	$ 4,003.38	0723043-6
10/31/2022	856711	One Source Lighting	Public Safety	$ 2,875.00	FIRE 1: Workout room- replace existing lighting w/LED units
10/31/2022	856713	Paddock Heat & Cool	Public Safety	$ 7,979.40	FIRE 4: remove & replace HVAC System w/Heil
10/31/2022	856713	Paddock Heat & Cool	Public Safety	$ 12,870.00	FIRE 7: install exhaust removal system
10/31/2022	856717	Roto-Rooter Plumbing	Wastewater	$ 3,732.50	WO 22-01 Sanitary Sewer Repl-Missed Sewer Serv Repair
10/31/2022	856722	Sign Products	Parking	$ 4,851.00	Replacement of Park 2 Canopy Faces
10/31/2022	856727	Solid Waste Systems	Solid Waste	$ 4,375.27	148875
10/31/2022	856727	Solid Waste Systems	Solid Waste	$ 328.84	148929
10/31/2022	856729	Spencer Industries	Solid Waste	$ 342.18	32054715
10/31/2022	856729	Spencer Industries	Solid Waste	$ 4,065.10	32054782

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/31/2022	856732	Star Service	General	$ 820.00	service and labor to winterize pool buildings-55069
10/31/2022	856732	Star Service	Park Dist 1	$ 6,561.00	replace main sewage pump at Stewart-55047
10/31/2022	856732	Star Service	Park Dist 1	$ 1,355.00	service labor materials to replace pumps at batting cages-55044
10/31/2022	856738	Sunset Excav	Water	$ 500.00	replace meter box @ 3315 8th Ave S
10/31/2022	856738	Sunset Excav	Water	$ 22,720.50	Water Service Repairs- 12-23-21 List; Payment 1 Final
10/31/2022	856742	Tire-Rama	Solid Waste	$ 5,000.00	Tire purchase. Collections.
10/31/2022	856742	Tire-Rama	Solid Waste	$ 4,986.80	Tire purchase. Collections.
10/31/2022	856742	Tire-Rama	Solid Waste	$ 2,397.00	Tire purchase. Collections.
10/31/2022	856742	Tire-Rama	Solid Waste	$ 4,624.00	Tire Purchase. Collections.
10/31/2022	856742	Tire-Rama	Solid Waste	$ 1,629.00	Tire repair & purchase. Collections.
10/31/2022	856742	Tire-Rama	Solid Waste	$ 4,138.00	Tire repair and purchase. Collections.
10/31/2022	856742	Tire-Rama	Solid Waste	$ 125.00	Tire repair. Landfill.
10/31/2022	856742	Tire-Rama	Street/Traffic	$ 1,024.00	105 0036571
10/31/2022	856742	Tire-Rama	Street/Traffic	$ 192.04	105 0037177
10/31/2022	856743	Toter Inc	Solid Waste	$ 38,756.64	Encumbrance /Sourcewell Contract- 624 96gal green yard waste carts
10/31/2022	856743	Toter Inc	Solid Waste	$ -	Encumbrance /Sourcewell Contract- 624 96gal green yard waste carts
10/31/2022	856743	Toter Inc	Solid Waste	$ -	Encumbrance /Sourcewell Contract- 624 96gal black yard waste carts
10/31/2022	856743	Toter Inc	Solid Waste	$ 38,756.64	Encumbrance /Sourcewell Contract- 624 96gal black yard waste carts
10/31/2022	ACH	Town & Co Supply	Fleet	$ 38,448.34	431106 PO NUM 315220
10/31/2022	ACH	Town & Co Supply	Public Safety	$ 1,380.39	430725 FIRE 7 - DIESEL
10/31/2022	ACH	Town & Co Supply	Public Safety	$ 920.26	430726 FIRE 5 - DIESEL
10/31/2022	ACH	Town & Co Supply	Public Safety	$ 920.26	430727 FIRE 3 - DIESEL
10/31/2022	ACH	Town & Co Supply	Public Safety	$ 1,380.39	430728 FIRE 1 - DIESEL
10/31/2022	ACH	Town & Co Supply	Public Safety	$ 767.28	430728 FIRE 1 - UNLEADED
10/31/2022	ACH	Town & Co Supply	Public Safety	$ 460.13	430729 FIRE 6 - DIESEL
10/31/2022	ACH	Town & Co Supply	Transit	$ 6,293.25	431577 PO NUM 315231. 1984 Gallons Unleaded
10/31/2022	ACH	Tractor & Equipt	Park Dist 1	$ 1,777.40	air compressor rental - 13389301
10/31/2022	ACH	Tractor & Equipt	Street/Traffic	$ 58.57	filter
10/31/2022	ACH	Tractor & Equipt	Street/Traffic	$ 2,112.36	hydraulic fluid/filter for unit 1204
10/31/2022	856744	Trojan Tech	Water	$ 8,686.16	UV BALLASTS KITS
10/31/2022	856745	Viking Paint	Airport	$ 73,260.00	Water Tower/Reservoir Painting
10/31/2022	856748	Western Municipal Const	Wastewater	$ 688,228.72	WO 22-10 Alkali Cr Water & Sewer Extension; Payment 6
10/31/2022	856748	Western Municipal Const	Water	$ 105,126.72	WO 22-10 Alkali Cr Water & Sewer Extension; Payment 6
10/31/2022	856753	Yellowstone Co Finance	Building	$ 6,990.97	Miller Building; Building Division; November Rent

Check Date	Check#	Name	Fund Name	Amount	Item Desc
10/31/2022	856753	Yellowstone Co Finance	CDBG	$ 5,437.13	Miller Building; Community Development; November Rent
10/31/2022	856753	Yellowstone Co Finance	General	$ 2,175.48	Miller Building; Code Enforcement; November Rent
10/31/2022	856753	Yellowstone Co Finance	Planning	$ 4,657.35	Miller Building; Planning Dept; November Rent
10/31/2022	856754	Yellowstone Valley Elec	Light Maint	$ 364.67	SILMD 299 Vintage Estates
10/31/2022	856754	Yellowstone Valley Elec	Light Maint	$ 665.82	SILMD 313 Vintage Estates Sub Phase II
10/31/2022	856754	Yellowstone Valley Elec	Solid Waste	$ 1,602.55	Electricity Service. Landfill. 09/01/2022 - 10/01/2022.
10/31/2022	856754	Yellowstone Valley Elec	Street/Traffic	$ 48.53	54th St W & Grand Signal
10/31/2022	856754	Yellowstone Valley Elec	Street/Traffic	$ 75.96	54th St W & Rimrock
10/31/2022	856754	Yellowstone Valley Elec	Street/Traffic	$ 52.58	Alkali Cr Rd & Interbelt Loop lights
10/31/2022	856754	Yellowstone Valley Elec	Street/Traffic	$ 31.35	Ben Steele School - 56th St W

City Council Regular

Date:	11/28/2022
Title:	City Zone Change 1019 - Zimmerman Home Place - NO to CMU1
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

The City Zoning Commission is recommending approval and adoption of the proposed findings of the 10 criteria for Zone Change 1019.

The Planning Division has received a valid protest against the zone change. A valid protest requires a 2/3 majority vote of the Council to approve the zone change.

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

This is a zone change request from Neighborhood Office (NO) to Corridor Mixed Use 1 (CMU1) to allow a wider range of uses and multi-story structures on two lots in the Zimmerman Home Place Subdivision (3rd Filing). The lots are generally located between the intersections of Zimmerman Trail, Avenue E and Colton Boulevard, and are just north of the Children's Clinic medical office at 3401 Avenue E.

Prior to the adoption of the new zoning code, the city and county regularly zoned property on arterial street frontages with low density residential or low-intensity commercial zones such as Residential Professional (RP). The new zoning for the city requires different choices for arterial street frontages including mixed use districts or mixed residential districts. This is to ensure that neighborhoods are places in areas away from traffic noise, and do not need to "wall off" the neighborhood from the adjoining street. In the code update in 2021, the corollary zone for RP was Neighborhood Office (NO) and parcels that were vacant at the time of the update, went from RP to NO. Neither the RP zone or the NO zone are appropriate for such a large area like the subject property on an arterial street. The district description for NO includes this language: "*The NO district is intended to accommodate office and office/residential uses on neighborhood corridors and internal neighborhood locations where other commercial uses are inappropriate. This district is meant to be highly walkable and accessible to pedestrians and to fit well with the context of adjacent neighborhood residential buildings, when located on corners or block ends*." (BMCC 27-402) The lots to the north and south of the subject property do meet the district descriptions for a NO zone being at street intersections at entrances to the neighborhood, and those lots are not included in the zone change. Also, CMU1 is very different than the old Community Commercial district with improved site and form requirements, a mix of uses but also a more limited set of uses that fit better on arterial streets even in a mixed use neighborhood.

The proposed zoning of CMU1 is intended to allow a commercial mixed-use building or buildings for these two lots. The CMU1 zone allows a wide variety of retail, services as well as offices and upper-story residential apartments. The property owner is developing several hundred apartments on a lot to the west - zoned Mixed Residential 3 (NX3). The zone change would allow this owner to provide walkable access to businesses and services for this new neighborhood. Currently, all retail-type business are located about 3/4-mile to the southeast or southwest. Walkable neighborhoods usually have retail services 1/2-mile or less from the residential area - even if it is just a corner store, a coffee shop or similar business.

There is a variety of zone districts in the area including the Mixed Residential 3 (NX3) to the west, NO north and south of the subject property, and Suburban Neighborhood Residential (N3) east across Zimmerman Trail, a Principal Arterial street. The homes in the N3 zone do not take frontage from Zimmerman Trail and are behind some landscaping and a sight-obscuring fence that runs parallel to the street. Most of these patio homes and townhomes were built on private streets in the late 1990s and early 2000s. Most are single story, single family homes.

Zimmerman Trail is an arterial street and was completed from Poly Drive to Broadwater Avenue in 2004/2005. Prior to this time, Zimmerman Trail was known as 34th St West north of Grand Avenue and 32nd St West south of Broadwater. The city acquired the right-of-way and built the connection as an arterial street to complete this part of the city's street network. There are few north/south arterial streets west of 17th St West. Zimmerman Trail carries about 15,000 vehicle trips per day along this corridor between Broadwater Avenue and Poly Drive. Additional traffic is expected when several new apartment projects are completed in the next two years including the Zimmerman Home

Place development and the Icon and Steward Land apartments south of Grand in Cardwell Ranch Subdivision. Zimmerman Trail is a 2-3 lane arterial street with a capacity to handle larger volumes of traffic. There are traffic signals at Rimrock Road, Poly Drive, Grand Avenue and Broadwater Avenue. South of Broadwater Avenue, the street name changes to 32nd St West. A mixed use development on these parcels would likely require a traffic study update to ensure nearby intersections can still function as designed. Any traffic management or upgrades would be the responsibility of the project developer per the direction of the City Engineering Division.

APPLICATION DATA

OWNER: Highlands ZHP Subdivision LLC, Preston Lees
AGENT: Performance Engineering, Scott Aspenlieder, P.E.
LEGAL DESCRIPTION: Lots 2 and 3, Block 1, Zimmerman Home Place Subdivision, 3rd Filing
CURRENT ZONING: NO
EXISTING LAND USE: Vacant
PROPOSED USE: Mixed Use development with ground level commercial uses and apartments in upper stories
SIZE OF PARCEL: 7.513 acres

SURROUNDING ZONING AND LAND USE

NORTH:
Zoning: NO - Neighborhood Office
Land Use: Vacant
SOUTH:
Zoning: NO
Land Use: Children's Clinic and vacant land
EAST:
Zoning: N3 - Suburban Neighborhood Residential
Land Use: Single family homes
WEST:
Zoning: NX3 - Mixed Residential 3 and P1 - Public 1
Land Use: Apartments and parkland

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. The Zimmerman family chose to zone the property outside the city limits in 2016, and then market the pre-entitled property to developers who would then annex and build within the city limits. In 2017, Town Pump bought all the commercially zoned property on the southeast corner of the subdivision and put in a new gas station, convenience food store, liquor store and casino. The property to the northwest went through a Planned Neighborhood Development zone change when it was annexed in early 2022. A PND zone change was not required, but the owner preferred this zoning process to allow for placement of the Public 1 zone parcels within the new apartment development (ZC 1009).

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 zoning of CMU1 for the subject property with Zimmerman Trail frontage. The CMU1 zone district is intended to be placed on arterial street corridors where neighborhood zoning is adjacent or across the street. The uses allowed within the CMU1 zone do not allow uses by right that could cause noise and disruption such as car washes, drive through restaurants, bars or casinos. The West Billings Neighborhood Plan goals and objectives stated the need to locate more intense uses along arterial street corridors 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 meeting at the subject property on August 24, 2022. The meeting was conducted via ZOOM. The synopsis of the meeting questions and answers are attached to this report. There were questions about the need for the zone change, the pedestrian crossing a Colton Blvd and Zimmerman Trail, and increasing traffic. Planning staff has received a valid protest petition from the owners of land within 150 feet of the zone change property line. The zone change hearing with the Zoning Commission was delayed from October 4 to November 1. One of the reasons for the requested delay was to provide additional information to the neighborhood.The applicant conducted a second neighborhood meeting on October 19, 2022, in person. Three property owners attended this second neighborhood meeting. The meeting notes and attendance sheet are also

attached to this report.

The Zoning Commission conducted its hearing on November 1, 2022, and received the staff report and the proposed findings of the 10 review criteria. Commission member Greg McCall recused himself for a conflict of interest. He stated his company is in talks with the applicant to purchase one of the lots further west in the subdivision. The Commission heard testimony from the applicant, Preston Lees, and the agent, Scott Aspenlieder of Performance Engineering. Four surrounding owners testified against the zone change. Those owners are Sally Hildenburg of 2034 Weston Drive, Kathleen Jorgensen of 2026 Weston Drive, Rande Roth of 1889 Hampton Place, and Gloria Gunther of 1970 Weston Drive. The primary concern of the surrounding owners was the increase in traffic, the potential height of new structures and the cultural significance of Zimmerman Trail.

Scott Aspenlieder stated the applicant has already prepared a traffic study for the subdivision including the potential for these two parcels to be zoned CMU1 rather than NO. He stated the owner will be contributing several thousand dollars to a traffic signal installation at Avenue E and Zimmerman Trail as well as contributions to other intersection improvements within 1 mile of the property. The City Engineer has already accepted the traffic study and has agreed with the potential impacts and the mitigation and contributions from the developer. He stated there will be one shared access to the parcels, but it will have limited utility as a right-in/right-out driveway. He stated most vehicle and foot traffic to the new development will be from Green Valley Drive, a collector street within the development that parallels Zimmerman Trail and connects to Avenue E and Colton Boulevard.

Mr. Aspenlieder stated the second neighborhood meeting was held in person at Arrowhead Elementary School, but only three neighbors attended to learn more about the zone change. He stated the primary concern was the increased building height allowed. He stated the Neighborhood Office zone allows 2.5 stories or 35 feet in height and the proposed CMU1 zone can allow up to 4 stories. He stated the closest any building would be to a residential home on the east side of Zimmerman Trail would be 140 feet. He stated the arterial corridor right of way is very wide to accommodate future improvements when traffic volume increases. He stated no bars or casinos would be allowed on these parcels because the updated zoning prohibits these uses within 350 feet of a residential zone. He stated there is no intent to put a lot of neon or flashing signs on the building or over-light the building and parking areas. He stated this location would be walkable and will have restaurants and services for the neighborhood as well as providing additional residential uses on the upper floors. He stated this is the most efficient use of the land, and they do not intend to do this development at the cost of the neighbor's property value.

In response to a question from Commission member David Goss about the traffic into the development from a neighborhood street rather than the arterial street, Mr. Aspenlieder stated that Avenue E and Green Valley Drive are both collector streets and are developed with center turn lanes. He stated the primary load of vehicle traffic will use Avenue E, but it is expected there will also be a lot of walking traffic to the development. Commission member Goss asked what uses require a CMU1 as opposed to a less intense zone of Neighborhood Mixed Use. Mr. Aspenlieder stated Mr. Lees would answer the question about his vision for the development of the property. Commission member Dan Brooks asked whether the current zoning prevents even coffee shops. Mr. Aspenlieder stated that was the case.

Mr. Preston Lees stated his company sold a property downtown, so they put in a bid to purchase the Zimmerman property. He stated the Zimmerman family was not interested in selling to just any development company, but someone who would honor the legacy of the Zimmerman family. The Zimmerman family chose our company because we have a good reputation as a quality developer that builds attractive communities, Mr. Lees stated.He said his company is a multi-generation family in Billings. Mr. Lees stated this will be a good development with commercial on the first floor and residential above. He stated he would like to bring coffee shops, restaurants and other neighborhood services. He stated the second in person neighborhood meeting was a good opportunity to clarify the concerns and address those issues. He stated the development will probably be a courtyard type building with parking below, possibly 3 or 4 stories. Commission member Dan Brooks asked to clarify the recent study of housing deficit in Billings is 3,000. Staff member Nicole Cromwell verified that study number. Mr. Lees stated he is building 300 units to the west and this development might include up to 120 additional units. He stated not everyone wants to live in apartments, so other housing options are planned on the other parcels within the subdivision. He stated their company develops apartments based on what is desired by most families - open space, nice visual aesthetic and similar amenities. In response to a question from Commission member Goss, Mr. Lees stated the new apartments to the west will have all accessible units on the first floor. He said the units in this new development may or may not have elevator access depending on the number of floors.

Sally Hildenburg of 2034 Weston Drive stated she was opposed to the change to commercial due to the unique characteristics of Zimmerman Trail including the constant use by emergency response vehicles to reach the top of the rims. Zimmerman Trail only exists between Broadwater Ave and Highway 3. She stated she was the gatherer of the signatures for the protest petition and this was done in just one day on one walk-around of the townhomes. She stated the neighborhood is not in favor because of the taller buildings and the increased traffic. She stated the three potential new traffic signals, commercial-style lighting, noise from people in parking lots and all the other things that

come with commercial development would damage their quality of life.

Kathleen Jorgensen of 2026 Weston Drive testified in opposition. She stated Zimmerman Trail is one of the few historic and picturesque drives in Billings. The road is lined with residences and golf courses. She stated this development would be perfect for Shiloh Road but not on Zimmerman Trail.

Gloria Gunther of 1920 Weston Drive testified against the zone change. She stated the homeowners in the townhome development were in favor of the Neighborhood Office zoning when that was proposed over a decade ago. She stated there is overwhelming opposition in their neighborhood. This zone change will bring too much traffic, people and commercial lighting, and noise will have a negative effect on our homes and quality of life. She stated the traffic study indicated a traffic light would be needed at Avenue E, but it is already needed due to existing traffic on Zimmerman Trail. She stated the added traffic will be too much for Zimmerman Trail. Mrs Gunther stated the road is used constantly by emergency responders, as well as people going to and from the Heights and the Airport.

Rande Roth of 1889 Hampton Place stated he was not necessarily opposed to the development but had questions about the proposal. He stated he would like clarification on the total number of apartment units, parking spaces, the traffic signal at Avenue E (timing of lights in the corridor), the cost difference between a signal and a round-about, if there will be income restrictions on apartments (subsidized) and other issues. He stated there was a robbery at gunpoint in his neighborhood recently so public safety is of paramount importance.

Mr. Aspenlieder stated from a traffic standpoint, studies are complicated including the reliance on statistical data and traffic standards. He stated the round-about would not be accepted by the city due to the existing traffic signals at Grand Avenue and Poly Drive. He stated the Avenue E signal would require re-timing of all the signals in the Zimmerman Trail corridor He stated the turning movements at Colton may become more difficult but the signals and connections to the south will funnel traffic to the arterial streets. Everyone who has reviewed the traffic study has agreed with the findings and the impact. He stated Zimmerman may have historical significance, but the traffic volume will continue to grow over time. The connection of Zimmerman further south to King Ave West will increase traffic volume as well.

Mr. Lees stated he has not focused on the maximum number of dwelling units on the property. He stated 300 units are under construction and the concept number for these lots is 120 units. He stated the city requires off-street parking and the city makes sure those numbers are met. He stated the units will be market rate with no subsidy.

Commission member Dan Brooks moved to recommend approval of the zone change and the findings of the review criteria. The motion was seconded by Mr. Goss. Mr. Goss stated he was not certain about the zone change because of the potential to keep zoning commercial along arterial streets. He stated he has lived in areas where there are good mixed use areas but this zoning does not guarantee this develops in that way. He stated from a strictly zoning standpoint he was not enthusiastic because of the example of Grand Avenue. Mr. Brooks stated he understands the concern, but this is a mixed use zone not just a commercial zone district. He stated this is the beginning of a neighborhood center. He stated Billings has a housing deficit and we need to be cognizant of this issue. He stated the CPTED principal of more eyes on the street will make this a safer development than previous commercial developments. Commission Chair Michael Larson stated this zone change is a challenge because of the existence of homes across the street that were developed years ago. He stated change is always difficult to navigate. He stated the way traffic improvements are made in Billings is most often through developments just like this one. He stated as a City Council member there were four major transportation projects that were funded primarily through the city - not through developers. This section of Zimmerman Trail was one of those projects.

The motion was approved on a 3-0 vote. Commission member Greg McCall was recused from voting and participating in the hearing and Commission member Trina White was absent.

ALTERNATIVES

The City Council may:

- Approve the Zone Change and adopt the Zoning Commission recommended findings of the 10 review criteria; or,
- Deny the Zone Change and adopt different findings of the 10 review criteria; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the application.

FISCAL EFFECTS

Approval or denial of the proposed zone change should not have an effect on the Planning Division budget.

SUMMARY

Before making a decision on the Zone Change request, City Council shall consider the following findings of the ten review criteria as recommended by the Zoning Commission:

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 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 will accommodate uses that are complementary to this new mixed residential neighborhood. The proposed development will also have good access to the adjacent street network and is in proximity to several residential neighborhoods. The proposed zoning and development will provide for a variety of retail and commercial services as well as housing choices that are not abundant in this area of West Billings. The property is within walking distance to the multi-use trail system and neighborhoods.

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
- A mix of housing types that meet the needs of a diverse population is important

Home Base

- 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

Prosperity and Essential Investments

- Infill development and development near existing City infrastructure may be the most cost-effective
- A diversity of available jobs can ensure a strong Billings' economy
- Retaining and supporting existing businesses helps sustain a healthy economy

2) Is the new zoning designed to secure from fire and other dangers?
The CMU1 Zone requires adequate building separations and density limits which creates security from fire and other dangers. Specifically, the CMU1 zone regulates setbacks, lot coverage, height and other site characteristics which preserve the ability to protect from fire and other dangers.

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 CMU1 zone, but instead is promoted by all adopted zoning districts within the City of Billings. The site and structure regulations found in 27-400-3 in the CMU1 district promote the minimum standards to ensure public healthy and safety and promote general welfare. Public health and public safety will be promoted by the proposed change. The parcels will share one vehicle access to Zimmerman Trail (right-in/right-out only) but pedestrian access and "front-door" requirements will apply to this frontage. A raised median barrier will prevent illegal left turns into or out of this access point.

4) Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: The applicant has completed a traffic impact study including the potential traffic from a development within a CMU1 zone district on these two lots. The traffic study has been accepted by City Engineering. The City Engineer has determined the required improvements and contributions to improvements based on the specific information provided in the traffic study.
Water and Sewer: This property is located in the City Limits and is required to be served by city water and sewer. There are no known negative capacity impacts related to water and sewer that are identified through any adopted studies or staff input.
Schools and Parks: Schools and parks may be effected by the proposed zone change. The NO zoning allows 1-4 family dwellings and the CMU1 zone allows upper story apartments. Development of apartments may attract families with children. SD #2 had no comment on the proposed zoning. The Planning Division coordinates input from the School District administration. The District is beginning the process of evaluating its various districts for elementary, middle and high schools and may make adjustments to address capacity levels at various schools.
Fire and Police: The subject property is served by city public safety services. Development of the property, regardless of zone will be served by existing police and fire services. The Police and Fire Departments had no concerns with the zone change as requirements for access, water supply and fire codes will apply to the site and any construction on the subject property.

5) Will the new zoning provide adequate light and air?
Similar to criteria 2 and 3, the proposed CMU1 zone, 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 27-400-3.

6) Will the new zoning effect motorized and non-motorized transportation?
Non-motorized travel -- walking and biking -- is an essential part of the city's transportation plan both within the proposed development and connecting to adjacent areas. Pedestrian connections to the new development will be allowed from Zimmerman Trail as well as across Green Valley Drive to the west. The subdivision has a limited vehicle access strip across the frontage of Zimmerman Trail, so most vehicle access will be from internal streets. The property is close to three fixed route MET bus lines (two on Grand and one on Poly Dr). There are no specific traffic counts on Zimmerman Trail between Rimrock Road and Broadwater Avenue. Traffic counts on Poly Drive near the Zimmerman Trail intersection are about 5,000 to 6,000 vehicle trips per day. Traffic counts on Grand Avenue near the Zimmerman Trail intersections are between 18,000 and 20,000 vehicle trips per day. A traffic impact analysis is already completed for the project based on the proposed new zoning and land uses allowed on this 7.5 acre parcel. Mitigation and improvements are 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.

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 Broadwater Avenue and Rimrock Road is beginning to experience growth and development similar to areas further south in West Billings. Zimmerman Trail acts as a major transportation corridor so the expectation of commercial or mixed use services along the corridor is appropriate. A principle arterial street like Zimmerman Trail also acts as a buffer/separation, making the existing single and two-family development on the east side of Zimmerman Trail a separated and acceptable use across from the CMU1 zoning proposed. In fact, the street-

facing building orientation requirements of the CMU1 zoning will add to the visibility and activity on the Zimmerman Trail corridor for both walkers, cyclists and motorists, adding a component of safety to the area. As more housing choices move to this area it is important that some services are available in the vicinity. There is no CMU1 directly adjacent to this parcel, however, CMU1 is located just south of Avenue E. Commercial development along the Zimmerman corridor does consider the character and suitability of the area.

9) Will the new zoning conserve the value of buildings?
There are currently no buildings on the property, therefore the new zoning does not propose a risk of creating a non conformity or other value associated issues. Any new development must be in conformance with the zoning regulations, thus conserving the value of buildings for the parcel. There has been no evidence to support the zone change will negatively affect the surrounding property and existing buildings. The new zoning is not expected to alter the value of any buildings in the area.

10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zone change will encourage the most appropriate use of this land in Billings.

Attachments

Second Neighborhood Meeting Notes
Zoning Map and Site Photos
Application Letter and Preapplication notes
Chart of Zoning History
Protest Petition
ZC 1019 Ordinance

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Lots 2 & 3, Block 1, Zimmerman Home Place Subdivision, 3rd Filing

Zone Change Neighborhood Meeting Notes

The meeting was conducted from 6-7 PM on October 19, 2022 at the Arrowhead Elementary School. The meeting was hosted by Scott Aspenlieder of Performance Engineering (agent) and Preston Lees (developer).

There were only three (3) public participants for the meeting. We did not receive any calls prior to the meeting only one email which was presented in the package.

Questions from the individuals and subsequent responses are shown below:

- What is the timeline on the development of the property?

  The developer noted that it was unlikely that this project was constructed prior to 2024, more likely 2025, based on completion timelines for ongoing project adjacent to the parcel.

- Why is it being proposed to switch the existing property zoning to CMU1?

  The CMU1 district will allow for a mixed-use construction introducing some restaurant and service businesses to the neighborhood to support the continued residential development. Flexibility to bring food services in and businesses like coffee shops will be necessary to minimize the need to drive and travel out of the development, reducing impacts on traffic.

- What is going to be done to address the increase in traffic in the area?

  A Traffic Impact Study (TIS) was previously completed for this development. The TIS did anticipate the change to a CMU1 development to account for elevated travel from this proposed change. The results of the traffic study to trigger upgrades to the intersection of Avenue E and Zimmerman Trail, calling for installation of a stop light upon full buildout of the Zimmerman Home Place, 3rd Filing development. The developer will have made the financial contributions to the City of Billings for their impact on those improvements. The lighted intersection will take pressure off of the Colton and Zimmerman intersection once installed helping the road network in the area.

- Will the new zoning allow for any casinos to be constructed on the lots?

  No casinos can be permitted on the proposed lots due to proximity to residential properties. There could be the potential for full beverage liquor licenses on the

property but gaming would not be permitted under current City Code due to separation requirements from residential zoning.

- How many stories will the buildings constructed likely be on the property?

  CMU1 zoning allows for up to four (4) stories in construction. It is likely that 3- to 4-story construction would occur on the site to maximize development potential and value for the lot and neighborhood. Currently residential over 1st floor commercial is the tentative plan for the parcel to bring restaurant and community services to the Zimmerman Home Place development and surrounding areas.

- What would signage look like for the parcel and businesses on it?

  Without knowing what businesses could be there it would be hard to anticipate that however any signage will meet the new sign standards as part of Re-Code.

PERFORMANCE ENGINEERING

JOB NO. _____ TASK _____

JOB NAME _____

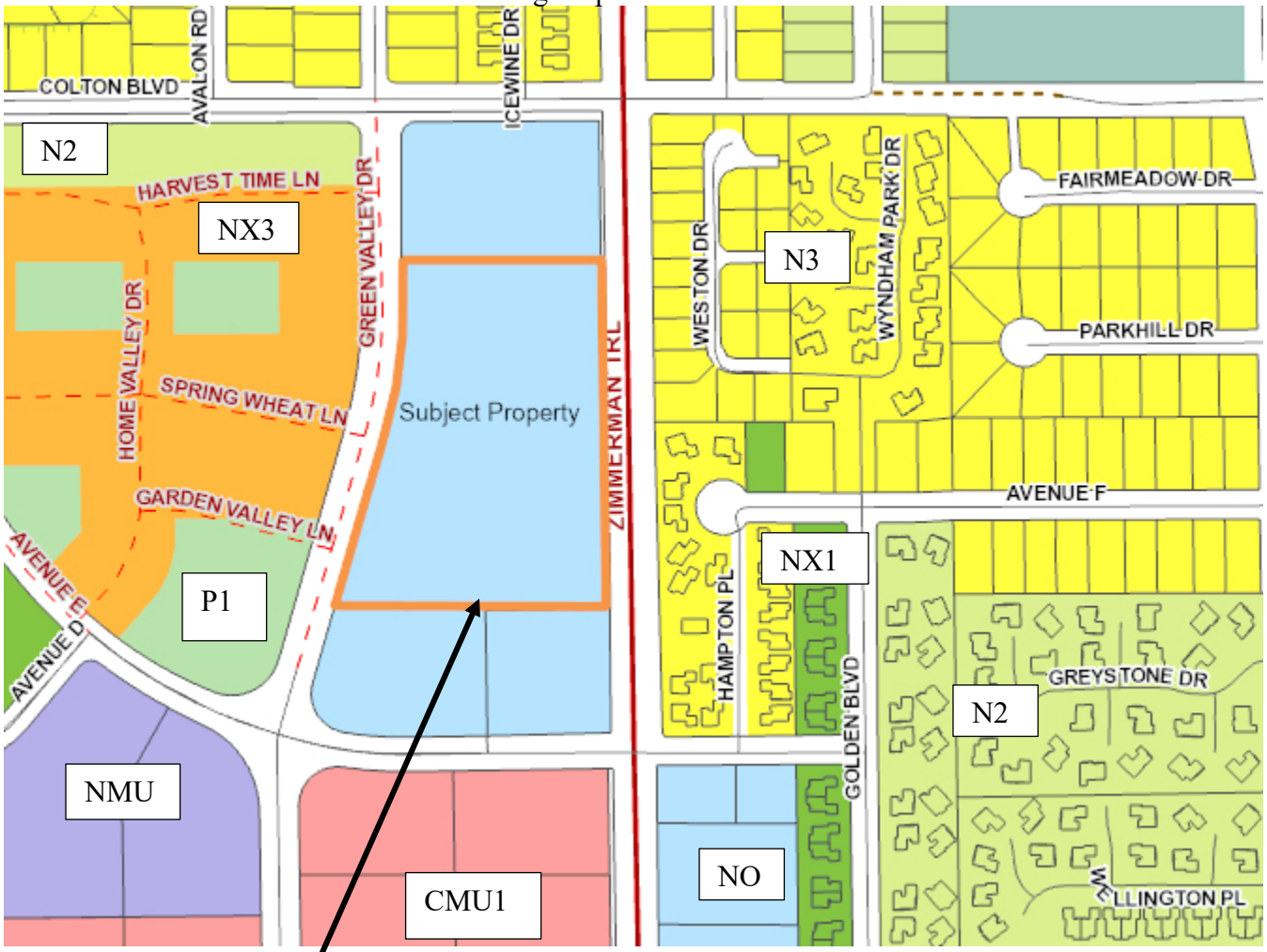
SHEET NO. _____ OF _____

DATE _____

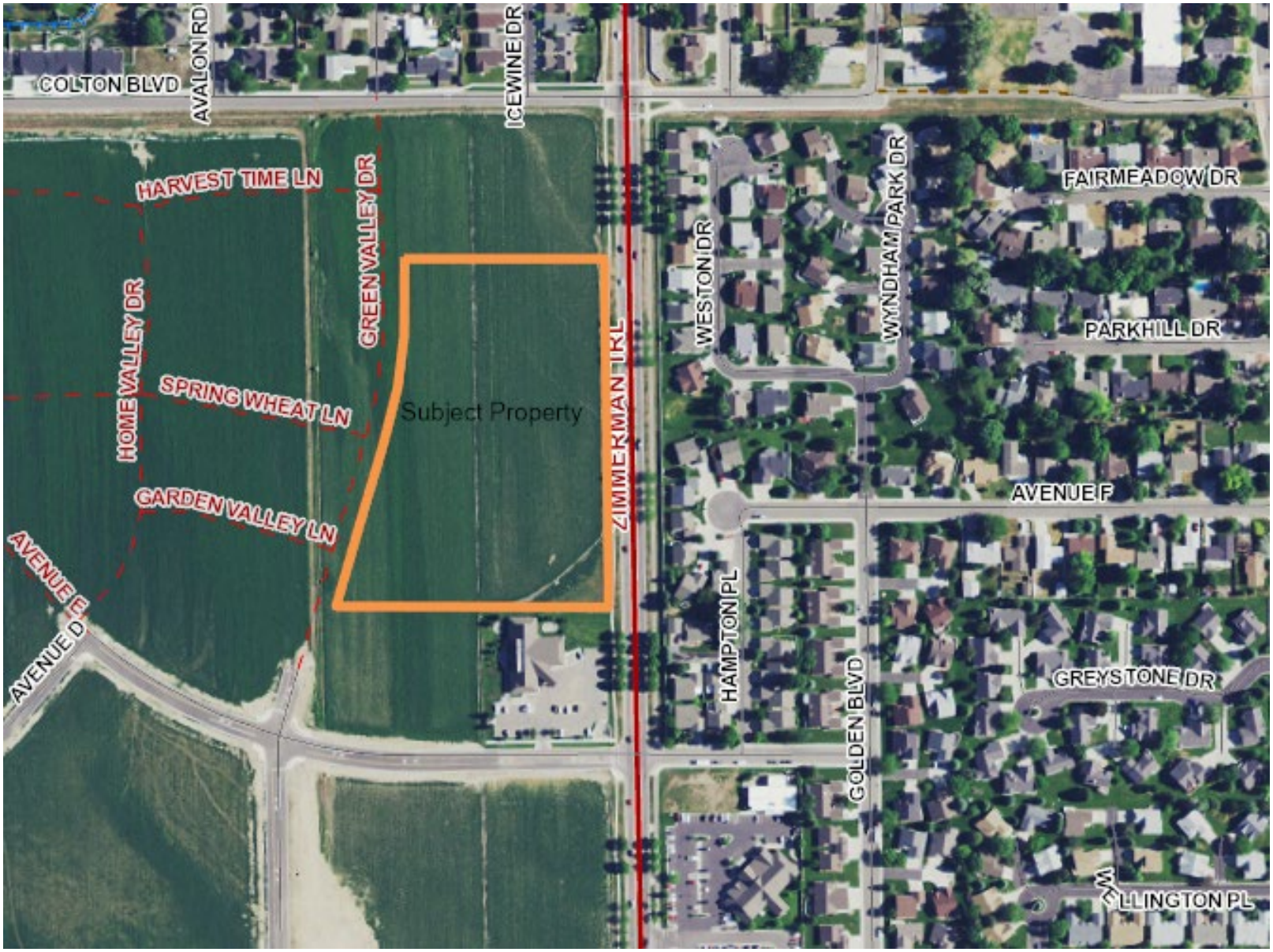
NAME _____

Susan Cranston 2041 Weston
Sharon Hagel 2042 Weston
Gloria Gunthar 1910 Weston

City Zone Change 1019 – Zimmerman Home Place Sub 3rd Filing
Zoning Map and Site Photos



Subject Property
Existing Zone = NO
Proposed Zone = CMU1


COLTON BLVD
AVALON RD
ICEWINE DR
HARVEST TIME LN
GREEN VALLEY DR
HOME VALLEY DR
SPRING WHEAT LN
GARDEN VALLEY LN
AVENUE E
AVENUE D
Subject Property
ZIMMERMAN TRL
WESTON DR
WYNDHAM PARK DR
FAIRMEADOW DR
PARKHILL DR
AVENUE F
HAMPTON PL
GOLDEN BLVD
GREYSTONE DR
WELLINGTON PL



Subject Property – view west from Zimmerman Trail



View north on Zimmerman Trail



View north and east across Zimmerman Trail



View south to the Children's Clinic – directly south of subject property



View south on Zimmerman Trail



View north on Zimmerman Trail

APPLICATION FORM

PZX

CITY ZONE CHANGE **Billings Zone Change #** 1019 **- Project #** 22-00224

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning NO - Residential Office

Proposed Zoning: CMU1 - Mixed-Use Corridor

TAX ID# A36264 CITY ELECTION WARD 4

Legal Description of Property: Zimmerman Home Place Subdivision 3rd Filing, Lot 2 & 3 Block 1, Section 34, T01 N, R25 E, Billings, MT, P.M.M.

Address or General Location (If unknown, contact City Engineering): Near Colton Ave & Zimmerman Trail Intersection

Size of Parcel (Area & Dimensions): 7.513 acres

Present Land-Use: Vacant Rural Land

Proposed Land-Use: Mixed-Use Commercial

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): Highlands ZHP Subdivision, LLC
(Recorded Owner)
2116 Broadwater Ave., Ste. 101, Billings, MT 59102
(Address)
(406) 839 - 7661 preston@beartoothholding.com
(Phone Number) (email)

Agent(s): Performance Engineering, Scott Aspenlieder
(Name)
608 N. 29th Street, Billings, MT 59101
(Address)
(406) 384 - 0080 scott@performance-ec.com
(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: _____ Date: 8/30/22
(Recorded Owner)

RECEIVED
SEP 01 2022
PLANNING & COMMUNITY SERVICES DEPARTMENT



LEGAL DESCRIPTION

LOTS 2 & 3, BLOCK 1, ZIMMERMAN HOME PLACE SUBDIVISION, 3RD FILING, IN S34, T01N, R25E

(1) BLOCK1, LOT 2: 178,116 SF 4.089 ACRES

(2) BLOCK 1, LOT 3: 149,140 SF 3.424 ACRES

ZONING LEGEND

- CMU1: COMMERCIAL MIXED USE 1
- NX1: MIXED RESIDENTIAL 1
- N2: MID-CENTURY RESIDENTIAL
- RR3: RURAL RESIDENTIAL 3
- P1: OPEN SPACE, PARKS, RECREATION
- NO: NEIGHBORHOOD OFFICE
- NX3: MIXED RESIDENTIAL 3
- NMU: NEIGHBORHOOD MIXED USE
- N3: SUBURBAN NEIGHBORHOOD

PROPOSED ZONE CHANGE BOUNDARY

5'-20' BUILD-TO ZONE

EASEMENT BOUNDARY

1' NO ACCESS BOUNDARY

OFF-SITE LOT BOUNDARY

ON-SITE LOT BOUNDARY

SITE AND STRUCTURE REGULATIONS

CITY OF BILLINGS ZONING CODE, ARTICLE 27-400, SECTION 27-406

TABLE 27-400-3

BUILDING SITING	CMU1
BUILD TO CORNER	REQUIRED
MAXIMUM BUILDING COVERAGE (%)	65
MINIMUM FRONT LOT LINE COVERAGE (%)	65
FRONT BUILD-TO ZONE (FEET)	5-20
STREET-SIDE BUILD-TO ZONE (FEET)	5-20
HEIGHT	**CMU1**
OVERALL STORIES: MAXIMUM HEIGHT (STORIES)	4

0 200 400

IN FEET

HIGHLANDS APARTMENTS, LLC

BILLINGS, MT 59102

SHEET TITLE

ZIMMERMAN HOME PLACE PROPOSED ZONING MAP

PROJECT NUMBER 2021-173

SHEET NUMBER 1 OF 1

EXHIBIT A

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Lots 2 & 3, Block 1, Zimmerman Home Place Subdivision, 3rd Filing
Zone Change Questions

1. **Explain how the proposed project is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies.**

   Essential Investments - The proposed project is classified as an "infill development" making it a very cost-effective option for the city. The current development would also allow for the interconnectivity of sidewalks from homes to commercial businesses.

   Business Access – The location of the project along Zimmerman Trail would allow easy access to commercial businesses constructed on site. The short distance to the new apartments and existing residential neighborhoods in the area also allow many residents to commute to the stores without driving on city roads. This accessibility will attract many types of businesses to the growing area.

   Infill Development Policy – The goal of the Billings Infill Policy is to promote housing and retail choices to encourage economic development, by rezoning this area it will stimulate development of the area and provide a more enjoyable neighborhood environment for the residents.

2. **Explain how the proposed project meets the 10 zone change criteria.**
   a. **Is the new zoning designed in accordance with the growth policy?**
      The new zoning adheres to the City of Billings growth policy as it is an essential investment because it is an infill development and provides commercial business/retail access to the residents in the area.

   b. **Is the new zoning designed to secure from fire and other dangers?**
      There are fire hydrants located an adequate distance from the site on Zimmerman Trail. The site is also located outside of any floodplain.

   c. **Will the new zoning promote public health, public safety and general welfare?**
      The proposed zone change will diversify the surrounding neighborhood and allow for easier access to commercial businesses closer to their homes. This makes it possible for residents to use non-motorized transportation, keeping less cars off local roadways which increases the

general welfare of both commuters on the roads and residents of the neighborhood.

d. **Will the new zoning facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements?**
The change in zone will not require any additional water or sewage to the site as it is provided by the development being constructed to the west. It will also improve the effectiveness of the MET as there is a stop located just south of the property location, increasing the number of businesses available to the passengers. Park land was identified and dedicated in the PD development to the west.

e. **Will the new zoning provide adequate light and air?**
The proposed zone change will have minimal impact on light and air in the surrounding area. Any improvements on the land must adhere to the zoning requirements for lighting laid out by the City's Zoning Code.

f. **Will the new zoning effect motorized and nonmotorized transportation?**
The proposed zone change will have some impact on the motorized transportation in the area, however, its short distance to the new apartment complex and existing residential houses in the area allow for nonmotorized vehicles be used to travel to future development on the property. Additionally, there is an MET bus stop in the area to accommodate mass transit use.

g. **Will the new zoning promote compatible urban growth?**
The proposed zoning will promote urban growth to the surrounding area. Development on the west side of Zimmerman Trail and on Green Valley Drive between Avenue E and Grand Avenue is expected. Most of the proposed development is expected to be commercial to further serve the new development at Zimmerman Home Place and surrounding residential developments.

h. **Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?**
The proposed zoning expands the CMU district from Grand Avenue up closer to Colton Boulevard providing easier access for the residents in the area and will help blend the CMU district to the N district to the north and east.

i. **Will the new zoning conserve the value of buildings?**
The new zoning will conserve the value of buildings in the area by creating new amenities for nearby neighborhoods while not intruding upon them.

j. **Will the new zoning encourage the most appropriate use of land throughout the City of Billings?**
The zoning will encourage appropriate use of land by expanding the CMU district on Grand Avenue allowing residents easy access to more businesses in the area.

3. **Does the new zoning fit with the existing or planned developments within the area?**
The new zoning will fit seamlessly into the existing developments, land currently being developed, and future developments in the area. The site will help provide many amenities and necessities for the residents in the area.

Pre-Application Statement of Owner(s) or Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. **Present Zoning**: NO - Residential Office

2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

Zone Change from NO to CMU1

3. **Subject Property Map**: please attach to this form
4. **Legal Description of Property**:
   Zimmerman Home Place Subdivision 3rd Filing, Lot 2 & 3 Block 1, Section 34, T01 N, R25 E, Billings, MT, P.M.M.
5. **Neighborhood Task Force Area**: Yes /// No . If Yes, Name of Task Force and mailing address of Chairperson:
   Westend Task Force. Gordon Olson.
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 24th, day of August, 2022.
   2) The zone change application is based on materials presented at the meeting.

Owner (s): Highlands ZHP Subdivision, LLC Telephone: (406) 839 - 7661
Address: 2116 Broadwater Ave., Ste. 101, Billings, MT 59102 Email: preston@beartoothholding.com

Agent (s): Performance Engineering, Scott Aspenlieder Telephone: (406) 384 - 0080
Address: 608 N. 29th Street Billings, MT 59101 Email: scott@performance-ec.com

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608 North 29th Street, • Billings, MT 59101 • (406) 384-0080

Lots 2 & 3, Block 1, Zimmerman Home Place Subdivision, 3rd Filing

Zone Change Neighborhood Meeting Notes

The meeting was conducted from 6-7 PM on August 24, 2022 via a virtual Zoom meeting. The meeting was hosted by Scott Aspenlieder of Performance Engineering (agent).

There were public participants for the virtual Zoom meeting. We did receive two calls prior to the meeting that night from the HOA east of Zimmerman Trail which had the following questions/comments regarding the proposed zone change along with one email which is included in the packet.

Questions from the individuals and subsequent responses are shown below:

- **What is the timeline on the development of the property?**

  The developer could potentially start construction on the lots in the spring of 2023 with building construction following subdivision and zoning.

- **Why is it being proposed to switch the existing property zoning to CMU1?**

  The CMU1 district allows more flexibility and allows for a mix of residential and commercial uses. This will allow for an intermix of community service style businesses and restaurants along with residential use.

- **What is going to be done to address the increase in traffic in the area?**

  A Traffic Impact Study (TIS) was previously completed for this development. It is likely that an update to the TIS could be required based on use and projected trip generation for the future use. If required, the TIS update would include any recommendations of traffic improvements that may be warranted with the revisions to the proposed zoning. If traffic improvements are warranted based on the updated TIS the developer will be required to install these as part development permits for the lots and/or building permits.

- **Neighbors are concerned about the pedestrian crosswalk at Colton and Zimmerman with additional traffic?**

  The pedestrian crosswalk is designed and permitted to City of Billings standards. If concern continues the City could be petitioned to included a flashing beacon or lighting to notify drivers of an occupied crosswalk. That would be an issue for the City of Billings to address, not this zone change.

- Will the new zoning allow for any casinos to be constructed on the lots?

  No casinos can be permitted on the proposed lots due to proximity to residential properties. There could be the potential for full beverage liquor licenses on the property but gaming would not be permitted under current City Code.

SUBJECT PROPERTY	Zone Change #	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
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
SURROUNDING PROPERTY	**Zone Change #**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
Cardwell Ranch PD	986	October 26, 2020	Update to PD	Y	
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

Tax ID	Owned Property Address	Owner Name(s)	Owner Mailing Address	City	State	Zip Code	Protest Y/N
A30023N	2021 WESTON DR	BARNES, PATRICIA C	2021 WESTON DR	BILLINGS	MT	59102-8132	
A29230	1810 HAMPTON PL	BAXTER, DIANA M	1810 HAMPTON PL	BILLINGS	MT	59102-8126	Yes
A30023P	2007 WESTON DR	BREKHUS, BARRY D	2007 WESTON DR	BILLINGS	MT	59102-8132	Yes
A30023F	1990 WESTON DR	BURNS, PHYLLIS J	1990 WESTON DR	BILLINGS	MT	59102-8110	Yes
A30023L	2041 WESTON DR	CRANSTON, SUSAN E	2041 WESTON DR	BILLINGS	MT	59102-8132	Yes
A30023B	1962 WESTON DR	DAVID KAUTZMANN REVOCABLE LIVING TRUST &	1962 WESTON DR	BILLINGS	MT	59102-8110	Yes
A29240	1876 HAMPTON PL	DAVIS, CLAYTON E	1876 HAMPTON PL	BILLINGS	MT	59102-8126	
A24335	2105 GREEN VALLEY DR	DESIN, MATTHEW & REBEKAH	2320 GOLDEN BLVD	BILLINGS	MT	59102-1248	
A30023E	1982 WESTON DR	EAKIN, NANCY K	1982 WESTON DR	BILLINGS	MT	59102-8110	Yes
A08358	2104 GREEN VALLEY DR	ELLISON, GAIL EDWARD & EUNICE KAY	2104 GREEN VALLEY DR	BILLINGS	MT	59102-1121	
A29237	1845 HAMPTON PL	FARIAS, MARY ANN	1845 HAMPTON PL	BILLINGS	MT	59102-8127	
A30023C	1970 WESTON DR	GUNTHER, SHAWN	1600 PHEASANT BROOK DR	LAUREL	MT	59044-9339	Yes
A30023K	2042 WESTON DR	HAGEL, SHARON	2042 WESTON DR	BILLINGS	MT	59102-8131	Yes
A30023O	2013 WESTON DR	HALLING, KAREN W	2013 WESTON DR	BILLINGS	MT	59102-8132	Yes
A29229M		HAMPTON PLACE PATIO HOMES	3317 AVENUE F	BILLINGS	MT	59102-8111	
A30023J	2034 WESTON DR	HILDENBURG, STEPHEN R & SALLIE R	2034 WESTON DR	BILLINGS	MT	59102-8131	Yes
A29236	1844 HAMPTON PL	HOUGER, WELDYN & BARBARA	1844 HAMPTON PL	BILLINGS	MT	59102-8126	Yes
A30023H	2018 WESTON DR	HOWELL, TANYA	1527 14TH ST W	BILLINGS	MT	59102-3105	Yes
A29233	1824 HAMPTON PL	JANCA, EDWARD & BARBARA K	1824 HAMPTON PL	BILLINGS	MT	59102-8126	Yes
A29235	1833 HAMPTON PL	JANE E DINIUS REVOCABLE TRUST	1833 HAMPTON PL	BILLINGS	MT	59102-8127	
A30023Q	1997 WESTON DR	JOHNSON, JEANNE K	1997 WESTON DR	BILLINGS	MT	59102-8130	
A29232	1823 HAMPTON PL	JONES, DIANE L & ROBERT O	1823 HAMPTON PL	BILLINGS	MT	59102-8127	
A30023I	2026 WESTON DR	JORGENSEN, KATHLEEN	2026 WESTON DR	BILLINGS	MT	59102-8131	Yes
A30023M	2037 WESTON DR	KLEIN, CARL G TRUSTEE	2037 WESTON DR	BILLINGS	MT	59102-8132	Yes
A29238	1855 HAMPTON PL	KRAFT FAMILY TRUST	1855 HAMPTON PL	BILLINGS	MT	59102-8127	
A30023D	1974 WESTON DR	LAUGHERY, TERRY E & RENA A	1974 WESTON DR	BILLINGS	MT	59102-8110	Yes
A29234	1828 HAMPTON PL	MONSON, EDWARD A & SANDRA H	1828 HAMPTON PL	BILLINGS	MT	59102-8126	Yes
A28240B	3385 AVENUE F	MORRIS, FRANCIS L & ALLENE H	3385 AVENUE F	BILLINGS	MT	59102-8111	Yes
A30023S	1967 WESTON DR	MORRISON, JAMES L	1967 WESTON DR	BILLINGS	MT	59102-8130	
A29162	2110 WHITEWATER CIR	NELSON, KEVIN J	2110 WHITEWATER CIR	BILLINGS	MT	59102-1293	
A30023G	2004 WESTON DR	ONSTAD, LORNE L & EDNA F	156 BUFFALO TRAIL RD	LAUREL	MT	59044-8401	
A28240A	3379 AVENUE F	PROPP, LARRY J	3379 AVENUE F	BILLINGS	MT	59102-8111	Yes
A29246	3395 AVENUE F	RAYMOND DRAKE & HARRIET DRAKE LIVING TRUST	3395 AVENUE F	BILLINGS	MT	59102-8111	
A29242	1882 HAMPTON PL	RENFRO, TIMOTHY & MINDY	1882 HAMPTON PL	BILLINGS	MT	59102-8126	
A30023A	1960 WESTON DR	RICKMAN, HAROLD L & MARCIA A	1960 WESTON DR	BILLINGS	MT	59102-8110	Yes
A29229	3395 AVENUE E	ROBERT, MARY KATHLEEN	3395 AVENUE E	BILLINGS	MT	59102-6557	Yes
A30023R	1989 WESTON DR	ROMAN CATHOLIC BISHOP OF	PO BOX 1399	GREAT FALLS	MT	59403-1399	
A29243	1889 HAMPTON PL	ROTH, RANDE K & GAYLE N	1889 HAMPTON PL	BILLINGS	MT	59102-8127	
A29241	1879 HAMPTON PL	SORG, ROD D & DIANNA RAE	1879 HAMPTON PL	BILLINGS	MT	59102-8127	Yes
A30023T	1965 WESTON DR	STREETT, PATRICIA A & ZUNDEL, LORI ANN	1965 WESTON DR	BILLINGS	MT	59102-8130	
A29244	3389 AVENUE F	TAYLOR, GEOFFREY B & KRISTIN T	130 ESSEX PL	KALISPELL	MT	59901-6823	
A29245	3393 AVENUE F	VANDENBURG FAMILY TRUST	3393 AVENUE F	BILLINGS	MT	59102-8111	
A29247	3397 AVENUE F	WASHINGTON, JOHN & ANGELA	3397 AVENUE F	BILLINGS	MT	59102-8111	
A29239	1867 HAMPTON PL	WHITE, ARTHUR & ARLENE	1867 HAMPTON PL	BILLINGS	MT	59102-8127	
A29231	1811 HAMPTON PL	WISE LIVING TRUST, THE	2202 AVALON RD	BILLINGS	MT	59102-1196	
A34358M	34TH ST W	WYNDHAM WEST PATIO HOMES	3648 VICKERY DR	BILLINGS	MT	59102-8006	
A36263		HIGHLANDS ZHP SUBDIVISION LLC & L & L ZHP SUBDIVISION LLC & LUDWIG CONSULTING LLC	2116 BROADWATER AVE STE 101	BILLINGS	MT	59102-4743	
D04784B	3401 AVENUE E	MED-MAP LLC	P.O. Box 1295	BILLINGS	MT	59103	
							22
48 properties within 150 ft of the boundary of the Zone Change 1019							
12 properties must protest the zone change in order to make a "valid protest"							
A valid protest requires a 2/3 majority of the present and voting City Council members to approve ZC 1019							
The valid protest must be received before 5 pm on the **Friday before** the City Council first reading of the ordinance on October 24 2022							
If a property is owned by more than one person, all owners must sign to register the protest for the property							
If a property is owned by a company, trust or an association, the CEO, Trustee or Chairman may sign for the property							
October 17 2022 - Valid protest received - 22 properties in protest							

City zone change 1019 - From NO to CMU1 2 lots

Respectfully submit to the Planning Division and the Billings City Council of the City of Billings:

ZONE CHANGES CRITERIA

WHETHER THE NEW ZONING IS DESIGNED IN ACCORDANCE WITH GROWTH POLICY?

ALSO: WHETHER THE NEW ZONING CONSIDERS THE CHARACTER OF THE DISTRICT AND THE PECULAIR SUITABILITY OF THE PROPERTY FOR PARTICULAR USES?

NO -- With the exception of the intersection of King Ave W and 32nd St. and Grand Ave. and Zimmerman Trail the business's that front 32nd St and Zimmerman Trail resemble more Zone NO and less/or not CMUI. CMU1 seems more suitable to front the streets that run East and West but not North and South. 24th St west and Shiloh Road both North/South main roads are suited for CMUI and larger commercial zones. They are separated by 16 blocks. Billings does not need another commercial orientated road running North/South between 24th St W and Shiloh Road, especially at the expense of changing the look and feel of Zimmerman Trail.

Zimmerman Trail is a tranquil and scenic trail/road with limited commercial businesses at Grand Ave. From Grand Ave north on the west side of Zimmerman Trail (except side of Town pump gas station) there is very limited acreage that can even be considered as CMU1. We feel that preserving the interest/beauty and uniqueness of Zimmerman Trail should be a priority over commercial expansion. Once developed we will never get another trail in Billings with such beauty and history.

Commercial zoning is already available on the north side of Grand Ave, west of 36th St west and the round-a-bouts for traffic flow are in place.

WHETHER THE NEW ZONING IS DESIGNED TO SECURE FROM FIRE AND OTHER DAMGERS?

NO -- We assume developers will adhere to City code. This increased traffic could have a negative impact on response time when EMS, Fire and Police are responding to a call. Emergency responders race up Zimmerman Trail with sirens blaring and lights flashing responding to calls for help and assistance several times every day. EMS uses Zimmerman Trail, Rimrock Road or Poly Drive to arrive at hospitals.

Zimmerman Trail is the most direct route to access Hwy 3, the Airport and housing/business in that area from the west side of Billings.



WHETHER THE NEW ZONING WILL PROMOTE PUBLIC HEALTH, PUBLIC SAFTY AND GENERAL WELFARE?

NO -- to public safety. The cross walk at Zimmerman Trail and Colton Blvd is very busy with bikers, joggers, walkers, dogs and students. Students at Boulder Elementary are 1/2 block away. Often times motor vehicles can be heard braking hard to get stopped at this intersection. We are aware of a dog being hit by a car at that intersection. Zimmerman Trail has wide sidewalks on both sides of the Trail and the bike path connects to these sidewalks which fosters much use of these walking biking areas. People presence requires more care be taken to assure public safety.

WHETHER THE NEW ZONING WILL PROVIDE ADEQUATE LIGHT AND AIR?

YES, TOO MUCH LIGHT! -- Patio homes on the east side of Zimmerman Trail, which are directly across the street and less than 150 feet from this requested CMU1 zone change are where the bedrooms are located in each patio home. Tall brightly lit signage for possibly 24 hours a day would be very disruptive to homeowners. Homes were purchased with neighboring NO present zoning and factored in when purchasing the homes. This would not be fair to homeowners to change the neighboring zoning as it will decrease the enjoyment of our homes as well as decrease the values.

PROBABLY – the air could be affected with increased motor vehicles exhaust and depending on what type of business allowed in CMU1. The air could be compromised and affect people susceptible with asthma or other allergies associated to particles are in the air.

WHETHER THE NEW ZONING WILL AFFECT MOTORIZED AND NONMOTORIZED TRANSPORTATION?

YES -- both will increase which is expected when commercial business is built. The problem is handling the increase. There will be a problem getting on to Zimmerman Trail from either side of the street so there will be a need for additional expenses for stop lights or round abouts on Zimmerman Trail. If widening the road will be a consideration from Colton Blvd north this would displace other homeowners and require much planning and huge expenditure of tax dollars to widen up the scenic hill to Hwy 3.



WHETHER THE NEW ZONING WILL PROMOTE CAMPATIBLE URBAN GROWTH?

NO -- This zone change involves 7.513 aces! Inserting 7.513 acres of CMU1 zoning into a large area that is zoned NX1, N2, P1, NO, NX3, NMU, N3, RR3 seems very intrusive and out of place. NO zone accommodates urban growth but on a kinder, less intrusive scale. CMU1 zoning should be along Grand Ave where there are similar zones and the roads are established to handle large amounts of traffic efficiently.

WHETHER THE NEW ZONING CONSIDERS THE CHARACTER OF THE DISTRICT AND THE PECULIAR SUITABILITY OF THE PROPERTY FOR PARTICULAR USES?

NO -- The character of this district is scenic. Zimmerman Trail is a unique entrance/exit route to the west/northwest part of Billings and provides a beautiful view of the rims. The real urban part of Billings begins when south and traffic approaches Grand Ave. The urban feel is less as you travel north of Grand Ave. The peculiar suitability of this 7.513 acres should be tranquil to align with the established character.

WHETHER THE NEW ZONING WILL CONSERVE THE VALUE OF BUILDINGS?

NO -- Currently the surrounding property is multi/family use and neighborhood office. Inserting CMU1 commercial which can be up to 4 stories tall, bright lights and significant increase in traffic will not conserve the value of existing dwellings and homes.

WHETHER THE NEW ZONING WILL ENCOURAGE THE MOST APPROPRIATE USE OF LAND THROUGHT THE CITY?

NO – The City of Billings got it right the first time when they zoned this area as NO. We would ask that the City of Billings Planning and City Council preserve and protect the integrity of Zimmerman Trail from Broadwater Ave to Hwy 3. Zimmerman Trail is one of a kind and unique to Billings. Please give proper consideration now by **voting against** inserting CMU1 into an area of neighborhood offices and multi/family use.



RECEIVED
OCT 17 2022
PLANNING & COMMUNITY SERVICES DEPARTMENT

PETITION AGAINST CITY ZONE CHANGE
ZONE CHANGE 1019 from NO to CMU1 7.513 acres 2 lots
GENERAL LOCATION: Zimmerman trail + Ave E

WE, the undersigned are against the above proposed zone change for the following reasons:

See attached

NAME (PRINT)	SIGNATURE	PROPERTY OWNED (ADDRESS)
NANCY EAKIN	Nancy K Eakin	1982 Weston DR.
Kathleen Jorgensen	Kathleen Jorgensen	2026 Weston Dr.
Sallie R Hildenbarg	Sallie R Hildenburg	2034 Weston Dr
Stephen R. Hildenburg	Stephen R. Hildenburg	
Sharon Hagel	Sharon Hagel	2042-Weston Dr.
Susan Cranston	Susan E. Cranston	2041 Weston Dr.
(TRUSTEE) CARL G. KLEIN	Carl G. Klein	2037 WESTON DR.
Phyllis J. Burns	Phyllis J. Burns	1990 Weston Dr.
Karen W Halling	Karen W. Halling	2013 Weston Dr
LARRY J PROPP	Larry J Propp	3379 Ave F
Dianna Rae ROD SORG	Dianna Rae Rod Sorg	1879 HAMPTON PLACE 1879 HAMPTON PLACE
SANDRA H MONSON	Sandy Monson	1828 Hampton Pl
MENSON EDWARD A.	Edward A. Monson	11
EDWARD JANCA	Edward Janca	1874 HAMPTON PLACE
BARBARA K. JANCA	Barbara K. Janca	1874 HAMPTON PLACE
Diana M Baxter	Diana M Baxter	1810 Hampton Place

Please note protests against a zone change for property more than 150 feet from the zone change property will not trigger a "valid protest" vote by the City Council.
Protest Petition must be received by the Planning Department at 2825 3rd Ave North, 4th Floor, by 5:00 pm on the Friday before the first City Council meeting

RECEIVED
OCT 17 2022
PLANNING & COMMUNITY SERVICES DEPARTMENT

PETITION AGAINST CITY ZONE CHANGE
ZONE CHANGE 1019 from NO + CMU1 7.513 acres, 2 lots
GENERAL LOCATION: Zimmerman Trail & Ave E

WE, the undersigned are against the above proposed zone change for the following reasons:

See attached

NAME (PRINT)	SIGNATURE	PROPERTY OWNED (ADDRESS)
Mary Katheran Robert	Mary Robert	3395 Ave E
ALLENE MORRIS	Allene Morris	3385 Ave F
FRANCIS L. MORRIS	Francis L Morris	3385 Ave F
KERRY LAUGHERY	Kerry Laughery	1974 Weston
Rena Laughery	Rena Laughery	1974 Weston Drive
MARCIA RICKMAN	Marcia Rickman	1960 Weston Dr
HAROLD RICKMAN	Harold Rickman	1960 WESTON DR
Houger, Weldyn	Weldyn Houger	1844 Hampton Pl
Houger, Barbara	Barbara Houger	1844 Hampton Pl
Barry Brekhus		2007 Weston Dr.
DAVID KANTZMANN	David Kantzmann	1962 WESTON DR
SHANN GUNTHER		1970 Weston DR

Please note protests against a zone change for property more than 150 feet from the zone change property will not trigger a "valid protest" vote by the City Council.
Protest Petition must be received by the Planning Department at 2825 3rd Ave North, 4th Floor, by 5:00 pm on the Friday before the first City Council meeting

RECEIVED
OCT 17 2022
PLANNING & COMMUNITY SERVICES DEPARTMENT

PETITION AGAINST CITY ZONE CHANGE

ZONE CHANGE 1019 from NO to CMU1 - 2 lots 7.513 acres

GENERAL LOCATION: Zimmerman trail and Ave E

WE, the undersigned are against the above proposed zone change for the following reasons:

See attached

NAME (PRINT)	SIGNATURE	PROPERTY OWNED (ADDRESS)
Tanya Howell	T Howell	2018 Weston Drive

Please note protests against a zone change for property more than 150 feet from the zone change property will not trigger a "valid protest" vote by the City Council.

Protest Petition must be received by the Planning Department at 2825 3rd Ave North, 4th Floor, by 5:00 pm on the Friday before the first City Council meeting

ORDINANCE 22-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON Lots 2 and 3, Block 1, Zimmerman Home Place Subdivision, 3rd Filing, BE AMENDED

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

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION. Lots 2 and 3, Block 1, Zimmerman Home Place Subdivision, 3rd Filing,** are presently zoned **Neighborhood Office (NO)** and are 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 Lots 2 and 3, Block 1, Zimmerman Home Place Subdivision, 3rd Filing,** is hereby changed from **Neighborhood Office (NO)** to **Corridor Mixed Use 1 (CMU1)**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Corridor Mixed Use 1 (CMU1)** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 28th day of November, 2022.

PASSED, ADOPTED and APPROVED on second reading this 12th day of December, 2022.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1019, Zimmerman Home Place

City Council Regular

Date:	11/28/2022
Title:	Public Hearing on First Reading - Ordinance creating second Municipal Court Judge office
Presented by:	Gina Dahl
Department:	Legal
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends Council conduct a public hearing and adopt on first reading the ordinance creating a second office of Municipal Court Judge.

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

Billings City Code currently provides for one elected office of Municipal Court Judge as well as a part-time Municipal Court Judge position that is appointed by the Municipal Court Judge. (See BMCC 10-202.) However, in the 2021 legislative session, the Montana legislature passed a bill that eliminated the ability of a Municipal Court Judge to appoint a part-time assistant judge. The bill became effective April 10, 2022, and Billings Municipal Court is no longer able to employ a part-time assistant judge. Therefore, Section 10-202 needs to be amended to provide for a second elected position of Municipal Court Judge. Montana Code requires City Council to set the number of Municipal Court Judges by ordinance. (See MCA 3-6-201.)

The next opportunity to hold an election for Municipal Court Judge is November 2023. This will provide for staggered terms because the Honorable Sheila Kolar was re-elected to a term as Municipal Court Judge in November 2021. This ordinance should be adopted at the beginning of 2023 to provide adequate time for suitable candidates to consider filing to run for this office. The primary election for municipal offices is held in September and candidate filing begins in April.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve. If Council does not approve this ordinance, a second office of Municipal Court Judge will not be created.

FISCAL EFFECTS

As Council will recall, the November 2021 ballot included a public safety mill levy question which was passed and approved by 60% of the voters in Billings. During the public education process leading up to the November 2021 election, City staff provided information that part of this levy would provide funding for a second office of Municipal Court Judge as well as adequate staffing for that office. Therefore, the second office in Municipal Court is already anticipated and will be funded through the public safety mill levy.

Attachments

Ordinance

ORDINANCE 22-_____

AN ORDINANCE OF THE CITY OF BILLINGS, CREATING A SECOND OFFICE OF MUNICIPAL COURT JUDGE; AMENDING CHAPTER 10 OF BILLINGS, MONTANA CITY CODE (BMCC) SECTIONS 10-202(a)(b)(c) MUNICIPAL COURT JUDGES, SECTION 10-205(a)(b) ANNUAL SALARY AND EXPENSES; ESTABLISHING A STAGGERED ELECTION CYCLE FOR THE MUNICIPAL JUDGES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Sec. 10-101 of the Billings, Montana City Code (BMCC), there shall be a municipal court as prescribed by state law; and

WHEREAS, the City has previously created the office of a full time elected municipal court judge pursuant to Title 3, Chapter 6, MCA; and the provisions of BMCC Chapter 10; and

WHEREAS, §3-6-201, MCA and Sec. 10-202(b), BMCC provide for part-time assistant judges appointed by the elected municipal court judge and confirmed by the Billings City Council to serve with all the rights and responsibilities of a full-time judge; and

WHEREAS, the 2021 Montana Legislature amended §3-6-201, MCA, to remove the authorization for part-time assistant judges and effective April 10, 2022, Montana state law requires all municipal court judges to be elected; and

WHEREAS, it is in the interests of the City to establish a second full-time elected municipal court judge position to comply with State law, to manage the municipal court's caseload and to more efficiently administer justice in the City of Billings.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Chapter 10 of the Billings, Montana City Code (BMCC) is amended as follows and any sections not amended herein shall remain in effect:

Sec. 10-202. - Municipal court judges.

(a) There shall be ~~one (1)~~two (2) full-time elected municipal court judges. ~~The~~A ~~-~~judge's term commences on the first Monday in January following the election. The judge shall hold office for the term of four (4) years and until a successor is elected and qualified. The terms of the municipal court judges shall be staggered.

(b) The city council may change the number of full-time municipal judges by ordinance. ~~The elected municipal court judge may, with the approval of the city council, appoint a part-time assistant judge, who must have the same qualifications as a judge pro tempore, to serve during the elected judge's term of office. An order by a part-time assistant judge has the same force and effect as an order of a municipal court judge.~~

(c) The chief judge of the municipal court shall be determined in accordance with title 3, chapter 6, of the Montana Code Annotated (MCA 3-6-101 et seq.).

Sec. 10-205. - Annual salary; expenses.

(a) Pursuant to MCA 3-6-203, the salary of the city municipal court judges ~~and any part-time assistant judge~~ must be fixed by ordinance or resolution.

(b) In addition to the foregoing, ~~the~~ a ~~Billings M~~municipal ~~C~~court ~~j~~Judge shall receive his or her actual and necessary traveling expenses and all other necessary expenses as budgeted in the city's annual budget.

Section 2. The City Council hereby authorizes the creation of a second full time office of a municipal court judge to commence on the first Monday in January of 2024. The Billings City Council hereby requests the Yellowstone County Clerk - Elections Administrator to immediately commence with an election for the second full time municipal court judge to occur on November 7, 2023.

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

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

Section 5**.** **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

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

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

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

City Council Work Session

Date:	11/28/2022
Title:	New City Hall Project Updates
Presented by:	Jessica Fust
Department:	City Hall Administration
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

This is an informational presentation where staff and consultants will provide project updates including scope, timeline and budget.

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

The City purchased the Stillwater Building in October 2021 and staff and consultants have been working on design development over the past 12 months. The City entered into a contract for Construction Manager at Risk (CMAR) with Dick Anderson Construction earlier this year. The design development plan set was completed at the end of September and Dick Anderson worked on a comprehensive budget estimate based on the design development set. The estimated costs for the entire project are greater than what has been previously discussed with Council. This presentation will include funding and project scope options for council to review and provide feedback.

ALTERNATIVES

Alternatives and options will be presented to council for feedback.

FISCAL EFFECTS

Costs and funding options will be presenting and council's direction will have fiscal effects on the project.

SUMMARY

Additional information will be sent to City Council as soon as it is available ahead of this meeting for review.

City Council Regular

Date:	11/28/2022
Title:	New City Hall Project - Bid Package #1 Award Contract Amendment
Presented by:	Jessica Fust
Department:	City Hall Administration
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends approval of Bid Package #1 contract amendment with Dick Anderson Construction for $2,209,299.

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

The City has a contract with Dick Anderson Construction to perform as Construction Manager at Risk (CMAR) for this project. Dick Anderson advertised Bid Package #1 following the state required procurement process on behalf of the City. The Bid Package was advertised in Yellowstone County News on 9/30/22, 10/7/22, and 10/14/22. Bids were opened on 10/20/22.

Bid Package #1 includes demolition scope for the New City Hall project and for subcontractors to order long lead-time materials, specifically mechanical and electrical components.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve and delay the project timeline

FISCAL EFFECTS

The award of this contract will allocate $2,209,299 out of the New City Hall Project budget of $9.9M from the General Fund approved in the FY23 budget.

Attachments

DAC Contract Amendment #1

DocuSign Envelope ID: 86933011-15A6-4C7A-8D0A-BF0C2E570071

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year Two Thousand Twenty-Two , 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 Nineteenth day of April in the year 2022 (the "Agreement")
(In words, indicate day, month, and year.)

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

City of Billings Law and Justice Center / City Hall Remodel
316 North 26th Street, Billings, Montana

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

City of Billings
P.O. Box 1178
Billings, MT 59103

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

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

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

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.

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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Two-Hundred Nine Thousand, Two-Hundred Ninety-Nine Dollars ($ $2,209,299

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), 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.)

Refer to attached Exhibit 1

§ 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
none	

§ 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)
none		

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.

§ 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.)

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

[X] By the following date: To be determined in a future GMP Amendment

§ 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.)

See Exhibit 2

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.)

See Exhibit 3

Number	Title	Date

§ 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

Other identifying information:

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

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Item	Price

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

See Exhibit 1

§ 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.)

Bid Pack 1 – Addendum No. 1, dated 10/07/2022
Bid Pack 1 – Addendum No. 2, dated 10/19/2022

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.)

Ostlund's Fire Protection, Inc. – Fire protection engineering, demolition and installation
NORPAC Sheet Metal – HVAC equipment, demolition and installation
TrueNorth Steel – Steel fabrication and installation
Ace Electric, Inc. – Electrical equipment, demolition and installation
Star Service, Inc. – Plumbing and piping equipment, demolition, and installation

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
	DocuSigned by: Kevin Hintt 81569D2954EE489...
	Kevin Hintt Vice President – Billings
(Printed name and title)	*(Printed name and title)*

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Exhibit 1

DICK ANDERSON CONSTRUCTION

November 28, 2022

City of Billings
Attn: City Council Members
PO Box 1178
Billings, MT 59103

RE: Billings New City Hall Remodel - Bid Package #1

Council Members,

This letter is to convey the results for the Billings New City Hall Remodel - Bid Package #1. Bids were received October 20th, 2022 by 2 PM at DAC's office and opened with AJ Harmon (Project Manager, DAC) Shane Flohr (Preconstruction Manager, DAC), and John Caterino (City of Billings). There was also two subcontractors present to observe the bid opening (Norpac Sheet Metal and Star Service). Below are the lowest responsive bidders after post bid vetting was completed.

05-1 Structural Steel Fabrication & Installation:
- True North Steel: $148,388.00

06-1 Miscellaneous Carpentry, Demolition, & Shoring:
- Dick Anderson Construction: 353,512.00

21-1 Fire Sprinkler Demolition:
- Ostlund Fire Protection: $42,270.00

22-1 Plumbing Demolition & Equipment Purchase:
- Star Service: $254,317.00 (Includes Equipment Purchase)
- Equipment breakdown:
  - Water Cooled Chiller: $160,000.00 (21-22 week anticipated lead time)

23-1 HVAC Demolition & Equipment Purchase:
- NORPAC Sheet Metal: $884,896.00 (Includes Equipment Purchase)
- Equipment breakdown:
  - Air Handling Units AHU-1, 2, 4, 5: $326,384.00 (36 week anticipated lead time)
  - Rooftop Unit RTU-1: $42,999.00 (23 week anticipated lead time)
  - RAF-1, 2, 3, 4, & IH-1: $24,999.00 (24 week anticipated lead time)

4512 South Frontage Rd
PO Box 31511
Billings, MT 59101

daconstruction.com
Always Part of the Solution

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26-1 Demolition & Equipment Purchase:

- Ace Electric: $152,364.00 (Includes Equipment Purchase)
- Equipment Breakdown:
    - 1200 amp breaker: $53,872.00 (22 week anticipated lead time)
    - VFD's: $21,392.00 (35 week anticipated lead time)
    - 1200 amp transfer switch: $39,137.00 (24 week anticipated lead time)

Dick Anderson Construction recommends the below subcontractors be retained to complete their respective bid packages.

05-1: True North Steel
06-1: Dick Anderson Construction
21-1: Ostlund Fire Protection
22-1: Star Service
23-1: NORPAC Sheet Metal
26-1: Ace Electric

Please review the following bid clarifications:

- This proposal is based off the construction plans and project manual from JLG Architects labeled "Billings New City Hall Remodel" dated 09/23/22, Addendum #1 dated 10/07/22, and addendum #2 dated 10/19/22.
- The below items are to be provided by the City of Billings for the duration of the construction project:
    - Building Permit and Plan Review Fees
    - System Development Fees
    - Right of Way Permits and Fees
    - All utilities required for construction (water, electric, gas/heat)
    - Temporary toilets for construction
    - Snow removal outside of construction fence
    - Parking (free street parking or parking in basement)
    - 30 yard construction dumpster and haul off of all construction waste
- The scopes of work included in bid packages 21-1 Fire Suppression, 22-1 Plumbing, 23-1 HVAC, and 26-1 Electrical are for demolition and equipment purchasing only. No new work or new equipment installation is included in this proposal and will need to be included in a future GMP Amendment.
- This proposal excludes builders risk insurance and assumes the Builders Risk Insurance will be provided by the City of Billings with Dick Anderson Construction named as additionally insured.
- Panel Boards and Uninterruptible Power Supply (UPS) Panel are not included in this bid package. The anticipated lead time for panels is 6 months after the final design is complete and the panel submittals are approved.
- See attached Bid Package #1 Master Budget for a breakdown of the full estimate.

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The scope of work bid with these documents includes the above bid packages only. No other scopes of work are included in the contract amendment.

Construction lead times for certain equipment have the potential to extend the completion date of the project. The lead times provided in this proposal are estimates only and not guarantees from our suppliers.

DAC recommends that the project includes a 3% construction contingency of $66,279 be held for potential material escalation increases, unforeseen conditions, and errors and omissions in the design. In order to minimize the impacts of escalation, DAC would immediately order all building materials upon approval of the project and submittal approvals. Any material escalation increases above 5% would be accompanied with backup documentation.

Thank you for this opportunity to present this bid package. Let us know if you have any questions or need additional information.

Sincerely,

_____

AJ Harmon – Project Manager
Dick Anderson Construction, Inc.

Attachment A: Bid Package #1 Master Budget

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PO Box 31511
Billings, MT 59101

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	Description		Quantity	Unit	Price	Amount Dollars	Cents
	01-1 General Conditions	**(Page 2)**				139,969	75
	05-1 Struct Steel Fab	**(Page 2)**				171,488	00
	06-1 Misc. Carpentry	**(Page 2)**				353,512	00
	21-1 Fire Sprinkler	**(Page 2)**				42,270	00
	22-1 Plumbing	**(Page 2)**				254,317	00
	23-1 HVAC	**(Page 2)**				884,896	00
	26-1 Electrical	**(Page 2)**				152,364	00
		Subtotal				1,998,817	00
	Insurance: Builder's Risk BY OWNER					0	00
	Insurance: OCP	0.062%				1,370	00
	Insurance: General Liability	1.000%				20,002	00
	Margin: GC on bid (main Contract)	4.250%				85,858	00
	Bond: Payment & Performance					15,755	00
	Montana 1% GRT	1.000%				21,218	00
	Contingency: % Estimated Cost	3.000%				66,279	00
	Estimate Total					**2,209,299**	**00**

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	Description	Quantity	Unit	Price	Amount Dollars	Cents
	01-1 General Conditions					
1	Project Manager (1/4 Time)	3	mo	4,725.00	11,812	50
2	Project Engineer (1/2 Time)	3	mo	7,470.00	18,675	00
3	Superintendent (Full Time)	3	mo	15,312.50	38,281	25
4	Reproduction: Plans allowance by set	3	set	350.00	1,050	00
5	Project Photos by GC (Struction Site - Wont use for demo)	1	ls			
6	Safety Manager	3	mo	1,275.00	3,187	50
7	Safety (Project Specific Items)	3	mo	1,930.00	4,825	00
8	Permits: Building Permit & Plan Review BY OWNER					
9	Permits: System Development BY OWNER					
10	3rd Party Testing BY OWNER					
11	Temp Phone: Mobile	3	mo	250.00	625	00
12	Temp Water (drinking)	3	mo	50.00	125	00
13	Temp Water (project) BY OWNER					
14	Temp Electric BY OWNER					
15	Temp Portable Toilets BY OWNER	3	mo			
16	Temp Heat BY OWNER					
17	Winter Conditions Snow Removal BY OWNER					
18	Temp Internet	3	mo	120.00	300	00
19	Gas & Fuel / vehicle	12	wk	220.00	2,640	00
20	Parking (BY OWNER, Free street parking or in basement)	3	mo			
21	Office setup in building	1	ls	3,140.00	3,140	00
22	Mobilzation	1	ea	3,140.00	3,140	00
23	Demobilization (will be included in main project GC's)	0	ea			
24	Jobsite Office Supplies	3	mo	100.00	250	00
25	Office IT & Software (Procore)	3	mo	1,000.00	2,500	00
26	Postage/FEDEX/UPS	3	mo	65.00	162	50
27	Superintendent Truck	3	mo	1,500.00	3,750	00
28	Construction Security Fence - 6 Ft Height	850	lf	13.40	11,390	00
29	Project Signs	1	ea	896.00	896	00
30	Traffic signage	1	job	2,520.00	2,520	00
31	Dumpster Rental 30cy (by pull) by Owner	12	pull			
32	Dumpster Shoots Erection/Dismatle	1	ls	16,700.00	16,700	00
33	Dumpster Shoots Purchase/Rental	1	ls	14,000.00	14,000	00
	05-1 Struct Steel Fab					
34	Quote: Structural Steel Fabricator/Erection Stair/New Beams	1	ea	148,388.00	148,388	00
35	UP Bid: Remove Steel Art Panels and Set on Storage Crates	5	ea	4,620.00	23,100	00
	06-1 Misc. Carpentry					
36	06-1 Misc. Carpentry	1	ls	353,512.00	353,512	00
	21-1 Fire Sprinkler					
37	21-1 Demo Sprinkler Subcontractor	1	ls	42,270.00	42,270	00
	22-1 Plumbing					
38	22-1 Demo Plumbing Subcontractor	1	ls	254,317.00	254,317	00
	23-1 HVAC					
39	23-1 Demo HVAC Subcontractor	1	ls	884,896.00	884,896	00
	26-1 Electrical					
40	26-1 Demo Electrical Subcontractor	1	ls	152,364.00	152,364	00
	Forwarded to totals page 1				152,364	00

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EXHIBIT 2 - SPECIFICATIONS

SECTION 00 0110 - TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

Division 00 -- Procurement and Contracting Requirements

- 00 0101 - Project Title Page
- 00 0105 - Certifications Page
- 00 0110 - Table of Contents
- 00 1113 - Advertisement for Bids
- 00 2212 - Instructions to Bidders
- 00 2213 - Supplementary Instructions to Bidders
- 00 2219 - Responsible Contractor Form
- 00 2413 - Contract Bid Categories
- 00 2600 - Procurement Substitution Procedure
- 00 4113 - Bid Form
- 00 5213 - Agreement Forms
- 00 6100 - Bond Forms
- 00 6213 - Sample Insurance Certificate
- 00 6523 - Withholding Affidavit for Contracting
- 00 7200 - General Conditions
- 00 7300 - Supplementary Conditions

SPECIFICATIONS

Division 01 -- General Requirements

- 01 1100 - Summary of Work
- 01 1200 - Tentative Construction Schedule
- 01 2000 - Price and Payment Procedures
- 01 2100 - Allowances
- 01 2200 - Unit Prices
- 01 2300 - Alternates
- 01 3000 - Administrative Requirements
- 01 3100 - Project Management and Coordination
- 01 3329 - Sustainable Design Reporting
    - 01 3591 - Period Treatment Procedures
- 01 4000 - Quality Requirements
- 01 4533 - Code-Required Special Inspections
- 01 5000 - Temporary Facilities and Controls
- 01 5813 - Temporary Project Signage
- 01 6000 - Product Requirements
- 01 6116 - Volatile Organic Compound (VOC) Content Restrictions
- 01 7000 - Execution and Closeout Requirements
- 01 7419 - Construction Waste Management and Disposal
- 01 7800 - Closeout Submittals

Division 02 -- Existing Conditions

- 02 0342 - Removal and Salvage of Period Construction Materials
- 02 4100 - Demolition

Division 04 -- Masonry

- 04 2000 - Unit Masonry

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04 4313 - Stone Masonry Veneer

Division 05 -- Metals

05 1200 - Structural Steel Framing
05 4000 - Cold-Formed Metal Framing
05 5000 - Metal Fabrications
05 5100 - Metal Stairs
05 5213 - Pipe and Tube Railings
05 7000 - Decorative Metal

Division 06 -- Wood, Plastics, and Composites

06 1000 - Rough Carpentry
06 2000 - Finish Carpentry
06 4100 - Architectural Wood Casework
06 8316 - Fiberglass Reinforced Paneling

Division 07 -- Thermal and Moisture Protection

07 2100 - Thermal Insulation
07 2119 - Foamed-In-Place Insulation
07 2400 - Exterior Insulation and Finish Systems
07 2500 - Weather Barriers
07 4243 - Composite Wall Panels
07 5300 - Elastomeric Membrane Roofing
07 8100 - Applied Fire Protection
07 8400 - Firestopping
07 9200 - Joint Sealants

Division 08 -- Openings

08 1113 - Hollow Metal Doors and Frames
08 1416 - Flush Wood Doors
08 3100 - Access Doors and Panels
08 3313 - Coiling Counter Doors
08 4313 - Aluminum-Framed Storefronts
08 5659 - Service and Teller Window Units
08 7100 - Door Hardware
08 7105 - Hardware Groups
08 8000 - Glazing
08 8813 - Fire-Rated Glazing

Division 09 -- Finishes

09 2116 - Gypsum Board Assemblies
09 3000 - Tiling
09 5100 - Acoustical Ceilings
09 6500 - Resilient Flooring
09 6623 - Resinous Matrix Terrazzo Flooring
09 6813 - Tile Carpeting
09 7200 - Wall Coverings
09 8414 - Acoustic Stretched-Fabric Wall and Ceiling Systems
09 9113 - Exterior Painting
09 9123 - Interior Painting
09 9300 - Staining and Transparent Finishing

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09 9600 - High-Performance Coatings

Division 10 -- Specialties

10 1100 - Visual Display Units

10 1400 - Signage

10 2113.13 - Metal Toilet Compartments

10 2600 - Wall and Door Protection

10 2800 - Toilet, Bath, and Laundry Accessories

10 4400 - Fire Protection Specialties

10 5500 - Postal Specialties

Division 11 -- Equipment

11 3013 - Residential Appliances

Division 12 -- Furnishings

12 2400 - Window Shades

12 3600 - Countertops

Division 23 -- Heating, Ventilating, and Air-Conditioning (HVAC)

23 0519 - Meters and Gauges for HVAC Piping

END OF SECTION

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EXHIBIT 3 - LIST OF DRAWINGS

INDEX OF DRAWINGS

SHEET NUMBER	SHEET NAME	Issued For	Sheet Issue Date	Current Revision Date
GENERAL				
G100	COVER SHEET	BID PACK #1	09/23/22	
G101	TITLE SHEET	BID PACK #1	09/23/22	
G102	EXISTING BUILDING PHOTOS	BID PACK #1	09/23/22	
G105	TYPICAL INTERIOR ASSEMBLIES	BID PACK #1	09/23/22	
G110	LIFE SAFETY & AREA PLANS	BID PACK #1	09/23/22	
G111	LIFE SAFETY & AREA PLANS	BID PACK #1	09/23/22	
G112	LIFE SAFETY & AREA PLANS	BID PACK #1	09/23/22	
G120	MOUNTING HEIGHTS	BID PACK #1	09/23/22	
G130	CODE REVIEW NARRATIVE	BID PACK #1	09/23/22	
G131	CODE REVIEW	BID PACK #1	09/23/22	
STRUCTURAL				
S101	FRAMING PLANS	Bid Pack #1	09/23/22	
S102	GEN NOTES/ TABLES & FRAMING DETAILS	Bid Pack #1	09/23/22	
ARCHITECTURAL				
A101	LOWER BASEMENT DEMOLITION PLAN	BID PACK #1	09/23/22	
A102	BASEMENT DEMOLITION PLAN	BID PACK #1	09/23/22	
A103	FIRST FLOOR DEMOLITION PLAN	BID PACK #1	09/23/22	
A104	SECOND FLOOR DEMOLITION PLAN	BID PACK #1	09/23/22	
A105	THIRD FLOOR DEMOLITION PLAN	BID PACK #1	09/23/22	
A106	FOURTH FLOOR DEMOLITION PLAN	BID PACK #1	09/23/22	
A107	FIFTH FLOOR DEMOLITION PLAN	BID PACK #1	09/23/22	
A110	FIRST FLOOR DEMOLITION RCP	BID PACK #1	09/23/22	
A200	ARCHITECTURAL SITE PLAN	BID PACK #1	09/23/22	
FIRE PROTECTION				
FD100	FIRE PROTECTION DEMO PLAN BASEMENT	BID PACK #1	09/23/22	
FD101	FIRE PROTECTION DEMO PLAN FIRST FLOOR	BID PACK #1	09/23/22	
FD102	FIRE PROTECTION DEMO PLAN SECOND FLOOR	BID PACK #1	09/23/22	
FD104	FIRE PROTECTION DEMO PLAN FOURTH FLOOR	BID PACK #1	09/23/22	
FD105	FIRE PROTECTION DEMO PLAN FIFTH FLOOR	BID PACK #1	09/23/22	
PLUMBING				
PD010	PLUMBING DEMO PLAN BASEMENT	BID PACK #1	09/23/22	
PD011	PLUMBING DEMO PLAN FIRST FLOOR	BID PACK #1	09/23/22	
PD012	PLUMBING DEMO PLAN SECOND FLOOR	BID PACK #1	09/23/22	
PD013	PLUMBING DEMO PLAN THIRD FLOOR	BID PACK #1	09/23/22	
PD014	PLUMBING DEMO PLAN FOURTH FLOOR	BID PACK #1	09/23/22	
PD015	PLUMBING DEMO PLAN FIFTH FLOOR	BID PACK #1	09/23/22	
MECHANICAL				
MD001	MECH SCHEDULES & LEGENDS	BID PACK #1	09/23/22	
MD100	MECHANICAL DEMO PLAN BASEMENT	BID PACK #1	09/23/22	
MD101	MECHANICAL DEMO PLAN FIRST FLOOR	BID PACK #1	09/23/22	
MD102	MECHANICAL DEMO PLAN SECOND FLOOR	BID PACK #1	09/23/22	
MD103	MECHANICAL DEMO PLAN THIRD FLOOR	BID PACK #1	09/23/22	
MD104	MECHANICAL DEMO PLAN FOURTH FLOOR	BID PACK #1	09/23/22	
MD105	MECHANICAL DEMO PLAN FIFTH FLOOR	BID PACK #1	09/23/22	
MD106	MECHANICAL DEMO PLAN ROOF	BID PACK #1	09/23/22	
MD300	CHILLER ROOM HYDRONIC PLANS	BID PACK #1	09/23/22	
MD301	FAN ROOM PIPING DEMO 1ST-5TH	BID PACK #1	09/23/22	
ELECTRICAL				
ED001	ELECTRICAL LEGEND AND SCHEDULES	BID PACK #1	09/23/22	
ED002	EXISTING ELECTRICAL RISER	BID PACK #1	09/23/22	
ED200.0	LOWER BASEMENT LTG DEMO	BID PACK #1	09/23/22	
ED200.1	BASEMENT LTG DEMO	BID PACK #1	09/23/22	
ED201	FIRST FLOOR LTG DEMO	BID PACK #1	09/23/22	
ED202	SECOND FLOOR LTG DEMO	BID PACK #1	09/23/22	
ED203	THIRD FLOOR LTG DEMO	BID PACK #1	09/23/22	
ED204	FOURTH FLOOR LTG DEMO	BID PACK #1	09/23/22	
ED205	FIFTH FLOOR LTG DEMO	BID PACK #1	09/23/22	
ED300.1	BASEMENT POW&SYST DEMO	BID PACK #1	09/23/22	
ED301	FIRST FLOOR POW&SYST DEMO	BID PACK #1	09/23/22	
ED302	SECOND FLOOR POW&SYST DEMO	BID PACK #1	09/23/22	
ED303	THIRD FLOOR POW&SYST DEMO	BID PACK #1	09/23/22	
ED304	FOURTH FLOOR POW&SYST DEMO	BID PACK #1	09/23/22	
ED305	FIFTH FLOOR POW&SYST DEMO	BID PACK #1	09/23/22	
ED306	ROOF POW&SYST DEMO	BID PACK #1	09/23/22	

City Council Regular

Date:	11/28/2022
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 cash compensation 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 Employment Agreement

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 1, 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 and/or pay Employee an equivalent amount as cash compensation. The Employee may elect to distribute the 12% in any combination to any available plan(s) or as cash compensation. Any such cash compensation shall not increase Employee's base salary nor be included when calculating increases in compensation pursuant to Section 3.B. or "current base rate of pay" under Section 10.A. dealing with severance. 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