****ATTENTION****

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

Citizens are invited to:

- Review the Agenda Packet on the City's website at: www.billingsmt.gov and click on "Your Government," "City Council," and "Agendas & Minutes".
- View the meeting:
  - On Community 7 TV - Channel 7 or Channel 507 -- Spectrum Cable. *(On evenings when there is a conflict with School District No. 2 Board meetings, the City Council meeting will be broadcast on Channel 8 - Spectrum Cable.)*
  - Online at www.comm7tv.com and click on the "Watch Live" icon. Community 7 also has links to their Facebook page and YouTube channel.
  - On the City's website at www.billingsmt.gov and click on "Watch Meetings Online" on the homepage.
  - In-Person.
  - Virtually via Zoom (see the link below).

Citizens may submit public comment via the following methods:

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

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

CITY OF Billings

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

REVISED 1/17/2023
REGULAR AGENDA ITEM 6 ADDED

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

COUNCIL CHAMBERS | JANUARY 23, 2023 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Shaw

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

MINUTES:

- January 9, 2023

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 3b, 4a, 4b, 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. **2023 City-County Special Investigations Unit (CCSIU) Agreement** with Yellowstone County.

   B. **Air Service Consulting Agreement** with Mead and Hunt, Inc. for a five-year period.

   C. **Purchase** six new vehicles and two large area mowers for Parks, Recreation and Public Lands Department.

   D. **Purchase** Explosive Ordnance Disposal (EOD) armored transport vehicle for Police Department Bomb Squad from LENCO Armored Vehicles.

   E. **2022 Domestic Violence Grant Award** to the Police Department Domestic Violence Investigator Program.

   F. **FY21 Railroad Trespassing Enforcement Grant** to the Police Department..

   G. **Recreational Trails Program (RTP) Grant and Trail Stewardship Grant Program (TSGP) Applications** for a trail through Rose Park.

H. **Donation** to the Police Department K9 program from Scheels.

I. **Final Plat** of High Sierra Subdivision, 17th Filing. **Quasi-Judicial*

J. **Final Plat** of High Sierra Subdivision, 18th Filing. **Quasi-Judicial*

K. **Final Plat** of High Sierra Subdivision, 19th Filing. **Quasi-Judicial*

L. **Final Plat** of High Sierra Subdivision, 21st Filing. **Quasi-Judicial*

M. **Resolution** establishing legislative priorities for the 2023 Montana State Legislature's 68th Session.

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

1. December 19, 2022
2. December 27, 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 SPECIAL REVIEW 995:** a special review to locate a carwash facility at the intersection of Blue Creek Road, an arterial street and Santiago Boulevard, a local street, in a Corridor Mixed Use 1 (CMU1) zone district. Zoning Commission recommends conditional approval, including the requested variations, and adoption of the findings of the 9 review criteria. (Action: approval or disapproval of Zoning Commission recommendation.) *Quasi-Judicial

   - *Presented by: Nicole Cromwell, Zoning Coordinator*

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, and review of the Zoning Commission's recommendation for conditional approval, including the requested variations, and adoption of the findings of the 9 review criteria, I move to approve Special Review 995.

3. **SID 1421:**

   a. **PUBLIC HEARING AND RESOLUTION** creating Special Improvement District (SID) 1421 for Cypress Point, Opal Lane, and Greenbriar Road. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

      - *Presented by:* Debi Meling, Public Works Director

      Recommended Motion: Having conducted a Public Hearing, considered written and spoken public testimony, I move to approve a Resolution creating Special Improvement District (SID) 1421, as recommended by staff.

   b. **PROFESSIONAL SERVICES CONTRACT** with WWC Engineering for SID 1421. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

      - *Presented by:* Debi Meling, Public Works Director

      Recommended Motion: I move to approve the Professional Services Contract with WWC Engineering for SID 1421, as recommended by staff.

4. **WO 23-02: MISSING SIDEWALK PROGRAM.**

   a. **RESOLUTION** ordering improvements identified in WO 23-02: Missing Sidewalk Program. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

      - *Presented by:* Debi Meling, Public Works Director

      Recommended Motion: I move to approve a resolution ordering improvements identified in WO 23-02:

Missing Sidewalk Program, as recommended by staff.

b. **BID AWARD: WO 23-02: Missing Sidewalk Project.** (Opened 11/22//22) Recommend Schedules 1 and 2 - J & J Concrete, Inc.; Schedules 3, 4,5 and 6 - Askin Construction. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

   - *Presented by:* Debi Meling, Public Works Director

   Recommended Motion: I move to approve the bid award for WO 23-02: Missing Sidewalk Project, as recommended by staff.

5. **RESOLUTION** setting Municipal Court Judge salary. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

   - *Presented by:* Gina Dahl, City Attorney

   Recommended Motion: I move to approve a resolution setting Municipal Court Judge salary, as recommended by staff.

6. **LOCAL GOVERNING AUTHORITY APPOINTMENTS.** Staff recommends Council nominate and approve 2 Councilmembers to the Local Governing Authority.

   Recommended Motion: I move to nominate and appoint _____ to serve on behalf of the City on the Local Governing Authority.

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

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

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City Council Regular

Date:	01/23/2023
Title:	City-County Special Investigations Unit (CCSIU) Agreement for 2023
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review	No

RECOMMENDATION

Staff recommends that the City Council approve the City-County Special Investigations Unit (CCSIU) Agreement with Yellowstone County for calendar year 2023.

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

Each calendar year, the agreement between the City of Billings and Yellowstone County that establishes and guides operations of the City-County Special Investigations Unit (CCSIU) must be approved. The 2022 agreement expired on December 31, 2022.

ALTERNATIVES

City Council may:

- Approve the CCSIU Agreement for calendar year 2023; or,
- Not Approve the CCSIU Agreement for calendar year 2023 and provide further instruction to staff.

FISCAL EFFECTS

There will be no additional financial impact to the City since the costs for the officers assigned to the CCSIU are included in the Police Department budget and all other expenses for CCSIU are budgeted in Fund 718 - Drug Forfeitures and Fines.

Attachments

Annual Agreement

AGREEMENT

CITY-COUNTY SPECIAL INVESTIGATIONS UNIT (CCSIU)

This Agreement establishes and governs the operation of the ***CITY-COUNTY SPECIAL INVESTIGATIONS UNIT (CCSIU)***:

The undersigned public agencies are charged with enforcing the law and protecting their citizens from illegal activity. Recognizing that resources are limited and that such limitations are detrimental to combating crime within Yellowstone County and the City of Billings, and recognizing that the problem can be most effectively resolved by pooling of resources and the joint exercise of respective authorities, a joint CCSIU is established.

PARTIES: This Agreement is between:

(1) Billings Police Department
(2) Yellowstone County Sheriff's Office

DURATION: This Agreement is in effect from January 1, 2023 through December 31, 2023.

PROJECT DESCRIPTION:

It is proposed that a joint City-County Special Investigations Unit be established. This Unit will be comprised of personnel assigned from the Yellowstone County Sheriff's Office and the Billings Police Department. It is agreed that full-time investigative personnel will be assigned to the Unit. The CCSIU will be a component of the Rocky Mountain High Intensity Drug Traffic Area (RMHIDTA). Either agency may withdraw from the Unit at any time with 30 days notice.

STRUCTURE AND ORGANIZATION:

The Unit Supervisor and Unit members will be determined by mutual agreement between both agencies. The Unit Supervisor shall be responsible to keep both agencies informed on all matters relating to the operations, including expenditures, accomplishments, problems and all other issues involving the CCSIU.

All persons assigned to the Unit shall work under the immediate supervision and direction of the Unit Supervisor. City Detectives will be indirectly supervised and evaluated by the Captain of Investigations or his designee. All persons assigned to the Unit shall adhere to the rules and regulations as set forth in the Unit's Policy and Procedures Manual, as well as their individual departmental rules, policies and procedures.

For the purpose of indemnification of participating jurisdictions against losses, damages, or liabilities arising out of the services and activities of the Unit, the personnel so assigned by any

jurisdiction shall be deemed to be continuing under the employment of that jurisdiction and its police department.

Each agency contributing personnel to the Unit will continue that employee as an employee of the contributing agency and will be solely responsible for that employee, including wages and benefits.

Any duly sworn peace officer, while assigned to duty with the Unit as herein provided and working at the direction of the Unit Supervisor, shall have the same powers, duties, privileges, protections and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction. Billings Police Officers will be deputized as Yellowstone County Sheriff's Deputies while assigned, even on a temporary basis, to the CCSIU.

CONTEMPLATED UNIT TASKS:

At the direction of the Unit Supervisor, the CCSIU will concentrate efforts on local cases. Investigations will center around narcotics trafficking and organized criminal activities. In circumstances where a determination of specific priorities of these investigations must be made, the Unit Supervisor will make the determination in consultation with the Sheriff and Police Chief, or their designees.

UNIT OBJECTIVES:

This section identifies specific targeted objectives to be attained by the CCSIU during the program year.

1) Disrupt illegal drugs, drug/gang and organized criminal activities within the City, County and State.

2) Gather and report intelligence data relating to illegal drugs, drug/gang and organized criminal activities within the City, County and State.

3) Make arrests that will impact all levels of drug and organized criminal activities.

4) Effectively prosecute drug traffickers and organized criminal activity participants.

5) Promote law enforcement cooperation through joint investigations and close coordination with other police agencies and task forces.

PETTY CASH AND FORFEITURE FUND:

Agencies involved in the City-County Special Investigations Unit will each place NINE *THOUSAND DOLLARS* ($9,000.00) into the Petty Cash Fund. The monies will be utilized by the Unit for buys and informants. As financial transactions take place, an equal amount of monies will be deducted from each agency's monies. The Supervisor of the Unit will be responsible for administering the monies as needed and keeping a running log of all expenditures, to include incident numbers and reason for purchase(s). The money log will be

audited by the Yellowstone County Auditor or his/her representative, on a quarterly basis. A copy of the audit will be submitted to the Captain of Investigations or his designee.

Replacement of the Petty Cash Fund will be accomplished by the following procedures:

CITY OF BILLINGS:

The Unit Supervisor will make a written request through the Captain in charge of Investigations or his designee, who, in turn, will approve the request and submit it to the City Finance & Administrative Services Department. The City Financial Services Manager will direct monies to the Unit Supervisor, who will deposit the reimbursement back to the Petty Cash Fund.

YELLOWSTONE COUNTY:

The Unit Supervisor will make a written request to the Yellowstone County purchasing department to replenish their portion of the fund.

Forfeiture vehicles that are to be sold at auction will be sold at either the Yellowstone County Sheriff's Sale or at auction by the Billings Police Department. Any forfeiture monies acquired by the Unit from any source will be split equally between the agencies. Each entity is responsible for requesting their share. All forfeiture procedures will be handled by the Unit Supervisor and the Yellowstone County Attorney's Office, at no cost to the City.

ASSET SHARING:

Any non-signatory state or local law enforcement agency that directly participates in an investigation or prosecution that results in a federal forfeiture may request an equitable share of the net proceeds of the forfeiture. The proceeds from the forfeiture shall be divided equally amongst agencies.

INDEMNITY CLAUSE:

The City shall have the duty to defend Yellowstone County and shall indemnify and hold harmless Yellowstone County and its agents and employees from and against all claims, liabilities, damages, losses, judgments and expenses, including attorney's fees, arising out of or resulting from this contract provided that any such claims, liability, damage, loss, judgment or expense is caused in whole or in part, by a negligent act, error or omission of the City, its employees or agents.

Yellowstone County shall have the duty to defend the City and shall indemnify and hold harmless the City and its agents and employees from and against all claims, liabilities, damages, losses, judgments and expenses, including attorney's fees, arising out of or resulting from this contract provided that any such claim, liability, damage, loss or expense is caused in whole or in part by any negligent act, error, or omission of Yellowstone County, its employees, officials or agents.

RESOURCES:

All available resources that are currently available in the City of Billings Investigations Division and in the Yellowstone County Investigations Division will be made available to the CCSIU. Any specialized equipment that is not being kept at the location of the CCSIU office will need to be borrowed by an assigned CCSIU detective from that agency.

THIS AGREEMENT IS EXECUTED THIS ____ DAY OF _____, 23.

SIGNED:

_____ DATE_____
MAYOR, CITY OF BILLINGS

_____ DATE_____
COUNTY COMMISSIONER

_____ DATE_____
COUNTY COMMISSIONER

_____ DATE_____
COUNTY COMMISSIONER

ATTEST:

_____ _____
DENISE BOHLMAN, CITY CLERK
CITY OF BILLINGS

JEFF MARTIN
CLERK AND RECORDER
YELLOWSTONE COUNTY

APPROVED AS TO FORM:

_____
CITY ATTORNEY
CITY OF BILLINGS

City Council Regular

Date:	01/23/2023
Title:	Approval of Air Service Consulting Agreement with Mead & Hunt, Inc.
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that City Council approve the Air Service Consulting Agreement with Mead & Hunt, Inc. for a five-year period.

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

The Airport staff has over the years used air service consulting groups to work to bolster the number of flights and destinations for the Billings Logan International Airport (BIL). The airlines annually receive more requests for service than they can possibly provide, and it is important that BIL stay in front of the airlines to help ensure that the service levels received do not trend backwards during the current pilot shortage.

An air service consultant can assist the Airport by providing the type of data that airlines are interested in. It has been learned over the years that the airline planners are actually unaware of all the pertinent data points that could have an impact in the number of seats needed for our market or for the implementation of direct destinations that make sense. In 2016, with the help of an air service consultant, BIL held a number of discussions with American Airlines to bring direct service to BIL from Dallas. The air service consultant was also able to help the community secure a Small Community Air Service Development Program (SCASDP) grant from the U.S. DOT for $750,000, and helped coordinate the effort with the Billings Chamber and Big Sky Economic Development to secure a local share match of $746,000. This subsequently led to enough of a revenue guarantee to secure the new American Airlines service which started on July 2, 2017, and now includes additional Summer flights to Chicago and Winter flights to Phoenix.

Given the effects of COVID and the subsequent pilot shortage, the airline industry is still struggling to regain the luster achieved in 2019, and since BIL was short on average of 17,000 seats per month this past Summer, some significant air service work will need to be accomplished in the future, and an air service consultant will be needed to help achieve the needed access to the airlines for BIL to make the case for additional seats in 2023 and future years.

Staff advertised a Request for Qualifications (RFQ) on November 18, 25, and December 2, 2022. Five RFQ packets were requested and three responses were received, from MBA Aviation, Volaire Aviation Consulting, and Mead & Hunt Inc. An RFQ selection committee evaluated and ranked the proposals based on each firm's ability to provide the requested scope of work items and on its air service experience and successes. Based upon these rankings, the committee recommends the City Council approve the Air Service Consulting Agreement with Mead & Hunt, Inc.

ALTERNATIVES

City Council may:

- Approve the Air Service Consulting Agreement with Mead & Hunt, Inc; or
- Not Approve the Air Service Consulting Agreement with Mead & Hunt, Inc. and advise staff on how to proceed.

FISCAL EFFECTS

The fiscal effects for this consulting service will generally run between $20,000 and $35,000 annually based on past efforts, but could run more for a significant project similar to the American Airlines effort. These funds are budgeted in the Airport's budget each year depending on the estimated work effort needed.

Attachments

Air Service Agreement

CITY OF Billings

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into on _____ 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 **MEAD & HUNT, INC.**, a Wisconsin Corporation, 476 Salty Way, Eugene, Oregon 97404, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the CITY desires to hire CONSULTANT as an independent contractor to perform the services as described in the Scope of Services 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/it 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 Services (Attachment A). In performing these services, the CONSULTANT shall at all times comply with all Federal, State, and Local statutes, rules and ordinances applicable, and the attached Standard Terms and Conditions set forth in Attachment B and by this reference made a part hereof. 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.

2. **TERM:** This AGREEMENT shall be for a period of five (5) years from the execution of this AGREEMENT.

3. **PAYMENT:** In consideration of the services provided by the CONSULTANT under this AGREEMENT, the CITY agrees to pay CONSULTANT on the basis of the actual time expended and an agreed to hourly rate (see Exhibit A – Consultant Fee Schedule).

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 Service 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. 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.

5. INDEMNITY: The CONSULTANT shall indemnify and hold harmless CITY as set forth in the Standard Terms and Conditions (Attachment B).

6. INSURANCE: The CONSULTANT shall maintain in good standing the insurance described in the Standard Terms and Conditions (Attachment B).

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 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 Services (Attachment A).

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 Trina Froehlich, Managing Director, Air Service Consulting, and the Project Manager for the CITY designated is Jeff Roach, Director of Aviation and Transit, and/or Shane Ketterling, Assistant Director of Aviation and Transit.

9. NONDISCRIMINATION:

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 Local 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 nondiscrimination 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, including the Federal Provisions as set forth in Attachment C and by this reference made a part hereof. 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 their partners, successors, assigns, and legal representatives. Neither the CITY nor the CONSULTANT shall have the right to assign, transfer, or sublet their 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 CONSULTANT.

18. SYSTEM SECURITY: The CONSULTANT shall ensure systems delivered under this AGREEMENT are adequately secure. For purposes of this AGREEMENT, adequate security is defined to require compliance with Federal and State of Montana security requirements and to ensure freedom from those conditions that may impair the CITY or State's use of its data and information technology or permit unauthorized access to the CITY or State's data or information technology.

The CITY and State have established control standards and policies that align with the NIST Cybersecurity Framework. The latest revision of NIST SP 800-53 is used for control adherence evaluation established after developing a security categorization utilizing FIPS PUB 199. Thus, CONSULTANT shall provide reasonable proof, through independent audit reports, security scans of operating systems, code or the technology environment provided; that the system specified under this AGREEMENT meets or exceeds Federal and State of Montana security requirements to ensure adequate security and privacy, confidentiality, integrity, and availability of the CITY or State's data and information technology. Annual assurance statements shall be delivered to the Contract Liaison. Annual assurance statements must contain a detailed accounting of the security controls provided and must be in the form of a NIST Security Assessment Report or FedRAMP Security Assessment Report.

Prohibited Activities and Spoofing. CONSULTANT, Licensor and its officers, employees, agents, subcontractors, and affiliated users, shall not violate or attempt to violate the security of the CITY or State's network or interfere or attempt to interfere with the CITY or State's systems, networks, authentication measures, servers or equipment, or with the use of or access to the CITY or State's network by any other user. Such prohibited activity includes (a) accessing or logging into a server where access is not authorized; (b) unauthorized probing, scanning, or testing the security or vulnerability of the CITY or State's network or other systems; and (c) attempting to portray itself as the CITY or State, or an affiliate of the CITY or State, or otherwise attempting to gain access, without authorization, via the CITY or State's network or systems to any account or information technology resource not belonging to CONSULTANT, Licensor or its officers, employees, agents, subcontractors, and affiliated users ("Spoofing"). CONSULTANT or Licensor shall not perform unauthorized Spoofing or scanning of any kind, including user account identity. Systems shall not Spoof the billings.mt.gov or mt.gov domains or engage in Email Spoofing. Email Spoofing is the creation of email messages with a forged sender address. For example, Email Spoofing includes creating or sending emails using the CITY or State's domain.

19. 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.

20. 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.

21. PROPRIETARY RIGHTS: If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries are set forth under the Standard Terms and Conditions, Intellectual Property, in Attachment B.

22. 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.

23. 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.

24. 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.

25. 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:

CITY CLERK

CONSULTANT NAME

SIGNATURE

JOSEPH PICKERING
PRINT NAME

VICE PRESIDENT
PRINT TITLE

ATTACHMENT A

SCOPE OF SERVICES

Air Service Consulting Services may include, but are not limited to, the following:

1. **Market Research:**

   a. Leakage studies: The Submitter shall be able to prepare a true market estimate (i.e., leakage study) utilizing U.S. Department of Transportation (DOT) and Airline Reporting Corporation (ARC) data to estimate passengers for the total market on a destination-by-destination basis, including those air travelers using airports other than Billings Logan International Airport (BIL).

   b. GPS analyses: The Submitter shall be able to utilize GPS data to determine, at a minimum, inbound visitation by Metropolitan Statistical Area (MSA), outbound visitation by MSA and inbound migration trends.

   c. Airfare comparisons: Submitter shall have access to a Computer Reservation System (CRS) in order to compare published airfares each quarter with those at Bozeman Yellowstone International Airport (BZN) for each airline serving Billings Logan International Airport (BIL).

   d. Route analyses: The Submitter shall be able to analyze route performance and recommend airlines and routes that would be financially viable. The analysis shall be based on, but not limited to, the following considerations:

      1) Historic and forecast traffic volumes, service patterns, and seasons.
      2) Historic and/or current commercial aviation services.
      3) Traffic and revenue forecasts including total passengers, projected load factors, passenger revenue potential, estimated operating costs, and potential route profitability.

2. **Messaging and Presentation Packages:** The Submitter shall demonstrate its ability to develop customizable presentations and messaging materials in various formats for a variety of audiences, including airline planners, airline leadership, community business groups, airport members, and others, and may be required to attend and participate in meetings.

3. **Airline Headquarters Meetings:** Submitter shall coordinate airline headquarters visits on at least an annual basis with each of the air carriers serving BIL. Submitter, along with other community representatives, shall schedule, organize, and jointly prepare materials for each of these meetings. Presentation media prepared by the Submitter shall include information on the Billings region, performance measurements of BIL's air service, airline opportunities, and local promotional programs.

4. **Industry Conference Support:** The Submitter shall prepare presentations for meetings at conferences such as ACI-NA's JumpStart Air Service Development Program, Routes Americas, and TakeOff North America. Submitter shall attend these conferences with BIL representatives or in certain situations represent BIL solo.

5. **Airline Incentive Program:** The Submitter may be asked to provide guidance, analyses, and recommendations on appropriate forms of community support and air service

development incentives, which may be requested or needed in obtaining airline commitments to initiate new service. This may include preparing Small Community Air Service Development Program grant applications and/or updating the Airport's airline incentive program.

6. **Ongoing Data:** The Submitter shall provide ongoing data services on airline air service schedules, passenger related statistics, and related airline performance measures. Gathered data would include, but not be limited to:

   a. Benchmarking BIL against other similarly sized airports and/or those within the same geographic region.

   b. T100 Data on a monthly basis, which provides detailed information on a route-by-route basis.

   c. Monthly commercial airline service flight schedule providing both seat and departure/arrival information.

   d. Monitor any recent changes in BIL's commercial airline service and airfare on an ongoing basis.

7. **On-Call Research:** On occasion, questions/inquiries will arise regarding a start-up airline, new entrant airline, incumbent airline, international air service possibilities, air service marketing opportunities, research into air service decisions made by airlines to other communities/airports, etc. The Submitter shall be able to prepare an appropriate response to the inquiry or other assistance may be requested of the Submitter by the Airport.

ATTACHMENT A

CONSULTANT FEE SCHEDULE

EFFECTIVE JANUARY 2023

Standard Billing Rates

Clerical	$80.00/hour
Accounting/Administrative Assistant	$100.00/hour
Technical Editor	$110.00/hour
Senior Editor	$180.00/hour
Principal	$205.00/hour
Project Manager	$215.00/hour
Vice President	$235.00/hour

Expenses

Company or Personal Car Mileage	IRS Rate
Air and Surface Transportation	Cost
Lodging and Subsistence	Cost
Out-of-Pocket Direct Job Expenses	Cost

ATTACHMENT B

STANDARD TERMS AND CONDITIONS

ACCESS AND RETENTION OF RECORDS: The Submitter agrees to provide the Aviation and Transit Department, Aviation and Transit Department Auditor(s), or their authorized agents, access to any records necessary to determine contract compliance (MCA 18-1-118). The Submitter agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract, or the conclusion of any claim, litigation, or exception relating to the contract taken by the Aviation and Transit Department or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The Submitter shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the Aviation and Transit Department.

AUTHORITY: The attached request for proposal, limited solicitation, or contract is issued under authority of Title 18, MCA, and the Administrative Rules of Montana, Title 2, Chapter 5.

COMPLIANCE WITH LAWS: The Submitter must, in performance of work under the contract, fully comply with all applicable Federal, State, or Local laws, rules, and regulations, including the Montana Human Rights Act, 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. Any subletting or subcontracting by the Submitter subjects the subcontractors to the same provision. In accordance with Section 49-3-207, MCA, the Submitter agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the Aviation and Transit Department. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the Submitter's expense.

DEBARMENT: The Submitter certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Submitter cannot certify this statement, attach a written explanation for review by the Aviation and Transit Department.

DISABILITY ACCOMMODATIONS: The Aviation and Transit Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to the Aviation and Transit Department office. Interested parties should provide as much advance notice as possible.

FAILURE TO HONOR BID/PROPOSAL: If a Submitter to whom a contract is awarded refuses to accept the award (contract) or fails to deliver in accordance with the contract terms and conditions, the Aviation and Transit Department may, in its discretion, reject all future proposals and/or business agreements with the Submitter.

ATTACHMENT B

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The Submitter agrees to protect, defend, and save the Aviation and Transit Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in factor of the Submitter's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of the Submitter and/or its agents employees, representatives, assigns, subcontractors, except the sole negligence of the Aviation and Transit Department, under this Agreement.

INSURANCE: The Submitter shall obtain and maintain insurance coverage, at its expense, for the following claims which may arise out of the performance of the contract award whether resulting from the Submitter's operations or from the operations of any subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable: The insurance shall cover such claims as may be caused by any negligent act or omission.

Workers' Compensation:

State	Statutory
Applicable Federal (e.g., Longshoremen's)	Statutory
Employer's Liability	$1,500,000.00

Automobile Liability: N/A

Professional Liability:

In addition to the insurance required to be provided by Submitter herein, Submitter shall purchase and maintain a separate Professional Liability policy to provide coverage against claims for errors and omissions with limits of liability as specified below. The Owner shall be named as Primary Additional Insured.

General Aggregate	$3,000,000.00

Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy.

General Aggregate per Project	$1,500,000.00
Personal and Advertising Injury (Each Occurrence)	$1,500,000.00
Bodily Injury and Property Damage (Each Occurrence)	$1,500,000.00

The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to the City of Billings Aviation and Transit Department. Certificates of insurance showing required coverage to be in force shall be filed with

the Aviation and Transit Department within five (5) days of execution of the contract and prior to commencement of work to be performed. The City of Billings Aviation and Transit Department shall be named as **primary additional insured** on the insurance certificate(s). The Submitter shall notify the Aviation and Transit Department a minimum of thirty (30) days prior to any cancellation or change to the insurance coverage provided. The Submitter shall bear the sole responsibility to provide continuing insurance coverage for the duration of this Agreement. The Aviation and Transit Department reserves the right to purchase insurance coverage in the limits specified should the policy provided by the Submitter be cancelled during the term of this Agreement and withhold payment for said coverage from compensation due the Submitter.

A certificate of insurance, indicating compliance with the required coverages, must be provided to the City of Billings Logan International Airport, 1901 Terminal Circle, Room 216, Billings, MT 59105, within five (5) days of execution of the contract. The Submitter must notify the Aviation and Transit Department immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc.

All insurance shall be written on an "occurrence" basis. "Claims Made" insurance coverage is not allowed.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions arising out of activities funded in whole or part by the contract must be available to the Aviation and Transit Department for royalty-free and non-exclusive licensing. The Submitter shall notify the Aviation and Transit Department in writing of any invention conceived or reduced to practice in the course of performance of the contract. The Aviation and Transit Department shall have a royalty-free, nonexclusive, and irrevocable right to reproduce publish or otherwise use and authorize others to use copyrightable property created under the contract.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted, and will automatically be disqualified from further consideration. It shall be solely the Submitter's risk to ensure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the Submitter at the expense of the Submitter or destroyed if requested.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sos.mt.gov.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SOLICITATION DOCUMENT EXAMINATION: Submitter shall promptly notify the Aviation and Transit Department of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

ATTACHMENT B

TAX EXEMPTION: The Aviation and Transit Department is exempt from Federal Excise Taxes (#81-6001237).

TERMINATION OF CONTRACT: Unless other stated, the Aviation and Transit Department may, by written notice to the Submitter, terminate the contract in whole or in part at any time the Submitter fails to perform the contract.

UNAVAILABILITY OF FUNDING: The Aviation and Transit Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: The laws of Montana govern this solicitation. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the Thirteenth Judicial Court in and for the County of Yellowstone, State of Montana. (MCA 18-1-401).

ATTACHMENT C

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [Contractor | Consultant] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Contractor | Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor | Consultant] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [Contractor | Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor | Consultant] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

TITLE VI SOLICITATION NOTICE

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section

504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction," must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

ATTACHMENT C

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [Contractor | Consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

ATTACHMENT C

FOREIGN TRADE RESTRICTION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

ATTACHMENT C

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is (□) is not (□) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is (□) is not (□) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

ATTACHMENT C

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

ATTACHMENT C

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

City Council Regular

Date:	01/23/2023
Title:	Vehicle and Equipment Replacement
Presented by:	Pigg Michael, Superintendent
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that the City Council approve the purchase of six new vehicles from Billion Dodge-Chrysler Jeep ($245,316.00), and two large area mowers from Midland Implement ($237,885.46). Total amount of $483,201.46.

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

In fiscal year 2022 PRPL was approved to purchase two replacement vehicles (replacements for 1026 and 1611) through the City's ERP budget process. However, both were missed during Fleet's normal purchasing time and the budget authority was not carried over to FY23. The funds still remain in the ERP fund, however, if this purchase is approved, a budget amendment will be necessary to re-establish authority in FY23. 1026 and 1611 are both used by seasonal employees and full-time staff, not replacing them has caused staff to be short vehicles and affected productivity.

In FY22 PRPL was approved to add three Equipment Operators to our staff. These staff members have been assigned vehicles that had been used by seasonal staff, leaving three seasonals without vehicles which have affected productivity. Three of the requested vehicles are for assignment to the three new Equipment Operators. The FY23 budget includes funding for the three vehicles.

In FY23 ERP PRPL was approved to replace vehicle 1609. By the time the replacement vehicle arrives, this pickup will be over 10 years old and have more than 130,000 miles on it. This truck is used to transport fuel to our remote equipment and haul a large area mower during the summer.

In FY23 PRPL was approved to purchase 2 large area mowers to replace 1671 and 1676 through the City's ERP process. Both mowers will be over 10 years old and exceed 4,000 hours. Large area mowers are crucial to maintaining the parks, without these mowers parks will not get mowed once per week and sports fields will become difficult and unsafe to play on. The State conducts an annual competitive bidding process for many vehicles and equipment. 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 ensuring all procurement is competitive via proper procurement rules governed by the State and City. PRPL is requesting to utilize the State contract.

Finally, without these replacements, parks, trails, parking lots will be significantly impacted. Snow removal in the winter will be difficult and delayed, and mowing in the summer will take much longer.

ALTERNATIVES

City Council may:

- Approve the purchase of 6 vehicles from Billion Dodge-Chrysler Jeep. Also, approve the purchase of 2 large area mowers from Midland Implement Co; or,
- Not Approve the purchases.

FISCAL EFFECTS

Two replacement vehicles were budgeted for in FY22 the ERP fund (1026,1611) for $36,220 and $24,891, these funds remain in the ERP fund, but a budget amendment to reestablish budget authority will be necessary to cover the purchase price of, $40,886 each, and the excess funds needed will require a future budget amendment of $20,661, which is being recommended to be funded from PD1 reserves.

Three new vehicles were budgeted in the FY23 fromPD1 in the amount of $135,000, the actual cost of these three vehicles is $122,658. The extra budget ($12,342) will be used to cover the additional costs related to vehicle #1609 replacement.

One replacement vehicle was budgeted for in the FY23 Equipment Replacement fund (1609) for $25,791. The excess funds needed will come from the extra budget amount of $12,342, and will require a future budget amendment of $2,753 for the excess funds needed, which is being recommended to be funded from PD1 reserves.

Two large area mowers were budgeted in the FY23 Equipment Replacement fund (1671, 1676) in the amount of $211,906. Actual costs are $237,771.46. The excess funds needed will require a future budget amendment of $25,865.46, which is being recommended to be funded from PD1 reserves.

Unit	Budgeted Amount	Actual Cost	Net
1026	36,220	40,886	4,666
1611	24,891	40,886	15,995
New1	45,000	40,886	(4,114)
New2	45,000	40,886	(4,114)
New3	45,000	40,886	(4,114)
1609	25,791	40,886	15,095
1671	105,953	118,886	12,933
1676	105,953	118,886	12,933
	$ 433,808	$ 483,087	$ **49,279**

Note: Units 1026 & 1611 were budgeted in FY22, but not replaced. Budget authority from the ERP fund will need to be reestablished, as funds still remain available. Additional budget authority of $49,279 from Park District 1 reserves will be requested if these replacements are approved

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Attachments

Large Area Mower Quote
Pickup Quote Form 2022
Billion Dodge Quote 2022
Laurel Ford Quote 2022
Lithia Dodge Quote 2022

Midland Implement Company. Inc.
100 YEAR ANNIVERSARY 1920 - 2020
402 DANIEL ST. · BOX 30358 · BILLINGS, MT 59107 · PH: (406)248-7771 · FAX (406) 252-5772

October 4, 2022

City of Billings Parks and Rec
Attn: Cole McQuillan
4848 Midland Rd.
Billings, MT 59101

Dear Cole:

Thank you for your continued interest in Toro Equipment. Per your request, we are pleased to present the following quotation utilizing the "NASPO MT Co-op Purchase Agreement" for your review:

Price Each:

(2) Toro Groundsmaster 5900 16' Large Area Rotary Mower w/ Beacon Light, Universal Sunshade Kit, Rear Backup Alarm Kit **$125,885.73**

Prices are subject to change without notice. Terms are net 30 days upon delivery.

Trade In Units:

1 2013 Toro Groundsmaster 5900 Unit w/ approx. 4236.0 Hrs. Unit# 1676 $6,500.00

1 2013 Toro Groundsmaster 5900 Unit w/ approx. 3581.0 Hrs. Unit #1671 $7,500.00

All trades must be in good working condition at time of sale.

All new Toro Turf Equipment carries a 2-year limited warranty (begins at date of delivery).

Due to manufacturing and shipping setbacks. Please note that all pricing is valid for 15 days on new equipment and is subject to change to current pricing at time of shipping. Time of delivery may vary; please allow up to 12+ months for the delivery of new equipment from the time of ordering. Thank you for your understanding, we appreciate the opportunity.

We are confident that you would be completely satisfied with the performance and reliability of this equipment. If you have any questions about our bid or our products, please let us know.

Best Regards,
Julien Pates
Midland Implement Company
Turf Equipment Manager E. Montana & N. Wyoming

Revised 6/16/20

CITY OF Billings

QUOTE FORM

Name:	Dick Westberg		Department:	Fleet Services
Title:	Shop Foreman		Division:	
Phone #:	657-8488		Date:	11-22-22

ITEM(S) DESCRIPTION:

2023 Regular Cab long box 4X4 Pickup truck 1=unit for Airport 6=units for Parks

Vendor Name & Phone	Person Contacted	Unit Price	Freight/Handling Charges	Total Extended Price
Billion Dodge / Joe Rehbein	Joe Rehbein	$40,886.00	0	$40,886.00
Laurel Ford	Jim Crittenden	$47,925.00	$219.00	$48,144.00
Cliffs Chrysler Jeep Dodge	Blake Anderson	$42,949.00	0	42,949.00

COMMENTS:

Billion Dodge Recommended Vendor	Authorized Vendor
Dick Westberg Signature	Purchasing Agent Signature Date

PARKS DEPT.
SCHED 1

BILLION DODGE-CHRYSLER JEEP
355 AUTOMOTIVE AVE
BOZEMAN, MT 597187508

Configuration Preview

Date Printed:	2022-11-14 5:10 PM	**VIN:**		**Quantity:**	1
Estimated Ship Date:		**VON:**		**Status:**	BA - Pending order
				FAN 1:	00CJK City of Billings
				FAN 2:	
				Client Code:	
				Bid Number:	TB3075
				PO Number:	

Sold to:
BILLION DODGE-CHRYSLER JEEP (68141)
355 AUTOMOTIVE AVE
BOZEMAN, MT 597187508

Ship to:
BILLION DODGE-CHRYSLER JEEP (68141)
355 AUTOMOTIVE AVE
BOZEMAN, MT 597187508

Vehicle: **2023 1500 TRADESMAN REG CAB 4X4 (140.5 in WB 8 ft 0 in Box) (DS6L62)**

	Sales Code	Description	MSRP(USD)
Model:	DS6L62	1500 TRADESMAN REG CAB 4X4 (140.5 in WB 8 ft 0 in Box)	36,970
Package:	29B	Customer Preferred Package 29B	0
	ERB	3.6L V6 24V VVT Engine	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*V9	Cloth 40/20/40 Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	NHK	Engine Block Heater	95
	MDA	Front License Plate Bracket	0
	DSA	Anti-Spin Differential Rear Axle	0
	4DH	Prepaid Holdback	0
	CK9	Delete Carpet	0
	4ES	Delivery Allowance Credit	0
	DMD	3.55 Rear Axle Ratio	0
	MAF	Fleet Purchase Incentive	0
	AM8	Utility Group	100
	TTB	LT265/70R17E BSW A/T Tires	250
	AJH	Power and Remote Entry Group	735
	AJY	Popular Equipment Group	825
	ADB	Protection Group	395
	YEP	Manuf Statement of Origin	0
	ABR	Trailer Tow Package	1,095
	TBB	Full Size Spare Tire	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB3075	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,795

Total Price: 42,260.

$ 40,886

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Westburg, Nick

From: Namen, Troy
Sent: Tuesday, November 22, 2022 10:03 AM
To: Westburg, Nick
Subject: FW: [EXTERNAL] Laurel Ford
Attachments: City of Billings Airport F150.pdf

From: Jim Crittenden <assistance@laurelford.dsmessage.com>
Sent: Tuesday, November 22, 2022 9:10 AM
To: Namen, Troy <NamenT@billingsmt.gov>
Subject: [EXTERNAL] Laurel Ford

Troy this is a F150 with a snow plow option, had to change engine to 5.0 to get tow package and snow plow option. Your price is $47,925 +$219- $48,144

Jim Crittenden
Sales Representative
Cell 406.598.6885
Work 406.238.4000 ext 201

This email was **sent to:** NamenT@billingsmt.gov.
From: Laurel Ford 500 Southeast 4th Street Laurel, MT 59044

Update Preferences - to update your communication preferences.
Unsubscribe - to stop all future email communications [REF_V978682-1097758_NO].
Terms and Conditions

[SiteIdRef_6637_No]

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[SiteIdRef_6637_No]

City Council Regular

Date:	01/23/2023
Title:	Purchase EOD Armored Transport Vehicle in the amount of $361,003 from LENCO Armored Vehicles
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review	No

RECOMMENDATION

Staff recommends that the City Council approve the purchase of an EOD Armored Transport Vehicle in the amount of $361,003 from LENCO Armored Vehicles.

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

On October 24, 2022 City Council approved a Federal Homeland Security Grant to purchase an EOD Armored Transport Vehicle to be used by the Billings Police Department Bomb Squad. After researching vendors only one transport vehicle possessed the technical characteristics to meet the needs for an enlarged rear compartment area for storage and transport of one of our department's existing robots with a wide rear door and attachable ramp that will alow for deployment of the robot at incident scenes.

Staff is requesting that the City Council approve the purchase of the EOD Armored Transport Vehicle from LENCO Armored Vehicles in the amount of $361,003.

ALTERNATIVES

City Council may:

- Approve the purchase of the EOD Armored Transport Vehicle in the amount of $361,003 from LENCO Armored Vehicles; or,
- Not Approve the purchase of the EOD Armored Transport Vehicle in the amount of $361,003 from LENCO Armored Vehicles and provide further directions to staff.

FISCAL EFFECTS

This purchase will not affect the General Fund since no match is required and grant funds will pay for the EOD Amored Transport Vehicle.

City Council Regular

Date:	01/23/2023
Title:	Approval of the 2022 Domestic Violence Grant Award for DV Investigator Program
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that City Council accept the 2022 Domestic Violence Grant in the amount of $55,443 and authorize the Chief to sign all required grant material.

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

The Billings Police Department has been offered a sub-grant for Domestic Violence (DV) training and continuation of the "Domestic Violence Investigator" program for the 21st year. The amount for this grant totals $55,443. This grant provides funding for overtime, training, and supplies related to fulfilling the need for intense investigation of domestic violence cases.

The domestic violence investigator, prosecutor, and victim-witness specialist plan to attend a national conference to stay current on investigative techniques involving domestic violence issues. The grant also funds the DV Investigator's JustWare license and cell phone plan, as well as other supplies and training needed.

ALTERNATIVES

City Council may:

- Approve the Domestic Violence Grant Award in the Amount of $55,443; or,
- Not Approve the Domestic Violence Grant Award in the Amount of $55,443, which would reduce specialized warrant roundups and overtime work for police officers investigating these crimes.

FISCAL EFFECTS

The Billings Police Department has one officer assigned as the Domestic Violence Investigator. These grant funds will finance the additional supporting for training and overtime as well as some supplies.

City Council Regular

Date:	01/23/2023
Title:	Acceptance and Approval of FY2021 Railroad Trespassing Enforcement Grant in the Amount of $120,000
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review	No

RECOMMENDATION

Staff recommends that the City Council approve the grant award for the FY21 Railroad Trespassing Enforcement Grant in the amount of $120,000.

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

The Billings Police Department, Yellowstone County Sheriff's Office, Laurel Police Department, Montana Public Safety Commission, and the BNSF Railway Police formed a task force to combat trespassing near railway properties in Billings and Yellowstone County. Patrols will help to eliminate illegal activities such as theft, vandalism, open container and reduce transient encampments.

Grant funds will pay for officer overtime and wages directly related to railroad trespassing patrols.

ALTERNATIVES

City Council may:

- Approve the FY21 Railroad Trespassing Enforcement Grant in the Amount of $120,000 and authorize the Mayor to sign the award documents when they arrive; or,
- Not Approve the FY21 Railroad Trespassing Enforcement Grant in the Amount of $120,000, which would eliminate funds for overtime details.

FISCAL EFFECTS

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

City Council Regular

Date:	01/23/2023
Title:	Recreational Trails Program Grant and Trail Stewardship Grant Program Applications
Presented by:	Elyse Monat
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that Council approve the submittal of the Recreational Trails Program and Trail Stewardship Grant Program grant applications to Montana Fish, Wildlife, and Parks, and approve acceptance of the grants should they be awarded.

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

The City of Billings is seeking grant funding from both the Recreational Trails Program (RTP) and Trail Stewardship Grant Program (TSGP) for a trail through Rose Park. The trail is included in both the City Council adopted 2017 Billings Area Bikeway and Trails Master Plan and in the City Council adopted 2022 Safe Routes to School Plan Update. Both plans went through the public engagement process and allowed opportunities for comment both online and at public meetings and/or hearings. At the western end, the trail will start at the western-most parking lot in Rose Park. The trail will travel, mostly paralleling the BBWA Canal, until it reaches Rose Park Elementary School. In total, the trail will be approximately 2,477 feet long. The Parks Department, Planning Division, and Public Works Department are supportive of this trail project and application for funding.

While trails already exist in the park, this trail will create a more direct route for students from the apartment complexes on Ave. C to reach Rose Park School while keeping the students away from traffic. Based on student address heat maps created as part of the 2022 Safe Routes to School Plan, a large percentage of Rose Park Students live in the apartment complexes on Ave. C. According to data compiled from the Census Bureau, these apartments are located in a Census Block Group that has above average rates of households experiencing poverty. The forthcoming Long Range Transportation Plan in development by the Billings-Yellowstone County Metropolitan Planning Organization also shows this area as a "medium transportation disadvantaged" neighborhood in Billings.

The trail will also open up the underutilized northeastern part of the park for more residents to enjoy. Because there are no facilities in the northeastern part of the park, there is less activity there. Having a paved trail will get more residents to this part of the park and make it more accessible for people with disabilities. The trail will connect via the bridge over the BBWA Canal to the trail segment just constructed in the summer of 2022 north of the Canal. Residents will be able to travel from Woody Dr. to 19th St. W without ever having to cross a street, creating a continuous recreational trail of over half a mile. The trail will also create a more direct route for residents living north of the BBWA Canal and east of 19th St. W to access Rose Park.

The RTP grant offers up to $100,000 for recreational trails. 20% of the total project cost must come from local match funds. The TSGP provides up to $75,000 for trails. 10% of the total project cost must come from local match funds. The City will apply for up to $100,000 of funding from the RTP grant and up to $75,000 of the TSGP grant. Total required match could be up to $33,333. Of that funding, $16,640 will be provided by the Parks and Recreation Matching Grant Program. The rest of the match will be provided by local non-profit Billings TrailNet.

ALTERNATIVES

City Council may:

- Approve the submittal and acceptance of RTP and TSGP grants should the grants be awarded; or,
- Not Approve the submittal of RTP and TSGP grants

There is no disadvantage to the City in submitting these grant applications. If the grant is not awarded, staff will continue to look for other options to fund the trails in this area. This effort to utilize two grant programs as well as both City and non-profit funding sources in the community is a great example of being creative in how we leverage funds to try and build trail projects in Billings.

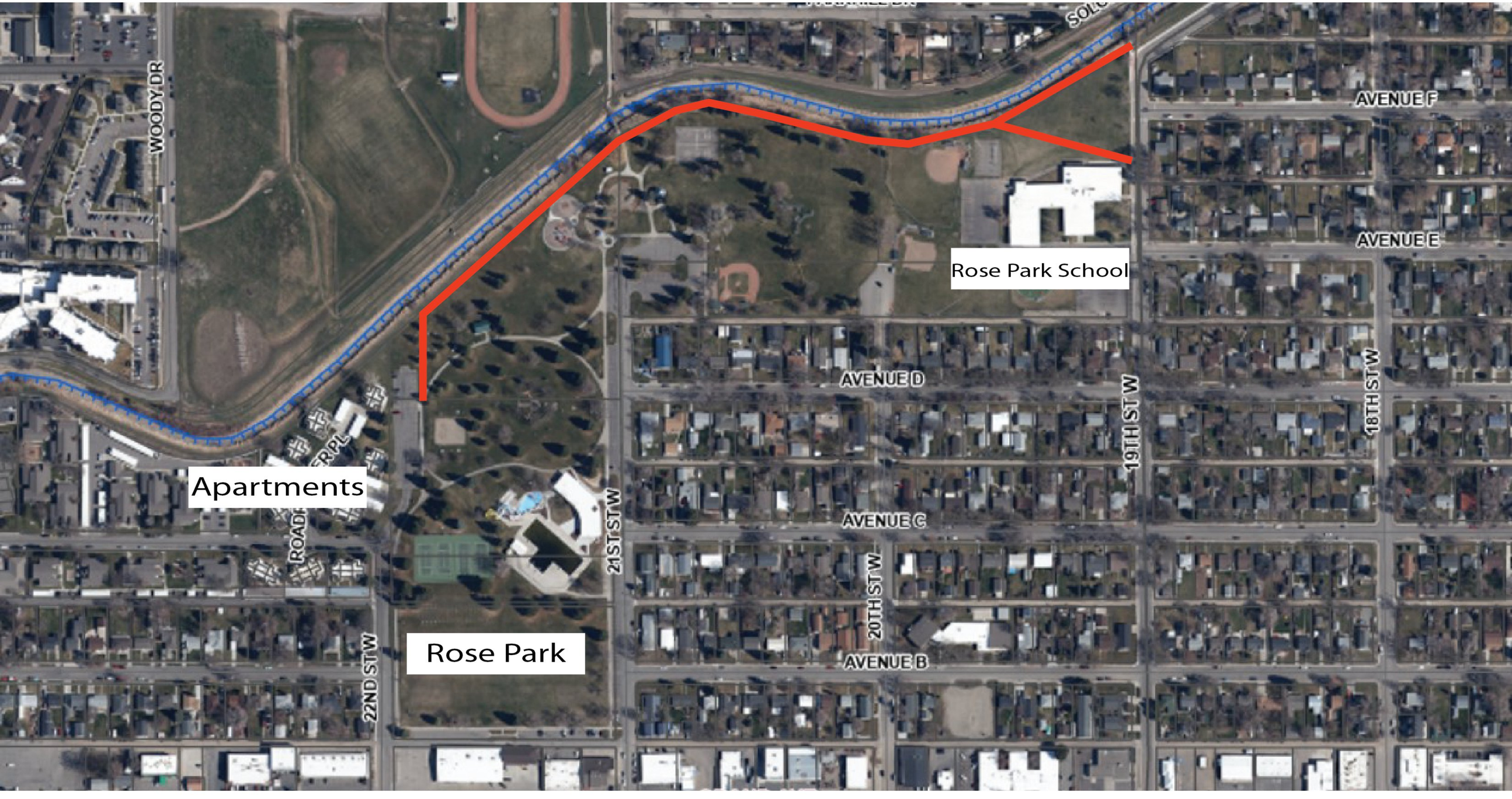
FISCAL EFFECTS

The RTP and TSGP grant applications are being written to provide up to $175,000 for the construction of a trail in Rose Park. $16,640 of the match will come from the Parks and Recreation Matching Grant Program. The Parks and Recreation Matching Grant Program was allocated $100,000 to match outside funds; as a result, these funds have already been set aside for efforts like these grant applications. Non-profit Billings TrailNet will provide the rest of the cash match.

Attachments

Proposed Rose Park Trail
Alternative Route - Rose Park

Proposed Route



Key

Proposed trail route for RTP and TSGP grants

Alternative Route



City Council Regular

Date:	01/23/2023
Title:	Acceptance of Donation from Scheels in the Amount of $10,000 to the Billings Police Department
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that City Council accept the donation from Scheels in the Amount of $10,000 to be used to support the K9 program with training and equipment purchases.

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

Council policy requires that any donation greater than $500 must be approved by the City Council. Billings Scheels has donated $10,000 to be used to help pay for training and equipment purchases to support the K9 team.

ALTERNATIVES

City Council may:

- Approve the donation to the Billings Police Department in the amount of $10,000 or;
- Disapprove the donation to the Billings Police Department in the amount of $10,000 and provide further direction to staff.

FISCAL EFFECTS

There is no impact to the General Fund.

City Council Regular

Date:	01/23/2023
Title:	High Sierra Subdivision, 17th Filing - Final Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the final plat of High Sierra Subdivision, 17th Filing.

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

On December 23, 2022, Sanderson Stewart applied for final major plat approval for High Sierra Subdivision, 17th Filing. The proposed subdivision creates 38 lots for residential development. The subject property is generally located north of Matador Avenue and west of Entrada Road in Billings Heights. The property is zoned N3, Suburban Neighborhood Residential.

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 High Sierra Subdivision, 17th Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows:76-3-611. Review of final plat.
(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:
(a) It conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and
(b) The county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

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

PLAT OF

HIGH SIERRA SUBDIVISION, 17TH FILING

BEING LOT 6A OF THE AMENDED PLAT OF LOT 6, BLOCK 26, 15TH FILING, SITUATED IN THE NE1/4 OF SECTION 17, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

PREPARED BY : SANDERSON STEWART

OCTOBER, 2022

BILLINGS, MONTANA

CERTIFICATE OF CITY ENGINEER'S OFFICE

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

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

_____
City Engineer's Office

ERRORS AND OMISSIONS REVIEW

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

_____ _____
Examining Land Surveyor Date

CERTIFICATE OF COUNTY TREASURER

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

Date: _____

Yellowstone County Treasurer

By: _____
Deputy

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 APPROVAL: CITY COUNCIL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF HIGH SIERRA SUBDIVISION, 17TH FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

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

CITY OF BILLINGS, MONTANA

By: _____ Attest: _____
Mayor City Clerk

CERTIFICATE OF CITY ATTORNEY

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

Date: _____

Reviewed by: _____

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: _____

CONSENT TO PLATTING

Document No.: _____

DRAINAGE EASEMENT

Document No.: _____

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That HIGH SIERRA II, INC., the owner of the following described tract of land, does hereby certify that he has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NE1/4 of Section 17, T. 1 N., R. 26 E., P.M.M., in the City of Billings and in Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lot 6A of Amended Plat of Lot 6, Block 26, High Sierra Subdivision, 15th Filing, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 4035391.

The park requirement for this subdivision has been previously met with the platting of High Sierra Subdivision, 14th Filing.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as HIGH SIERRA SUBDIVISION, 17TH FILING, and the lands included in all street, and avenues as shown on the annexed plat are hereby granted and donated to the use of the public forever.

HIGH SIERRA II, INC.

By: _____

Title: VP

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 16th day of December, 2022, before me, the undersigned Notary Public for the State of Montana, personally appeared Landis Leep, known to me to be the persons who signed the foregoing instrument as Vice President of HIGH SIERRA II, INC., and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of Montana

BRITTANY CECIL NOTARIAL SEAL STATE OF MONTANA

BRITTANY CECIL
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
April 06, 2025

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of October, 2022, a survey was performed under his supervision of a tract of land to be known as HIGH SIERRA SUBDIVISION, 17TH FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 38.854 acres and the net area is 36.642 acres.

SANDERSON STEWART

By: _____

Montana License No. 18972LS

Date: December 20, 2022

MONTANA MICHAEL DEAN BERGSTROM 18972LS REGISTERED PROFESSIONAL LAND SURVEYOR

READY FOR CLERK AND RECORDER

PLAT OF

HIGH SIERRA SUBDIVISION, 17TH FILING

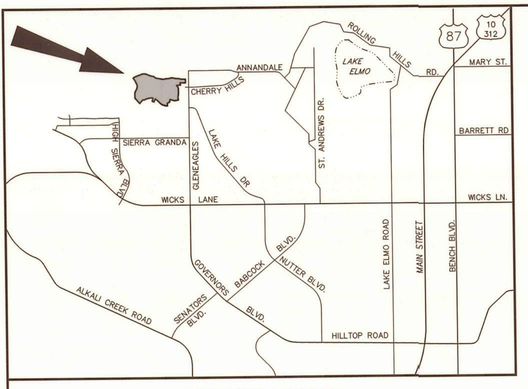
BEING LOT 6A OF THE AMENDED PLAT OF LOT 6, BLOCK 26, 15TH FILING, SITUATED IN THE NE1/4 OF SECTION 17, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

PREPARED BY : SANDERSON STEWART

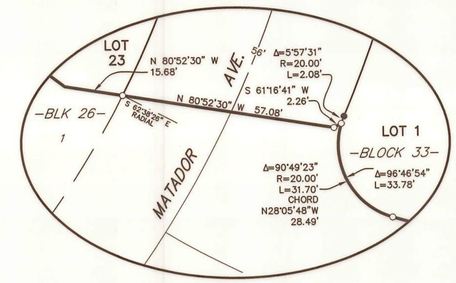
OCTOBER, 2022

BILLINGS, MONTANA



VICINITY MAP

NOT TO SCALE



DETAIL #1

1" = 20'

AREA DATA

NET AREA (37 LOTS)	36.642 AC
R.O.W. TRACTS (2)	0.149 AC
ROAD DEDICATION	2.062 AC
GROSS AREA	38.854 AC

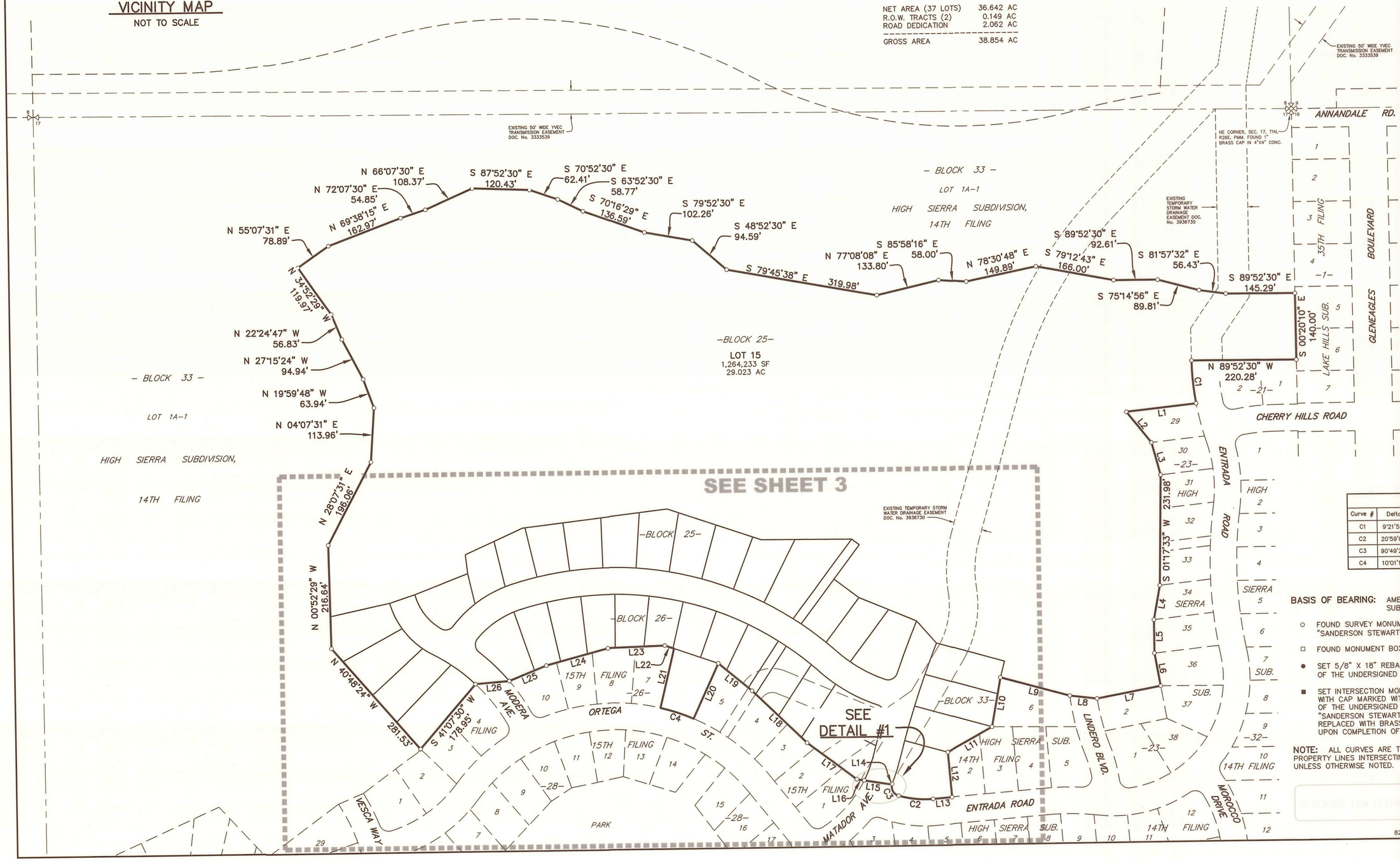
NORTH

100' 50' 0 100' 200'

SCALE: 1" = 100'

LINE TABLE		
Line #	Bearing	Distance
L1	S 83°48'10" W	147.82'
L2	S 38°36'43" E	82.92'
L3	S 14°57'00" E	70.82'
L4	S 10°44'19" W	73.17'
L5	S 00°02'33" W	70.42'
L6	S 09°57'38" E	70.00'
L7	S 79°28'33" W	136.36'
L8	N 83°00'11" W	57.75'
L9	N 74°27'28" W	150.89'
L10	S 10°28'46" W	105.22'
L11	S 61°16'41" W	107.18'
L12	S 04°29'30" E	94.66'
L13	S 85°30'30" W	39.83'
L14	S 61°16'41" W	2.26'
L15	N 80°52'30" W	57.08'
L16	N 80°52'30" W	15.68'
L17	N 52°52'30" W	129.53'
L18	N 45°52'29" W	158.74'
L19	N 50°15'34" W	91.25'
L20	S 24°57'51" W	127.31'
L21	N 13°39'31" E	127.81'
L22	N 70°52'29" W	20.21'
L23	S 88°07'31" W	119.98'
L24	S 75°07'31" W	134.41'
L25	S 68°07'31" W	84.33'
L26	S 85°25'50" W	71.42'

CURVE TABLE					
Curve #	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	9°21'52"	556.00'	90.87'	S 05°19'03" E	90.77'
C2	20°59'01"	200.00'	73.25'	N 84°00'00" W	72.84'
C3	90°49'23"	20.00'	31.70'	N 28°05'48" W	28.49'
C4	10°01'15"	418.00'	73.11'	N 71°19'52" W	73.01'



BASIS OF BEARING: AMENDED PLAT OF LOT 1, BLOCK 33, HIGH SIERRA SUBDIVISION, 14TH FILING

- ○ FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "SANDERSON STEWART", OR AS NOTED
- □ FOUND MONUMENT BOX
- ● 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.

RESERVED FOR CLERK AND RECORDER

82061_144_HS17TH_FP_PROD.DWG 82061.144 10/25/2022 MDB

PLAT OF

HIGH SIERRA SUBDIVISION, 17TH FILING

BEING LOT 6A OF THE AMENDED PLAT OF LOT 6, BLOCK 26, 15TH FILING, SITUATED IN THE NE1/4 OF SECTION 17, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

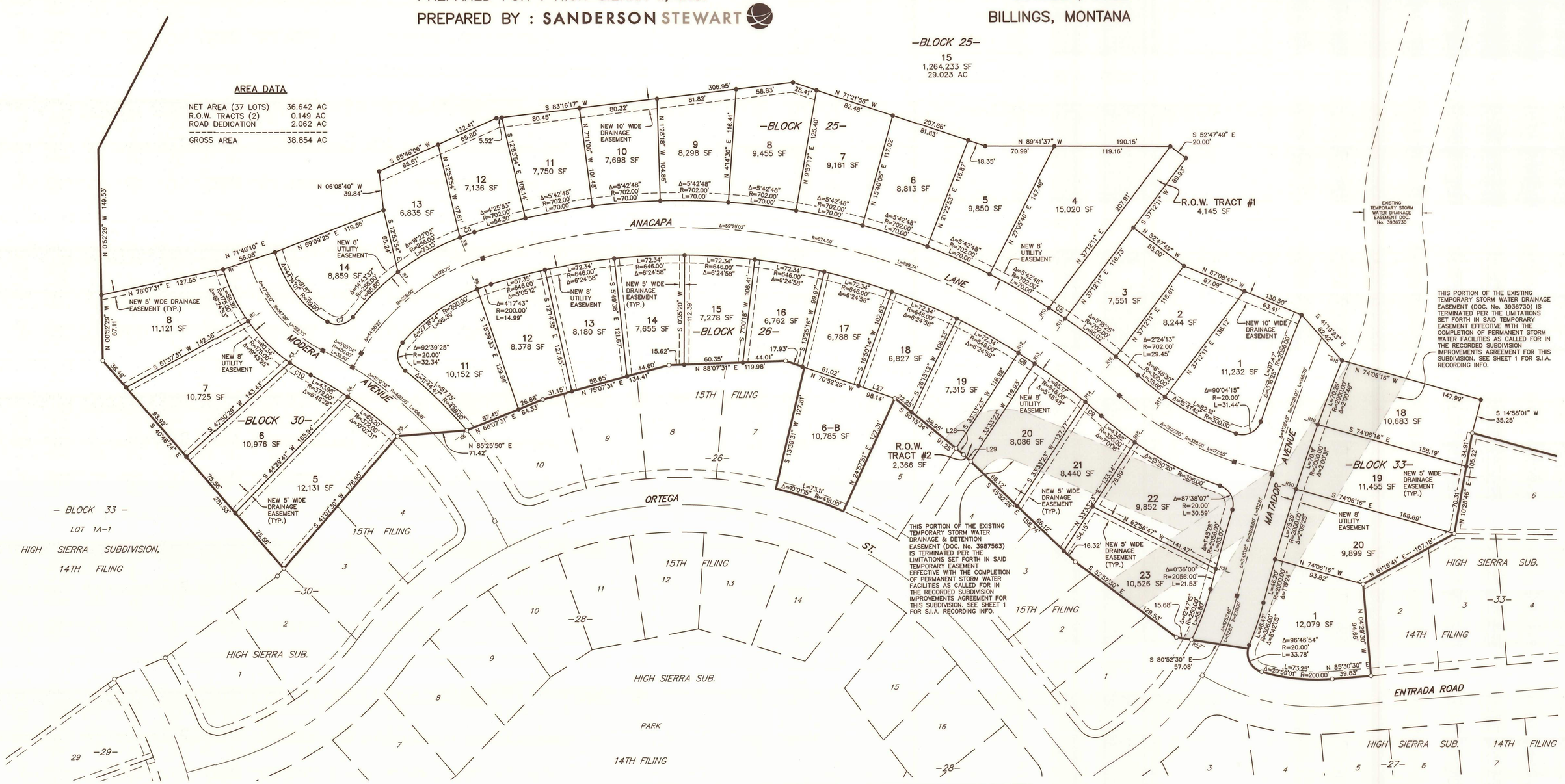
PREPARED BY : SANDERSON STEWART

OCTOBER, 2022

BILLINGS, MONTANA

AREA DATA

NET AREA (37 LOTS)	36.642 AC
R.O.W. TRACTS (2)	0.149 AC
ROAD DEDICATION	2.062 AC
GROSS AREA	38.854 AC



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

NORTH

50 25 0 50 100

SCALE: 1" = 50'

LINE TABLE		
Line #	Bearing	Distance
L27	N 70°52'29" W	39.39'
L28	N 50°15'34" W	10.06'
L29	N 45°52'29" W	10.17'

CURVE TABLE			
Curve #	Delta	Radius	Length
C5	1°38'08"	702.00'	20.04'
C6	3°32'54"	256.00'	15.85'
C7	83°13'19"	20.00'	29.05'
C8	1°46'26"	646.00'	20.00'
C9	1°55'51"	646.00'	21.77'
C10	8°11'26"	175.00'	25.02'

RADIAL TABLE			
Radial #	Bearing	Radial #	Bearing
R1	S 74°18'56" W	R12	N 32°40'10" E
R2	S 54°54'03" W	R13	N 34°26'36" E
R3	S 35°08'38" W	R14	N 40°13'24" E
R4	N 33°43'41" E	R15	S 35°08'00" W
R5	N 43°46'12" E	R16	N 39°45'02" E
R6	N 50°08'19" E	R17	S 35°20'45" W
R7	N 37°14'43" W	R18	N 67°55'31" W
R8	N 21°37'30" W	R19	N 69°56'21" W
R9	N 37°14'43" W	R20	N 71°56'51" W
R10	N 32°48'28" E	R21	N 74°49'40" W
R11	N 34°26'36" E	R22	S 62°38'26" E

REVIEWED FOR CLERK AND RECORDER

Remit to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT HIGH SIERRA SUBDIVISION, SEVENTEENTH FILING CITY OF BILLINGS

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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

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

HIGH SIERRA SUBDIVISION, SEVENTEENTH FILING

THIS AGREEMENT is made and entered into this ____ day of _____, 20___, by and between **HIGH SIERRA II, INC.**, whose address for the purpose of this agreement is 175 North 27th Street, Suite 900, Billings, MT 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on 28th day of September, 2021, the Board of Planning recommended conditional approval of a preliminary plat of High Sierra Subdivision, 17th Filing; and

WHEREAS, at a regular meeting conducted on 25th day of October, 2021, the City Council conditionally approved a preliminary plat of High Sierra Subdivision, 17th Filing; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to High Sierra Subdivision, 17th Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

A. Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1401, BMCC):

1. No Variances are requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

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

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

C. 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.

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

E. Lot owners are advised they will be subject to inclusion in a Parks Maintenance District (PMD) for the operation and maintenance of the parkland dedicated with various filings of High Sierra Subdivision, including High Sierra Subdivision, 17th Filing, and future filings of High Sierra Subdivision.

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 Chapter 28, BMCC and detailed in the Billings Stormwater Management Manual.

1. The lowest finish 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. Home builder and lot owner may find it necessary to raise the finish floor elevation of house or garage above this minimum during on-site building design and/or during on-lot grading.

2. The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where runoff from lots cannot be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to protect the house from surface stormwater flows. Lots shall allow, through on-site building design and on-lot grading, for stormwater to pass through each lot without negatively impacting adjacent lots. The lowest openings on each home (window wells) are to be located outside the designated drainage paths. If this is not possible, the builder

and lot owners must take necessary measures to protect these openings from inundating from surface water flows. In any case, the homebuilder shall allow enough space between window wells and property lines to provide sufficient swales and proper storm water drainage away from window wells.

3. Each owner of a completed lot shall be a member of the High Sierra Subdivision Homeowners Association (HOA). Membership shall be appurtenant to and may not be separated from ownership of a lot. The Homeowners Association will be set up to maintain the permanent stormwater detention facilities. The HOA Board of Directors shall have the power, in its discretion, to exclude costs of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.

III. TRANSPORTATION

A. Streets

1. Subdivider will enter a private contract for the construction of all required improvements for those streets within the subdivision, as follows:

   Matador Avenue, Modera Avenue and Anacapa Lane will be constructed within a 56-foot right-of-way using curb and gutter and full-width pavement (34-feet back of curb to back of curb). Curb and Gutter will be installed per the City of Billings Standards in place at time of construction.

B. Sidewalks

1. Sidewalk on the internal streets shall be installed at the time of individual lot development. The sidewalk shall consist of a 5-foot-wide boulevard type sidewalk with a minimum 5-foot-wide boulevard.

2. Subdivider will install accessible ramps at the intersections, which shall be completed with the subdivision improvements.

3. A 12-foot-wide sidewalk shall be constructed in the 20-foot-wide right-of-way corridors and shall be installed at the time of private contract construction.

C. Street Lighting

Construction or installation of streetlights within the public rights-of-way shall not be required at this time, but streetlights are included in the Waiver referenced herein for construction of the same in the future. A maintenance district for streetlights may be formed for future maintenance of any streetlights installed in the future.

D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

Based on the Traffic Impact Study (TIS) update letter, the 17th Filing development's portion of critical volumes for impacted intersections are as follows (based on a $250,000.00 intersection improvement cost):

Wicks Lane/Gleneagles Blvd	0.77% ($1,925.00)
Wicks Lane/Fantan Street	0.86% ($2,150.00)
Wicks Lane/St. Andrews Dr.	0.68% ($1,700.00)
Annandale Road/Gleneagles Blvd	0.08% ($200.00)
Annandale Road/St. Andrews Dr.	0.09% ($225.00)

City and Subdivider agree that the Subdivider will be required to make cash contributions to these intersections prior to final plat approval.

E. Access

Matador Avenue and Modera Avenue provide access to the subdivision. The interior streets will be located within a 56-foot right-of-way and will have a width of 34-feet back of curb to back of curb.

F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway Plan (2017) shows no trail connections within the proposed area of High Sierra Subdivision, 17th Filing, and as such, no trail improvements are required as part of this subdivision.

G. Public Transit

The subdivision does not require improvements to ensure public transit service.

IV. EMERGENCY SERVICE

The City will provide emergency service. Fire hydrants shall be provided at each street intersection and at intermediate locations where distances exceed 500-feet. Appropriate turnarounds will be located on any dead-end 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 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

Storm drainage for the public streets shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains, and with discharge to a stormwater detention facility that is located within an off-site area on Lot 17, Block 6, High Sierra Subdivision, 11th Filing generally north of the future projection of Gleneagles Boulevard designated for storm water detention. This detention facility will be sized to accept runoff generated from the High Sierra Subdivision, 17th Filing. Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area without inundating existing and proposed home sites. All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division prior to filing of the final plat.

The drainage system improvements will be in accordance with the recommendations of the stormwater analysis and report prepared and submitted with the improvement plans and specifications. Maintenance of the stormwater detention area and associated drainage facilities shall be by the High Sierra Subdivision HOA.

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

The subdivision will be served by making two connections to public water mains, one on Matador Avenue, just north of the Matador Avenue/Entrada Road intersection and one on Modera Avenue just north of the intersection of Modera Avenue/Ortega Street. A new 12-inch water main will be installed in Modera Avenue. A new 8-inch water main will be installed in the remaining local interior streets of the subdivision which is subject to approval from the City of Billings. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and are also subject to approval by the City of Billings.

B. Sanitary Sewer

The subdivision will be served by making a connection to an existing 8-inch diameter sewer main located in Matador Avenue and Modera Avenue and extending the 8-inch sewer main within Matador Avenue, Modera Avenue and Anacapa Lane.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be the responsibility of the Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

The park land required for this subdivision is 0.811 acres. This parkland dedication will be met through a previous parkland dedication with High Sierra Subdivision, 14th Filing. The total parkland dedicated with High Sierra Subdivision; 14th Filing was 5.310 acres.

The following is a summary of the required parkland dedications that have been previously attributed to the High Sierra Subdivision, 14th Filing Park:

High Sierra Sub., 14th Filing	1.876 acres
High Sierra Sub., 15th Filing	0.587 acres
High Sierra Sub., 16th Filing	0.255 acres
High Sierra Sub., 10th Filing	0.895 acres
Total	3.613 acres

Therefore, there is sufficient area remaining within the parkland dedication from High Sierra Subdivision, 14th Filing to meet the 0.811 acres parkland requirement for High Sierra Subdivision, 17th Filing. No additional parkland is required with High Sierra Subdivision, 17th Filing.

Lot owners are advised they will be subject to inclusion in a Special Improvement District (SID) for the development and a Parks Maintenance District (PMD) for the operation and maintenance of this and future parks within High Sierra Subdivision.

VIII. IRRIGATION

No permanent irrigation ditches, field laterals, or irrigation easements exist on the subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was performed within the area of this subdivision and submitted with the preliminary plat and is available for review at the City of Billings Planning Department. The Geotechnical Investigation Report for High Sierra Subdivision 17th Filing Billings, Montana was completed by Rimrock Engineering Inc. and dated July 28, 2021.

It is recommended that owners, purchasers, realtors, builders, and developers fully familiarize themselves with the information contained in this report prior to design or construction.

X. 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.

XI. 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"

HIGH SIERRA II, INC.

By: _____ VP

Its: _____ VP

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 19th day of December, 2022, before me, a Notary Public in and for the State of Montana, personally appeared Landy Leup, known to me to be the person who executed the foregoing instrument as the Vice President of **HIGH SIERRA II, INC.**, and acknowledged to me that he/she executed the same.

SARA LOVELY NOTARIAL SEAL STATE OF MONTANA
SARA LOVELY
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2026

Sara Lovely

Notary Public in and for the State of Montana
Printed Name: Sara Lovely
Residing at: Billings MT
My commission expires: 9-14-22

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

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

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

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

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned is more particularly described as follows:
High Sierra Subdivision, 17th Filing

Signed and dated this 19th day of December, 2022.

"SUBDIVIDER" **HIGH SIERRA II, INC.**

VP

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 19th day of December, 2022 before me, a Notary Public in and for the State of Montana, personally appeared Lanay Leep., known to me to be the VP of **HIGH SIERRA II, INC.**, 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.

Sara Lovely
Notary Public in and for the State of Montana
Printed Name: Sara Lovely
Residing at: Billings MT
My commission expires: 9-14-24

SARA LOVELY NOTARIAL SEAL STATE OF MONTANA
SARA LOVELY
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2026

CITY OF
Billings
MAYOR'S OFFFICE

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

October 25, 2021

High Sierra II, Inc.
175 N 27th Street, Suite 900
Billings, MT 59101

Dear Applicant:

On October 25, 2021, the Billings City Council conditionally approved the preliminary plat of High Sierra Subdivision, 17th Filing, subject to the following conditions of approval:

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

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

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

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

Sincerely,

William A. Cole

William A. Cole, Mayor

pc: Sanderson Stewart
High Sierra II, Inc.

City Council Regular

Date:	01/23/2023
Title:	High Sierra Subdivision, 18th Filing - Final Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the final plat of High Sierra Subdivision, 18th Filing.

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

On December 23, 2022, Sanderson Stewart applied for final major plat approval for High Sierra Subdivision, 18th. The proposed subdivision creates 26 lots for residential development. The subject property is generally located north and west of Entrada Road in Billings Heights. The property is zoned N3, Suburban Neighborhood Presidential.

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 High Sierra Subdivision, 18th Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows:76-3-611. Review of final plat.
(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:
(a) It conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and
(b) The county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

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

PLAT OF

HIGH SIERRA SUBDIVISION, 18TH FILING

BEING LOT 15, BLOCK 25, HIGH SIERRA SUBDIVISION, 17TH FILING, SITUATED IN THE NE1/4 OF SECTION 17, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

PREPARED BY : SANDERSON STEWART

OCTOBER, 2022

BILLINGS, MONTANA

CERTIFICATE OF CITY ENGINEER'S OFFICE

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

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

_____
City Engineer's Office

ERRORS AND OMISSIONS REVIEW

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

_____ _____
Examining Land Surveyor Date

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 APPROVAL: CITY COUNCIL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF HIGH SIERRA SUBDIVISION, 18TH FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

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

CITY OF BILLINGS, MONTANA

By: _____ Attest: _____
Mayor City Clerk

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That HIGH SIERRA II, INC., the owner of the following described tract of land, does hereby certify that he has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NE1/4 of Section 17, T. 1 N., R. 26 E., P.M.M., in the City of Billings and in Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lot 15, Block 25 of High Sierra Subdivision, 17th Filing, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. _____.

The park requirement for this subdivision has been previously met with the platting of High Sierra Subdivision, 14th Filing.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as HIGH SIERRA SUBDIVISION, 18TH FILING, and the lands included in all street, and avenues as shown on the annexed plat are hereby granted and donated to the use of the public forever.

HIGH SIERRA II, INC.

By: _____

Title: VP

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 14th day of December, 2022, before me, the undersigned Notary Public for the State of Montana, personally appeared Landy Leep, known to me to be the persons who signed the foregoing instrument as Vice President of HIGH SIERRA II, INC., and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of Montana

BRITTANY CECIL NOTARIAL SEAL STATE OF MONTANA

BRITTANY CECIL
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
April 06, 2025

CERTIFICATE OF COUNTY TREASURER

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

Date: _____
Yellowstone County Treasurer

By: _____
Deputy

CERTIFICATE OF CITY ATTORNEY

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

Date: _____

Reviewed by: _____

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of October, 2022, a survey was performed under his supervision of a tract of land to be known as HIGH SIERRA SUBDIVISION, 18TH FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 29.0227 acres and the net area is 27.2394 acres.

SANDERSON STEWART

By: _____

Montana License No. 18972LS

Date: December 20, 2022

MONTANA MICHAEL DEAN BERTSCHY 18972LS REGISTERED PROFESSIONAL LAND SURVEYOR

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: _____

CONSENT TO PLATTING

Document No.: _____

DRAINAGE EASEMENT

Document No.: _____

RESERVED FOR CLERK AND RECORDER

PLAT OF

HIGH SIERRA SUBDIVISION, 18TH FILING

BEING LOT 15, BLOCK 25, HIGH SIERRA SUBDIVISION, 17TH FILING,
SITUATED IN THE NE1/4 OF SECTION 17, T. 1 N., R. 26 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

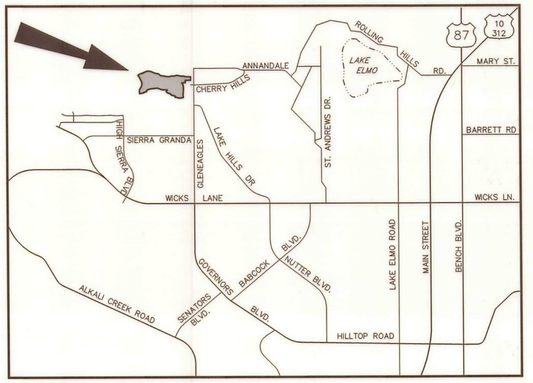
PREPARED FOR : HIGH SIERRA II, INC.

PREPARED BY : SANDERSON STEWART

OCTOBER, 2022
BILLINGS, MONTANA

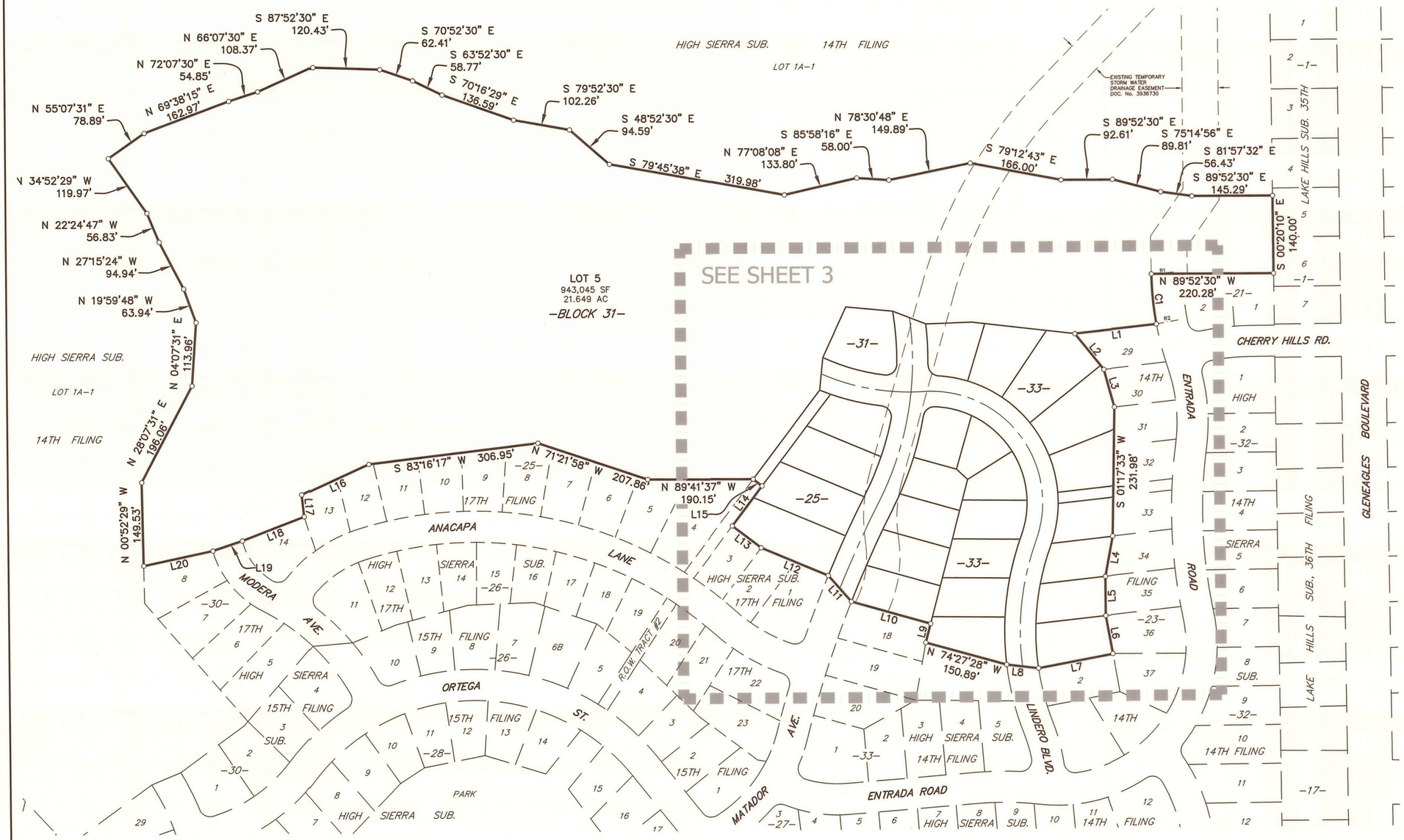
AREA DATA

NET AREA (26 LOTS)	27.2394 AC
R.O.W. TRACTS (2)	0.1392 AC
ROAD DEDICATION	1.6441 AC
GROSS AREA	29.0227 AC



VICINITY MAP
NOT TO SCALE

NORTH
100' 50' 0 100' 200'
SCALE: 1" = 100'



BASIS OF BEARING: PLAT OF HIGH SIERRA SUBDIVISION, 17TH FILING

- ○ FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "SANDERSON STEWART", OR AS NOTED
- □ FOUND MONUMENT BOX
- ● 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.

LINE TABLE			LINE TABLE		
Line #	Bearing	Distance	Line #	Bearing	Distance
L1	S 83°48'10" W	147.82'	L13	N 52°47'49" W	65.00'
L2	S 38°36'43" E	82.92'	L14	N 37°12'11" E	89.93'
L3	S 14°57'00" E	70.82'	L15	N 52°47'49" W	20.00'
L4	S 10°44'19" W	73.17'	L16	S 65°46'06" W	132.41'
L5	S 00°02'33" W	70.42'	L17	S 06°08'40" E	39.84'
L6	S 09°57'38" E	70.00'	L18	S 69°09'25" W	119.56'
L7	S 79°28'33" W	136.36'	L19	S 71°49'10" W	56.08'
L8	N 83°00'11" W	57.75'	L20	S 78°07'31" W	127.55'
L9	N 14°58'01" E	35.25'	L21	N 01°17'33" E	20.17'
L10	N 74°06'16" W	147.99'	L22	N 38°36'43" W	9.31'
L11	N 41°19'23" W	62.42'	L23	N 47°01'51" W	27.16'
L12	N 67°08'47" W	130.50'			

RADIAL TABLE		RADIAL TABLE	
Radial #	Bearing	Radial #	Bearing
R1	N 89°21'53" E	R14	S 62°47'43" E
R2	N 80°00'01" E	R15	S 64°58'21" E
R3	N 82°00'00" E	R16	N 83°41'32" E
R4	S 87°45'58" E	R17	S 86°36'38" E
R5	S 78°36'32" E	R18	S 78°37'20" E
R6	N 70°46'25" W	R19	S 70°24'53" E
R7	N 89°10'23" W	R20	S 89°03'42" W
R8	S 85°47'02" W	R21	S 25°12'38" W
R9	S 83°57'09" W	R22	N 72°23'47" W
R10	S 80°46'55" W	R23	N 65°32'38" W
R11	N 22°21'42" E	R24	S 63°52'20" E
R12	N 19°34'22" E	R25	S 65°54'14" E
R13	N 70°37'23" W	R26	S 67°55'31" E

CURVE TABLE					
Curve #	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	9°21'52"	556.00'	90.87'	S 05°19'03" E	90.77'
C2	5°02'35"	228.00'	20.07'	S 01°41'41" E	20.06'
C3	2°47'20"	428.00'	20.83'	S 69°01'58" E	20.83'

RESERVED FOR CLERK AND RECORDER

PLAT OF

HIGH SIERRA SUBDIVISION, 18TH FILING

BEING LOT 15, BLOCK 25, HIGH SIERRA SUBDIVISION, 17TH FILING, SITUATED IN THE NE1/4 OF SECTION 17, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

PREPARED BY : SANDERSON STEWART

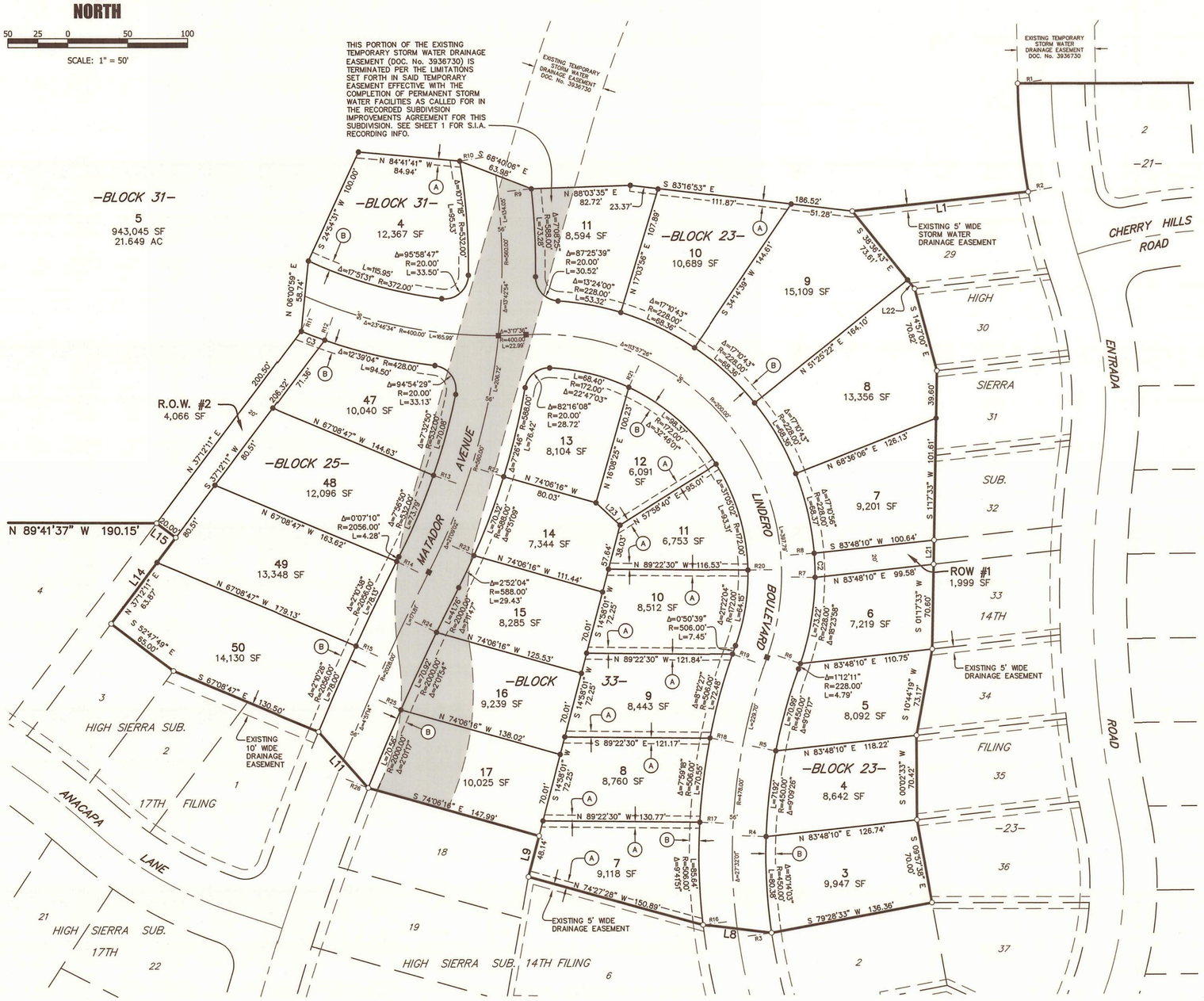
OCTOBER, 2022

BILLINGS, MONTANA

NORTH

50 25 0 50 100

SCALE: 1" = 50'



-BLOCK 31-
5
943,045 SF
21.649 AC

AREA DATA

NET AREA (26 LOTS)	27.2394 AC
R.O.W. TRACTS (2)	0.1392 AC
ROAD DEDICATION	1.6441 AC
GROSS AREA	29.0227 AC

BASIS OF BEARING: PLAT OF HIGH SIERRA SUBDIVISION, 17TH FILING

- ○ FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "SANDERSON STEWART", OR AS NOTED
- □ FOUND MONUMENT BOX
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- (A) NEW 5' WIDE DRAINAGE EASEMENT
- (B) NEW 8' WIDE UTILITY EASEMENT

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

LINE TABLE			LINE TABLE		
Line #	Bearing	Distance	Line #	Bearing	Distance
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L5	S 00°02'33" W	70.42'	L17	S 06°08'40" E	39.84'
L6	S 09°57'38" E	70.00'	L18	S 69°09'25" W	119.56'
L7	S 79°28'33" W	136.36'	L19	S 71°49'10" W	56.08'
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R8	S 85°47'02" W	R21	S 25°12'38" W
R9	S 83°57'09" W	R22	N 72°23'47" W
R10	S 80°46'55" W	R23	N 65°32'38" W
R11	N 22°21'42" E	R24	S 63°52'20" E
R12	N 19°34'22" E	R25	S 65°54'14" E
R13	N 70°37'23" W	R26	S 67°55'31" E

CURVE TABLE					
Curve #	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	9°21'52"	556.00'	90.87'	S 05°19'03" E	90.77'
C2	5°02'35"	228.00'	20.07'	S 01°41'41" E	20.06'
C3	2°47'20"	428.00'	20.83'	S 69°01'58" E	20.83'

RELEASED FOR CLERK AND RECORDER

Remit to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT HIGH SIERRA SUBDIVISION, EIGHTEENTH FILING CITY OF BILLINGS

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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

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

HIGH SIERRA SUBDIVISION, EIGHTEENTH FILING

THIS AGREEMENT is made and entered into this ____ day of _____, 20___, by and between **HIGH SIERRA II, INC.**, whose address for the purpose of this agreement is 175 North 27th Street, Suite 900, Billings, MT 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on 28th day of September, 2021, the Board of Planning recommended conditional approval of a preliminary plat of High Sierra Subdivision, 18th Filing; and

WHEREAS, at a regular meeting conducted on 25th day of October, 2021, the City Council conditionally approved a preliminary plat of High Sierra Subdivision, 18th Filing; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to High Sierra Subdivision, 18th Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

A. Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1401, BMCC):

1. No Variances are requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

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

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

C. 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.

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

E. Lot owners are advised they will be subject to inclusion in a Parks Maintenance District (PMD) for the operation and maintenance of the parkland dedicated with various filings of High Sierra Subdivision, including High Sierra Subdivision, 18th Filing, and future filings of High Sierra Subdivision.

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 Chapter 28, BMCC and detailed in the Billings Stormwater Management Manual.

1. The lowest finish 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. Home builder and lot owner may find it necessary to raise the finish floor elevation of house or garage above this minimum during on-site building design and/or during on-lot grading.

2. The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where runoff from lots cannot be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to protect the house from surface stormwater flows. Lots shall allow, through on-site building design and on-lot grading, for stormwater to pass through each lot without negatively impacting adjacent lots. The lowest openings on each home (window wells) are to be located outside the designated drainage paths. If this is not possible, the builder and lot owners must take necessary measures to protect these openings from inundating from surface water flows. In any case,

the homebuilder shall allow enough space between window wells and property lines to provide sufficient swales and proper storm water drainage away from window wells.

3. Each owner of a completed lot shall be a member of the High Sierra Subdivision Homeowners Association (HOA). Membership shall be appurtenant to and may not be separated from ownership of a lot. The Homeowners Association will be set up to maintain the permanent stormwater detention facilities. The HOA Board of Directors shall have the power, in its discretion, to exclude costs of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.

III. TRANSPORTATION

A. Streets

1. Subdivider will enter into a private contract for the construction of all required improvements for those streets within the subdivision, as follows:

   Matador Avenue and Lindero Boulevard will be constructed within a 56-foot right-of-way using curb and gutter and full-width pavement (34-feet back of curb to back of curb). Curb and Gutter will be installed per the City of Billings Standards in place at time of construction.

B. Sidewalks

1. Sidewalk on the internal streets shall be installed at the time of individual lot development. The sidewalk shall consist of a 5-foot-wide boulevard type sidewalk with a minimum 5-foot-wide boulevard.

2. Subdivider will install accessible ramps at the intersections, which shall be completed with the subdivision improvements.

3. A 12-foot-wide sidewalk shall be constructed in the 20-foot-wide right-of-way corridors and shall be installed at the time of private contract construction.

C. Street Lighting

Construction or installation of streetlights within the public rights-of-way shall not be required at this time, but streetlights are included in the Waiver referenced herein for construction of the same in the future. A maintenance district for streetlights may be formed for future maintenance of any streetlights installed in the future.

D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

Based on the Traffic Impact Study (TIS) update letter, the 18th Filing development's portion of critical volumes for impacted intersections are as follows (based on a $250,000.00 intersection improvement cost):

Wicks Lane/Gleneagles Blvd	0.55% ($1,375.00)
Wicks Lane/Fantan Street	0.62% ($1,550.00)
Wicks Lane/St. Andrews Dr.	0.49% ($1,225.00)
Annandale Road/Gleneagles Blvd	0.08% ($200.00)
Annandale Road/St. Andrews Dr.	0.09% ($225.00)

City and Subdivider agree that the Subdivider will be required to make cash contributions to these intersections prior to final plat approval.

E. Access

Matador Avenue and Lindero Boulevard provide access to the subdivision. The interior streets will be located within a 56-foot right-of-way and will have a width of 34-feet back of curb to back of curb.

F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway Plan (2017) shows no trail connections within the proposed area of High Sierra Subdivision, 18th Filing, and as such, no trail improvements are required as part of this subdivision.

G. Public Transit

The subdivision does not require improvements to ensure public transit service.

IV. EMERGENCY SERVICE

The City will provide emergency service. Fire hydrants shall be provided at each street intersection and at intermediate locations where distances exceed 500-feet. Appropriate turnarounds will be located on any dead-end 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 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

Storm drainage for the public streets shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains, and with discharge to a stormwater detention facility that is located within an off-site area on Lot 17, Block 6, High Sierra Subdivision, 11th Filing generally north of the future projection of Gleneagles Boulevard designated for storm water detention. This detention facility will be sized to accept runoff generated from the High Sierra Subdivision, 18th Filing. Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area

without inundating existing and proposed home sites. All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division prior to filing of the final plat.

The drainage system improvements will be in accordance with the recommendations of the stormwater analysis and report prepared and submitted with the improvement plans and specifications. Maintenance of the stormwater detention area and associated drainage facilities shall be by the High Sierra Subdivision HOA.

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

The subdivision will be served by making two connections to public water mains, one on Matador Avenue, just north of the Matador Avenue/Anacapa Lane intersection and one on Lindero Boulevard just north of the intersection of Lindero Boulevard/Entrada Road. A new 8-inch water main will be installed in the local interior streets of the subdivision which is subject to approval from the City of Billings. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and are also subject to approval by the City of Billings.

B. Sanitary Sewer

The subdivision will be served by making a connection to an existing 8-inch diameter sewer main located in Matador Avenue and extending 8-inch sanitary sewer main in Matador Avenue. An existing 15-inch sanitary sewer main is located in Lindero Boulevard and the 15-inch sanitary sewer main will be extended in Lindero Boulevard.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be the responsibility of the Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

The parkland required for this subdivision is 0.615 acres. This parkland dedication will be met through a previous parkland dedication with High Sierra Subdivision, 14th Filing. The total parkland dedicated with High Sierra Subdivision; 14th Filing was 5.310 acres.

The following is a summary of the required parkland dedications that have been previously attributed to the High Sierra Subdivision, 14th Filing Park:

High Sierra Sub., 14th Filing	1.876 acres
High Sierra Sub., 15th Filing	0.587 acres
High Sierra Sub., 16th Filing	0.255 acres
High Sierra Sub., 10th Filing	0.895 acres
High Sierra Sub., 17th Filing	0.811 acres
Total	4.424 acres

Therefore, there is sufficient area remaining within the parkland dedication from High Sierra Subdivision, 14th Filing to meet the 0.615 acres parkland requirement for High Sierra Subdivision, 18th Filing. No additional parkland is required with High Sierra Subdivision, 18th Filing.

Lot owners are advised they will be subject to inclusion in a Special Improvement District (SID) for the development and a Parks Maintenance District (PMD) for the operation and maintenance of this and future parks within High Sierra Subdivision.

VIII. IRRIGATION

No permanent irrigation ditches, field laterals, or irrigation easements exist on the subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was performed within the area of this subdivision and submitted with the preliminary plat and is available for review at the City of Billings Planning Department. The Geotechnical Investigation Report for High Sierra Subdivision 18th Filing Billings, Montana was completed by Rimrock Engineering Inc. and dated July 28, 2021.

It is recommended that owners, purchasers, realtors, builders, and developers fully familiarize themselves with the information contained in this report prior to design or construction.

X. 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.

XI. 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"

HIGH SIERRA II, INC.

By: _____

Its: VP

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 19th day of December, 2022, before me, a Notary Public in and for the State of Montana, personally appeared Landy Lee P., known to me to be the person who executed the foregoing instrument as the Vice President of **HIGH SIERRA II, INC.**, and acknowledged to me that he/she executed the same.

SARA LOVELY NOTARIAL SEAL STATE OF MONTANA

SARA LOVELY
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2026

Sara Lovely
Notary Public in and for the State of Montana
Printed Name: Sara Lovely
Residing at: Billings, MT
My commission expires: 9-14-26

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

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

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

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

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned is more particularly described as follows:
High Sierra Subdivision, 18th Filing

Signed and dated this 19th day of December, 2022.

"SUBDIVIDER" **HIGH SIERRA II, INC.**

VP

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 19th day of December, 2022 before me, a Notary Public in and for the State of Montana, personally appeared Landy Leep, known to me to be the VP of **HIGH SIERRA II, INC.,** 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.

SARA LOVELY NOTARIAL SEAL STATE OF MONTANA
SARA LOVELY
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2026

Sara Lovely
Notary Public in and for the State of Montana
Printed Name: Sara Lovely
Residing at: Billings MT
My commission expires: 9-14-26

CITY OF
Billings
MAYOR'S OFFFICE

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

October 25, 2021

High Sierra II, Inc.
175 N 27th Street, Suite 900
Billings, MT 59101

Dear Applicant:

On October 25, 2021, the Billings City Council conditionally approved the preliminary plat of High Sierra Subdivision, 18th Filing, subject to the following conditions of approval:

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

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

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

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

Sincerely,

William A. Cole

William A. Cole, Mayor

pc: Sanderson Stewart
High Sierra II, Inc.

City Council Regular

Date:	01/23/2023
Title:	High Sierra Subdivision, 19th Filing - Final Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the final plat of High Sierra Subdivision, 19th Filing.

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

On December 23, 2022, Sanderson Stewart applied for final major plat approval for High Sierra Subdivision, 19th Filing. The proposed subdivision creates 17 lots for residential development. The subject property is generally located west of Entrada Road and east of Matador Avenue in Billings Heights. The property is zoned N3 - Suburban Neighborhood Residential.

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 High Sierra Subdivision, 19th Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows:76-3-611. Review of final plat.
(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:
(a) It conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and
(b) The county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

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

PLAT OF

HIGH SIERRA SUBDIVISION, 19TH FILING

BEING LOT 5, BLOCK 31, HIGH SIERRA SUBDIVISION, 18TH FILING, SITUATED IN THE NE1/4 OF SECTION 17, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

PREPARED BY : SANDERSON STEWART

OCTOBER, 2022

BILLINGS, MONTANA

CERTIFICATE OF CITY ENGINEER'S OFFICE

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

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

_____

City Engineer's Office

ERRORS AND OMISSIONS REVIEW

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

_____ _____

Examining Land Surveyor Date

CERTIFICATE OF COUNTY TREASURER

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

Date: _____

Yellowstone County Treasurer

By: _____

Deputy

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 APPROVAL: CITY COUNCIL

STATE OF MONTANA)
: ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF HIGH SIERRA SUBDIVISION, 19TH FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

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

CITY OF BILLINGS, MONTANA

By: _____ Attest: _____

Mayor City Clerk

CERTIFICATE OF CITY ATTORNEY

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

Date: _____

Reviewed by: _____

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: _____

CONSENT TO PLATTING

Document No.: _____

DRAINAGE EASEMENT

Document No.: _____

TEMPORARY STORM WATER DRAINAGE EASEMENT

Document No.: _____

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
: ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That HIGH SIERRA II, INC., the owner of the following described tract of land, does hereby certify that he has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NE1/4 of Section 17, T. 1 N., R. 26 E., P.M.M., in the City of Billings and in Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lot 5, Block 31 of High Sierra Subdivision, 18th Filing, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. _____ .

A portion of the park requirement for this subdivision has been previously met with the platting of High Sierra Subdivision, 14th Filing. Pursuant to Section 76-3-621(1)(a). M.C.A., the remainder of the park requirement for this subdivision has been met by a cash-in-lieu donation in the amount of $_____ .

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as HIGH SIERRA SUBDIVISION, 19TH FILING, and the lands included in all street, and avenues as shown on the annexed plat are hereby granted and donated to the use of the public forever.

HIGH SIERRA II, INC.

By: _____

Title: VP

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 16th day of December , 2022 , before me, the undersigned Notary Public for the State of Montana, personally appeared Landy Leef , known to me to be the persons who signed the foregoing instrument as Vice President of HIGH SIERRA II, INC., and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____

Notary Public in and for the State of Montana

BRITTANY CECIL NOTARIAL SEAL STATE OF MONTANA

BRITTANY CECIL
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
April 06, 2025

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
: ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of October, 2022, a survey was performed under his supervision of a tract of land to be known as HIGH SIERRA SUBDIVISION, 19TH FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 21.649 acres and the net area is 20.569 acres.

SANDERSON STEWART

By: _____

Montana License No. 18972LS

Date: December 20, 2022

MONTANA MICHAEL DEAN BERTRAM 18972LS LICENSED PROFESSIONAL LAND SURVEYOR

PLAT OF

HIGH SIERRA SUBDIVISION, 19TH FILING

BEING LOT 5, BLOCK 31, HIGH SIERRA SUBDIVISION, 18TH FILING, SITUATED IN THE NE1/4 OF SECTION 17, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

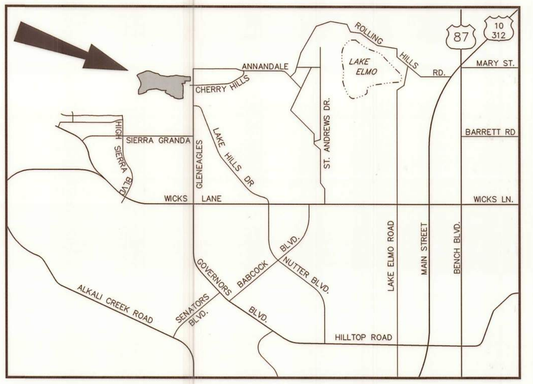
PREPARED BY : SANDERSON STEWART

OCTOBER, 2022

BILLINGS, MONTANA

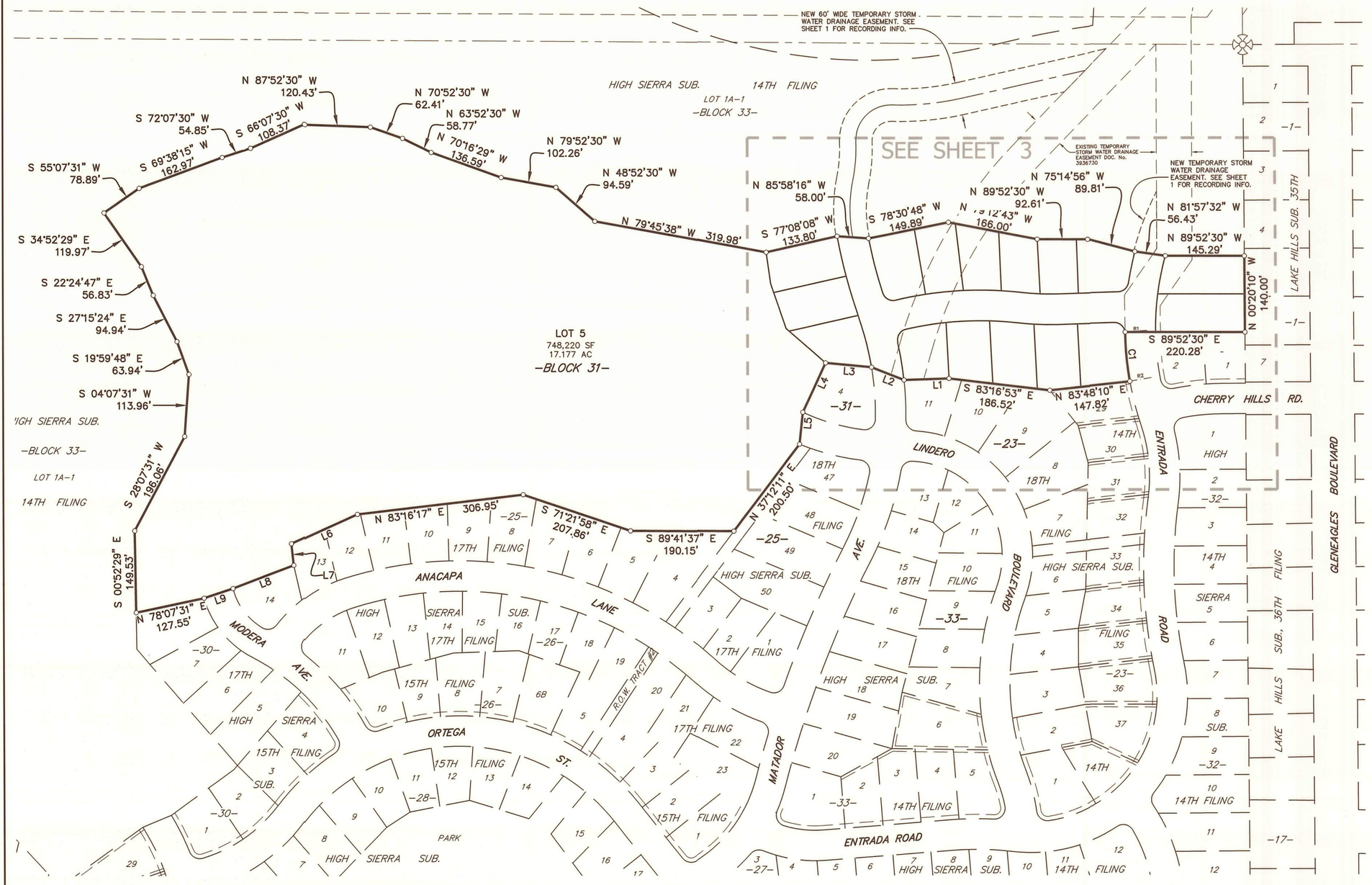
AREA DATA

NET AREA (17 LOTS)	20.569 AC
ROAD DEDICATION	1.080 AC
GROSS AREA	21.649 AC



VICINITY MAP

NOT TO SCALE





SCALE: 1" = 100'

BASIS OF BEARING: PLAT OF HIGH SIERRA SUBDIVISION, 18TH FILING

- ○ FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "SANDERSON STEWART", OR AS NOTED
- □ FOUND MONUMENT BOX
- ● 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.

LINE TABLE		
Line #	Bearing	Distance
L1	N 88°03'35" E	82.72'
L2	S 68°40'06" E	63.98'
L3	S 84°41'41" E	84.94'
L4	N 24°54'31" E	100.00'
L5	N 06°00'59" E	58.74'
L6	N 65°46'06" E	132.41'
L7	N 06°08'40" W	39.84'
L8	N 69°09'25" E	119.56'
L9	N 71°49'10" E	56.08'

RADIAL TABLE	
Radial #	Bearing
R1	N 80°00'01" E
R2	N 89°21'53" E

CURVE TABLE					
Curve #	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	9°21'52"	556.00'	90.87'	N 05°19'03" W	90.77'

RESERVED FOR CLERK AND RECORDER

PLAT OF

HIGH SIERRA SUBDIVISION, 19TH FILING

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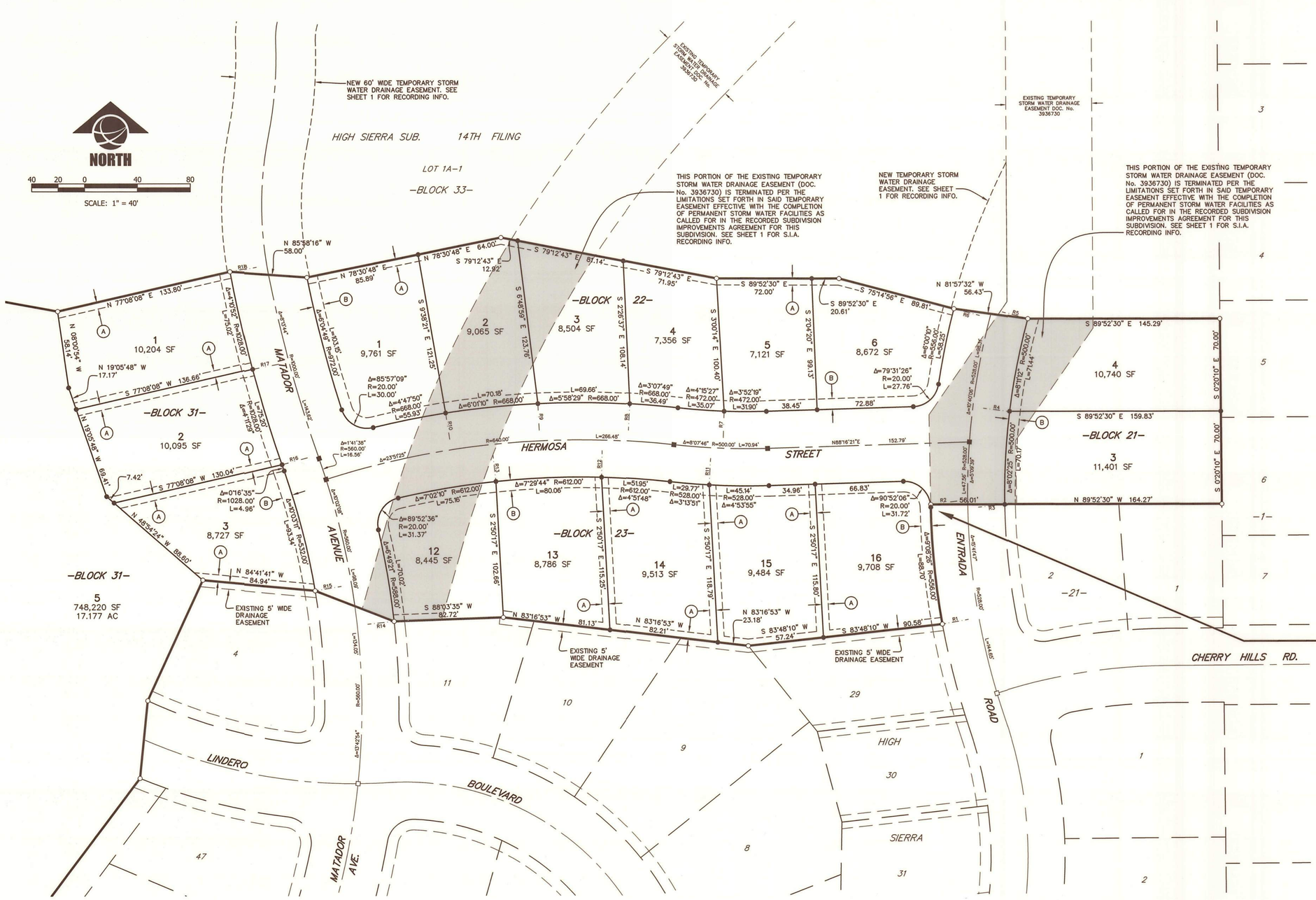
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- (A) NEW 5' WIDE DRAINAGE EASEMENT
- (B) NEW 8' WIDE UTILITY EASEMENT

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

NORTH

40 20 0 40 80

SCALE: 1" = 40'



LINE TABLE		
Line #	Bearing	Distance
L1	N 88°03'35" E	82.72'
L2	S 68°40'06" E	63.98'
L3	S 84°41'41" E	84.94'
L4	N 24°54'31" E	100.00'
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L9	N 71°49'10" E	56.08'

RADIAL TABLE		RADIAL TABLE	
Radial #	Bearing	Radial #	Bearing
R1	N 80°00'01" E	R10	N 08°43'20" W
R2	N 89°21'53" E	R11	N 03°10'16" E
R3	N 89°16'47" E	R12	S 01°32'18" W
R4	S 82°40'48" E	R13	S 05°57'25" E
R5	S 74°29'36" E	R14	S 83°57'09" W
R6	S 75°14'56" E	R15	S 80°46'55" W
R7	S 02°08'39" W	R16	S 75°11'49" W
R8	S 03°16'18" W	R17	S 79°21'58" W
R9	N 02°42'11" W	R18	S 79°22'41" W

CURVE TABLE					
Curve #	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	9°21'52"	556.00'	90.87'	N 05°19'03" W	90.77'

RESERVED FOR CLERK AND RECORDER

82061_144_HS19TH_FP_PROD.DWG 82061.144 10/25/2022 MDB

Remit to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT HIGH SIERRA SUBDIVISION, NINETEENTH FILING CITY OF BILLINGS

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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

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

HIGH SIERRA SUBDIVISION, NINETEENTH FILING

This agreement is made and entered into this ____ day of _____, 20___, by and between **HIGH SIERRA II, INC.**, whose address for the purpose of this agreement is 175 North 27th Street, Suite 900, Billings, MT 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on 28th day of September, 2021, the Board of Planning recommended conditional approval of a preliminary plat of High Sierra Subdivision, 19th Filing; and

WHEREAS, at a regular meeting conducted on 25th day of October, 2021, the City Council conditionally approved a preliminary plat of High Sierra Subdivision, 19th Filing; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to High Sierra Subdivision, 19th Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

A. Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1401, BMCC):

1. No Variances are requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

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

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

E. Lot owners are advised they will be subject to inclusion in a Parks Maintenance District (PMD) for the operation and maintenance of the

parkland dedicated with various filings of High Sierra Subdivision, including High Sierra Subdivision, 19th Filing, and future filings of High Sierra Subdivision.

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 Chapter 28, BMCC and detailed in the Billings Stormwater Management Manual.

1. The lowest finish 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. Home builder and lot owner may find it necessary to raise the finish floor elevation of house or garage above this minimum during on-site building design and/or during on-lot grading.

2. The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where runoff from lots cannot be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to protect the house from surface stormwater flows. Lots shall allow, through on-site building design and on-lot grading, for stormwater to pass through each lot without negatively impacting adjacent lots. The lowest openings on each home (window wells) are to be located outside the designated drainage paths. If this is not possible, the builder and lot owners must take necessary measures to protect these openings from inundating from surface water flows. In any case, the homebuilder shall allow enough space between window wells

and property lines to provide sufficient swales and proper storm water drainage away from window wells.

3. Each owner of a completed lot shall be a member of the High Sierra Subdivision Homeowners Association (HOA). Membership shall be appurtenant to and may not be separated from ownership of a lot. The Homeowners Association will be set up to maintain the permanent stormwater detention facilities. The HOA Board of Directors shall have the power, in its discretion, to exclude costs of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.

III. TRANSPORTATION

A. Streets

1. Subdivider will enter into a private contract for the construction of all required improvements for those streets within the subdivision, as follows:

   Matador Avenue, Entrada Road and Hermosa Street will be constructed within a 56-foot right-of-way using curb and gutter and full-width pavement (34-feet back of curb to back of curb). Curb and Gutter will be installed per the City of Billings Standards in place at time of construction.

B. Sidewalks

1. Sidewalk on the internal streets shall be installed at the time of individual lot development. The sidewalk shall consist of a 5-foot-wide boulevard type sidewalk with a minimum 5-foot-wide boulevard.

2. Subdivider will install accessible ramps at the intersections, which shall be completed with the subdivision improvements.

C. Street Lighting

Construction or installation of streetlights within the public rights-of-way shall not be required at this time, but streetlights are included in the Waiver referenced herein for construction of the same in the future. A

maintenance district for streetlights may be formed for future maintenance of any streetlights installed in the future.

D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

Based on the Traffic Impact Study (TIS) update letter, the 19th Filing development's portion of critical volumes for impacted intersections are as follows (based on a $250,000.00 intersection improvement cost):

Wicks Lane/Gleneagles Blvd	0.35% ($875.00)
Wicks Lane/Fantan Street	0.39% ($975.00)
Wicks Lane/St. Andrews Dr.	0.31% ($775.00)
Annandale Road/Gleneagles Blvd	0.08% ($200.00)
Annandale Road/St. Andrews Dr.	0.09% ($225.00)

City and Subdivider agree that the Subdivider will be required to make cash contributions to these intersections prior to final plat approval.

E. Access

Matador Avenue and Entrada Road provide access to the subdivision. The interior streets will be located within a 56-foot right-of-way and will have a width of 34-feet back of curb to back of curb.

F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway Plan (2017) shows no trail connections within the proposed area of High Sierra Subdivision, 19th Filing, and as such, no trail improvements are required as part of this subdivision.

G. Public Transit

The subdivision does not require improvements to ensure public transit service.

IV. EMERGENCY SERVICE

The City will provide emergency service. Fire hydrants shall be provided at each street intersection and at intermediate locations where distances exceed 500-feet. Appropriate turnarounds will be located on any dead-end street more than 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 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

Storm drainage for the public streets shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains, and with discharge to a stormwater detention facility that is located within an off-site area on Lot 17, Block 6, High Sierra Subdivision, 11th Filing generally north of the future projection of Gleneagles Boulevard designated for storm water detention. This detention facility will be sized to accept runoff generated from the High Sierra Subdivision, 19th Filing. Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area without inundating existing and proposed home sites. All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division prior to filing of the final plat.

The drainage system improvements will be in accordance with the recommendations of the stormwater analysis and report prepared and submitted with the improvement plans and specifications. Maintenance of the stormwater detention area and associated drainage facilities shall be by the High Sierra Subdivision HOA.

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

The subdivision will be served by making two connections to public water mains, one on Matador Avenue, just north of the Matador Avenue/Lindero Boulevard intersection and one on Entrada Road just north of the intersection of Entrada Road/Cherry Hills Road. A 12-inch water main will be installed in Entrada Road and 8-inch water main will be installed in the remaining local interior streets of the subdivision which is subject to approval from the City of Billings. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and are also subject to approval by the City of Billings.

B. Sanitary Sewer

The subdivision will be served by making a connection to an existing 8-inch diameter sewer main located in Matador Avenue and Entrada Road.

The 8-inch sanitary sewer main will be extended through the streets in the subdivision.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be the responsibility of the Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

The park land required for this subdivision is 0.373 acres. A portion of the required dedication will be met through a previous parkland dedication with High Sierra Subdivision, 14th Filing. The remaining will be met with a cash in lieu contribution. The total parkland dedicated with High Sierra Subdivision, 14th Filing was 5.310 acres.

The following is a summary of the required parkland dedications that have been previously attributed to the High Sierra Subdivision, 14th Filing Park:

High Sierra Sub., 14th Filing	1.876 acres
High Sierra Sub., 15th Filing	0.587 acres
High Sierra Sub., 16th Filing	0.255 acres
High Sierra Sub., 10th Filing	0.895 acres
High Sierra Sub., 17th Filing	0.811 acres
High Sierra Sub., 18th Filing	0.615 acres
Total	5.039 acres

Therefore, 0.271 acres will be met by the previous High Sierra Subdivision, 14th Filing parkland dedication and 0.102 acres will be met by a cash in lieu contribution.

Lot owners are advised they will be subject to inclusion in a Special Improvement District (SID) for the development and a Parks Maintenance District (PMD) for the operation and maintenance of this and future parks within High Sierra Subdivision.

VIII. IRRIGATION

No permanent irrigation ditches, field laterals, or irrigation easements exist on the subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was performed within the area of this subdivision and submitted with the preliminary plat and is available for review at the City of Billings

Planning Department. The Geotechnical Investigation Report for High Sierra Subdivision 19th Filing Billings, Montana was completed by Rimrock Engineering Inc. and dated July 28, 2021.

It is recommended that owners, purchasers, realtors, builders, and developers fully familiarize themselves with the information contained in this report prior to design or construction.

X. 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.

XI. 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"

HIGH SIERRA II, INC.

By: _____

Its: VP

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 19th day of December, 2022, before me, a Notary Public in and for the State of Montana, personally appeared Landy Leep, known to me to be the person who executed the foregoing instrument as the Vice President of **HIGH SIERRA II, INC.**, and acknowledged to me that he/she executed the same.

SARA LOVELY NOTARIAL SEAL STATE OF MONTANA

SARA LOVELY
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2026

Sara Lovely
Notary Public in and for the State of Montana
Printed Name: Sara Lovely
Residing at: Billings MT
My commission expires: 9-14-24

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

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

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

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

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned is more particularly described as follows:
High Sierra Subdivision, 19th Filing

Signed and dated this 19th day of December, 2022.

"SUBDIVIDER"

HIGH SIERRA II, INC.

VP

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 19th day of December, 2022, before me, a Notary Public in and for the State of Montana, personally appeared Landy Leep, known to me to be the VP of **HIGH SIERRA II, INC.,** 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.

SARA LOVELY NOTARIAL SEAL STATE OF MONTANA
SARA LOVELY
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2026

Sara Lovely
Notary Public in and for the State of Montana
Printed Name: Sara Lovely
Residing at: Billings MT
My commission expires: 9-14-26

CITY OF
Billings
MAYOR'S OFFFICE

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

October 25, 2021

High Sierra II, Inc.
175 N 27th Street, Suite 900
Billings, MT 59101

Dear Applicant:

On October 25, 2021, the Billings City Council conditionally approved the preliminary plat of High Sierra Subdivision, 19th Filing, subject to the following conditions of approval:

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

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

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

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

Sincerely,

William A. Cole

William A. Cole, Mayor

pc: Sanderson Stewart
High Sierra II, Inc.

City Council Regular

Date:	01/23/2023
Title:	High Sierra Subdivision, 21st Filing - Final Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the final plat of High Sierra Subdivision, 21st Filing.

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

On December 23, 2022, Sanderson Stewart applied for final major plat approval for High Sierra Subdivision, 21st Filing. The proposed subdivision creates 49 lots for residential development. The subject property is generally located north of Annandale Road in the Billings Heights. The property is zoned N3 Suburban Neighborhood Residential.

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 High Sierra Subdivision, 21st Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met.

The criteria are as follows:76-3-611. Review of final plat.
(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:
(a) It conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and
(b) The county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

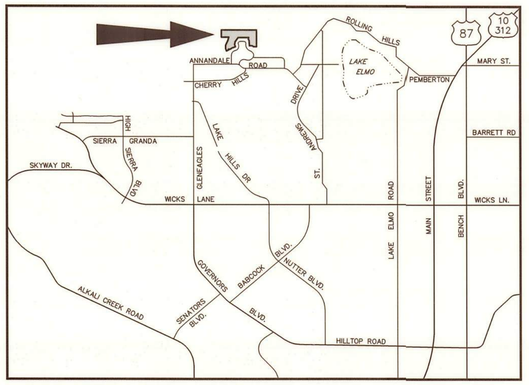
Staff finds the final plat meets the criteria outlined in 76-3-611 above and is in compliance with the regulations.

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



VICINITY MAP

NOT TO SCALE

PLAT OF

HIGH SIERRA SUBDIVISION, 21ST FILING

BEING LOT 33A OF AMENDED PLAT OF LOT 33, BLOCK 17, HIGH SIERRA SUBDIVISION, 10TH FILING, SITUATED IN THE SW1/4 OF SECTION 9, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

PREPARED BY : SANDERSON STEWART

OCTOBER, 2022

BILLINGS, MONTANA

CERTIFICATE OF CITY ENGINEER'S OFFICE

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

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

_____

City Engineer's Office

ERRORS AND OMISSIONS REVIEW

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

_____ _____

Examining Land Surveyor Date

CERTIFICATE OF COUNTY TREASURER

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

Date: _____

Yellowstone County Treasurer

By: _____

Deputy

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 APPROVAL: CITY COUNCIL

STATE OF MONTANA)
: ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF HIGH SIERRA SUBDIVISION, 21ST FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

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

CITY OF BILLINGS, MONTANA

By: _____ Attest: _____

Mayor City Clerk

CERTIFICATE OF CITY ATTORNEY

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

Date: _____

Reviewed by: _____

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: _____

CONSENT TO PLATTING

Document No.: _____

TEMPORARY STORM WATER DRAINAGE EASEMENT

Document No.: _____

DRAINAGE EASEMENT

Document No.: _____

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
: ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That HIGH SIERRA II, INC., the owner of the following described tract of land, does hereby certify that he has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the SW1/4 of Section 9, T. 1 N., R. 26 E., P.M.M., in the City of Billings and in Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lot 33A of Amended Plat of Lot 33, Block 17 of High Sierra Subdivision, 10th Filing, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. _____ .

Pursuant to Section 76-3-621(1)(a). M.C.A., the park requirement for this subdivision has been met by a cash-in-lieu donation in the amount of $_____ .

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as HIGH SIERRA SUBDIVISION, 21ST FILING, and the lands included in all street, and avenues as shown on the annexed plat are hereby granted and donated to the use of the public forever.

HIGH SIERRA II, INC.

By: _____

Title: VP

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 16th day of December, 20 22, before me, the undersigned Notary Public for the State of Montana, personally appeared Landy Leep, known to me to be the persons who signed the foregoing instrument as Vice President of HIGH SIERRA II, INC., and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____

Notary Public in and for the State of Montana

BRITTANY CECIL
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
April 06, 2025

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
: ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of October, 2022, a survey was performed under his supervision of a tract of land to be known as HIGH SIERRA SUBDIVISION, 21ST FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 15.492 acres and the net area is 12.621 acres.

SANDERSON STEWART

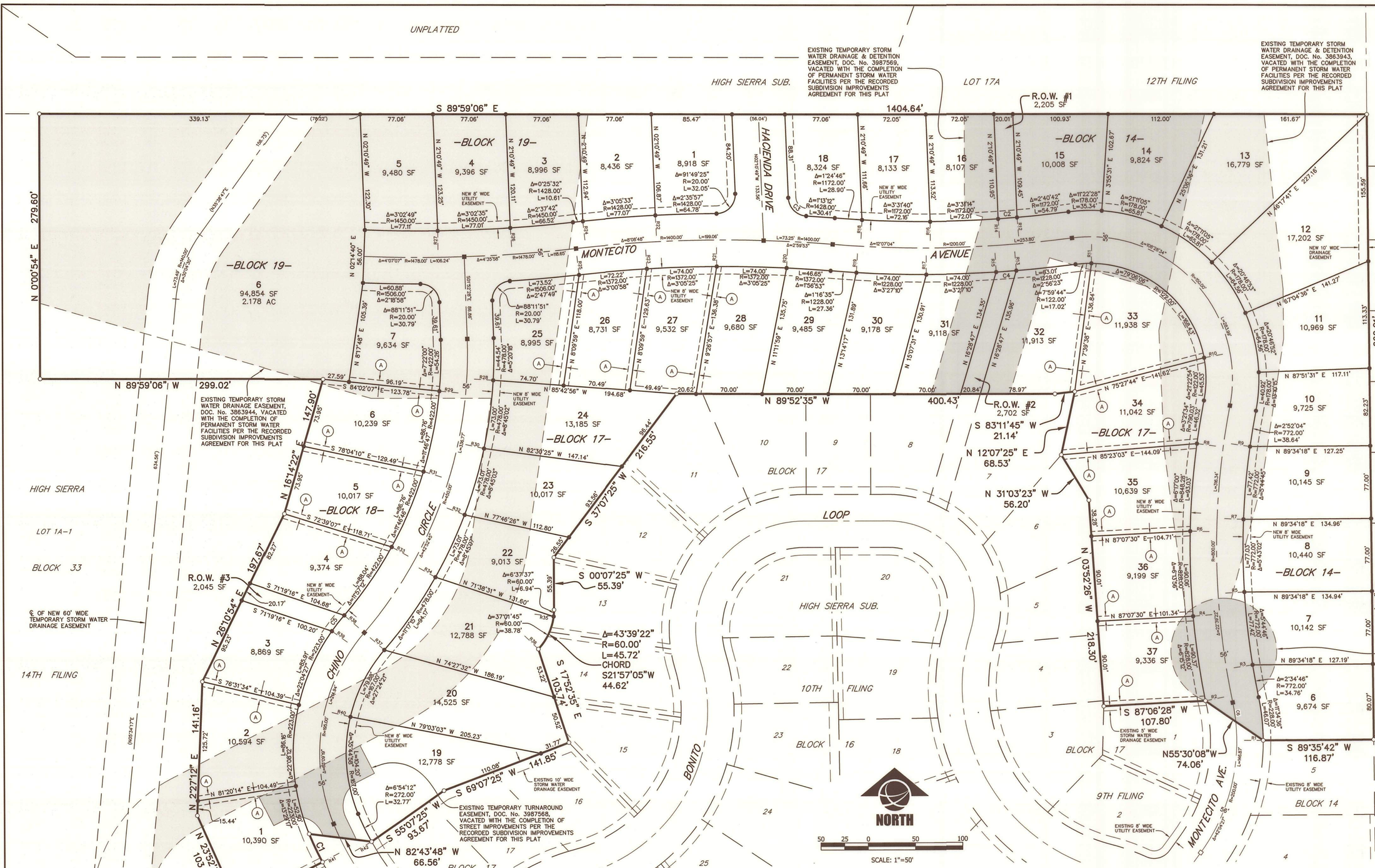
By: _____

Montana License No. 18972LS

Date: December 20, 2022

MONTANA
MICHAEL DEAN BERTELSEN
18972LS
LICENSED
PROFESSIONAL LAND SURVEYOR

RECORDED FOR CLERK AND RECORDER



AREA DATA

NET AREA (45 LOTS)	12.621 AC
R.O.W. TRACTS (3)	0.160 AC
ROAD DEDICATION	2.711 AC
GROSS AREA	15.492 AC

BASIS OF BEARING: PLAT OF HIGH SIERRA SUBDIVISION, 17TH FILING

- ○ FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "SANDERSON STEWART", OR AS NOTED
- □ FOUND MONUMENT BOX
- ● 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.
- Ⓐ NEW 5' WIDE DRAINAGE EASEMENT

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

RADIAL TABLE	
Radial #	Bearing
R1	S 89°56'58" W
R2	N 78°54'07" E
R3	N 80°57'09" E
R4	N 85°09'16" E
R5	N 86°41'55" E
R6	S 88°36'49" E
R7	S 87°35'04" E
R8	S 82°10'34" E
R9	S 81°50'19" E
R10	S 79°38'51" W
R11	S 00°32'55" W
R12	N 04°46'07" W
R13	N 04°30'26" W
R14	N 03°47'25" W
R15	N 03°30'39" W
R16	N 00°16'11" W
R17	N 00°03'30" W
R18	N 03°15'29" E
R19	N 03°23'40" E
R20	S 02°43'23" W
R21	S 00°22'02" E
R22	S 02°57'21" E
R23	S 03°27'28" E
R24	S 06°02'54" E
R25	S 06°28'26" E
R26	N 03°50'44" W
R27	N 00°48'09" W
R28	N 86°32'09" W
R29	N 84°30'28" W
R30	N 77°47'07" W
R31	N 72°43'40" W
R32	N 69°02'05" W
R33	N 60°56'55" W
R34	N 60°16'58" W
R35	S 83°11'31" E
R36	S 46°08'54" E
R37	N 48°59'43" W
R38	N 48°59'43" W
R39	S 54°27'07" E
R40	S 76°24'04" E
R41	S 62°07'20" W
R42	S 60°56'46" W

BOUNDARY CURVE TABLE					
Curve #	Delta	Radius	Length	Chord Bearing	Chord Dist.
C1	5°43'37"	328.00'	32.79'	S 25°00'51" E	32.77'

CURVE TABLE			
Curve #	Delta	Radius	Length
C2	0°58'42"	1172.00'	20.01'
C3	84°22'09"	20.00'	29.45'
C4	0°59'46"	1228.00'	21.35'
C5	5°27'24"	223.00'	21.24'

PLAT OF

HIGH SIERRA SUBDIVISION, 21ST FILING

BEING LOT 33A OF AMENDED PLAT OF LOT 33, BLOCK 17, HIGH SIERRA SUBDIVISION, 10TH FILING, SITUATED IN THE SW1/4 OF SECTION 9, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

PREPARED BY : SANDERSON STEWART

OCTOBER, 2022

BILLINGS, MONTANA

RESERVED FOR CLERK AND RECORDER

SHEET 2 OF 2

Remit to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT HIGH SIERRA SUBDIVISION, TWENTY FIRST FILING CITY OF BILLINGS

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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

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

HIGH SIERRA SUBDIVISION, TWENTY FIRST FILING

This agreement is made and entered into this ____ day of _____, 20___, by and between **HIGH SIERRA II, INC.**, whose address for the purpose of this agreement is 175 North 27th Street, Suite 900, Billings, MT 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on 11th day of January, 2022, the Board of Planning recommended conditional approval of a preliminary plat of High Sierra Subdivision, 21st Filing; and

WHEREAS, at a regular meeting conducted on 14th day of February, 2022, the City Council conditionally approved a preliminary plat of High Sierra Subdivision, 21st Filing; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to High Sierra Subdivision, 21st Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

A. Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1401, BMCC):

1. No Variances are requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

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

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

C. 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.

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

E. The Subdivider and subsequent contractors/builders acknowledge that 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.

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

1. The lowest finish 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. Home builder and lot owner may find it necessary to raise the finish floor elevation of house or garage above this minimum during on-site building design and/or during on-lot grading.

2. The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where runoff from lots cannot be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to protect the house from surface stormwater flows. Lots shall allow, through on-site building design and on-lot grading, for stormwater to pass through each lot without negatively impacting adjacent lots. The lowest openings on each home (window wells) are to be located outside the designated drainage paths. If this is not possible, the builder and lot owners must take necessary measures to protect these openings from inundating from surface water flows. In any case, the homebuilder shall allow enough space between window wells and property lines to provide sufficient swales and proper storm water drainage away from window wells.

3. Each owner of a completed lot shall be a member of the High Sierra Subdivision Homeowners Association (HOA). Membership shall be appurtenant to and may not be separated from ownership of a lot. The Homeowners Association will be set up to maintain the permanent stormwater detention facilities. The HOA Board of Directors shall have the power, in its discretion, to exclude costs of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.

III. TRANSPORTATION

A. Streets

1. Subdivider will enter into a private contract for the construction of all required improvements for those streets within the subdivision, as follows:

   Montecito Avenue, Chino Circle and Hacienda Drive will be constructed within a 56-foot right-of-way using curb and gutter and full-width pavement (34-feet back of curb to back of curb). Curb and Gutter will be installed per the City of Billings Standards in place at time of construction.

B. Sidewalks

1. Sidewalk on the internal streets shall be installed at the time of individual lot development. The sidewalk shall consist of a 5-foot-wide boulevard type sidewalk with a minimum 5-foot-wide boulevard.

2. Subdivider will install accessible ramps at the intersections, which shall be completed with the subdivision improvements.

3. A 12-foot-wide sidewalk shall be constructed in the 20-foot-wide right-of-way corridors and shall be installed at the time of private contract construction.

C. Street Lighting

Construction or installation of streetlights within the public rights-of-way shall not be required at this time, but streetlights are included in the

Waiver referenced herein for construction of the same in the future. A maintenance district for streetlights may be formed for future maintenance of any streetlights installed in the future.

D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

Based on the Traffic Impact Study (TIS) update letter, the 21st Filing development's portion of critical volumes for impacted intersections are as follows (based on a $250,000.00 intersection improvement cost):

Wicks Lane/Gleneagles Blvd	1.06% ($2,650.00)
Wicks Lane/Fantan Street	1.18% ($2,950.00)
Wicks Lane/St. Andrews Dr.	0.94% ($2,350.00)
Annandale Road/Gleneagles Blvd	1.00% ($2,500.00)
Annandale Road/St. Andrews Dr.	1.14% ($2,850.00)

City and Subdivider agree that the Subdivider will be required to make cash contributions to these intersections prior to final plat approval.

E. Access

Montecito Avenue and Chino Circle provide access to the subdivision. The interior streets will be located within a 56-foot right-of-way and will have a width of 34-feet back of curb to back of curb.

F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway Plan (2017) shows no trail connections within the proposed area of High Sierra Subdivision, 21st Filing, and as such, no trail improvements are required as part of this subdivision.

G. Public Transit

The subdivision does not require improvements to ensure public transit service.

IV. EMERGENCY SERVICE

The City will provide emergency service. Fire hydrants shall be provided at each street intersection and at intermediate locations where distances exceed 500-feet. Appropriate turnarounds will be located on any dead-end 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 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

Storm drainage for the public streets shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains, and with discharge to a stormwater detention facility that is located within an off-site area on Lot 17A, Block 1, High Sierra Subdivision, 12th Filing generally north of High Sierra Subdivision, 21st Filing. This detention facility will be sized to accept runoff generated from the High Sierra Subdivision, 21st Filing and previous filings of High Sierra Subdivision. Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area without inundating existing and proposed home sites. All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division prior to filing of the final plat.

The drainage system improvements will be in accordance with the recommendations of the stormwater analysis and report prepared and submitted with the improvement plans and specifications. Maintenance of the stormwater detention area and associated drainage facilities shall be by the High Sierra Subdivision HOA.

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications, and the rules and regulations of the City of Billings and the County Water District of Billings Heights.

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, Distribution and Collection Division, and the County Water District of Billings Heights. The extension/connection of/to water mains and sanitary sewers are 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 appropriate water and wastewater fees in effect shall be submitted with the applications.

It is acknowledged that the properties subject to the Subdivision Improvements Agreement shall be subject to the appropriate buy-in fee for the County Water District of Billings Heights in effect at the time of payment. Fees shall be paid as applied for in the extension application and as per the first paragraph above.

The developer/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new 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, and regulations of, and as approved by the City of Billings Public Works Department, County Water District of Billings Heights, Fire Department, and the Montana Department of Environmental Quality.

A. Water

The subdivision will be served by making connections to an existing water main stub located in Montecito Avenue and Chino Circle. The existing water main in these streets is an 8-inch in diameter main and is a part of the County Water District of Billings Heights water distribution system. A new 8-inch water main will be installed in the local interior streets. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and will be subject to approval by the City of Billings Fire Department. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. 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 County Water District of Billings Heights and Montana Department of Environmental Quality and will be approved by the County Water District of Billings Heights.

B. Sanitary Sewer

The subdivision will be served by making a connection to an existing 8-inch diameter sewer main located in Montecito Avenue and to an existing 10-inch diameter sewer main located in Chino Circle. The 10-inch diameter sewer main will be extended to the north and west for connection of future filings. The remaining sanitary sewer mains in Montecito Avenue, Chino Circle and Hacienda Drive will be 8-inch diameter.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be the responsibility of the Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Subdivision and Platting Act covers the park dedication requirement. Additionally, Section 23-1002. B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. High Sierra Subdivision, 21st Filing requires a parkland dedication 1.149 acres. The Subdivider will make a cash-in-lieu contribution for the 1.149 acres in lieu of parkland dedication.

VIII. IRRIGATION

No permanent irrigation ditches, field laterals, or irrigation easements exist on the subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was performed within the area of this subdivision and submitted with the preliminary plat and is available for review at the City of Billings Planning Department. The Geotechnical Investigation Report for High Sierra Subdivision 21st Filing Billings, Montana was completed by Rimrock Engineering Inc. and dated December 13, 2021.

It is recommended that owners, purchasers, realtors, builders, and developers fully familiarize themselves with the information contained in this report prior to design or construction.

X. 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.

XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two (2) 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"

HIGH SIERRA II, INC.

By: _____

Its: VP

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 19th day of December, 2022, before me, a Notary Public in and for the State of Montana, personally appeared Landy Leep., known to me to be the person who executed the foregoing instrument as the Vice President _____ of **HIGH SIERRA II, INC.**, and acknowledged to me that he/she executed the same.

SARA LOVELY NOTARIAL SEAL STATE OF MONTANA
SARA LOVELY
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2026

Sara Lovely
Notary Public in and for the State of Montana
Printed Name: Sara Lovely
Residing at: Billings MT
My commission expires: 9-14-24

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

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

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

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

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned is more particularly described as follows:
High Sierra Subdivision, 21st Filing

Signed and dated this 19th day of December, 2022.

"SUBDIVIDER" **HIGH SIERRA II, INC.**

_____, VP

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 19th day of December, 2022, before me, a Notary Public in and for the State of Montana, personally appeared Randy Leep, known to me to be the VP of **HIGH SIERRA II, INC.,** 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.

Sara Lovely
Notary Public in and for the State of Montana
Printed Name: Sara Lovely
Residing at: Billings MT
My commission expires: 9-14-26

SARA LOVELY NOTARIAL SEAL STATE OF MONTANA
SARA LOVELY
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2026

CITY OF
Billings
MAYOR'S OFFFICE

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

February 14, 2022

Oakland Built Homes Inc.
175 N. 27th Street, Suite 900
Billings, MT 59101

Dear Applicant:

On February 14, 2022, the Billings City Council conditionally approved the preliminary plat of High Sierra Subdivision, 21st Filing, subject to the following conditions of approval:

1. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

William A. Cole

William A. Cole, Mayor

City Council Regular

Date:	01/23/2023
Title:	Resolution Establishing Legislative Priorities for the 2023 Montana State Legislature's 68th Session
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	No
Legal Review	No

RECOMMENDATION

The City Administrator recommends the Council adopt the attached Resolution for the Montana State Legislature's 2023 Session.

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

The 68th Montana State Legislature began January 2, 2023. It is important to identify legislative priorities to guide city administration, staff, local elected officials, and our lobbyist. It is intentionally broad to help guide city staff, elected officials and our lobbying team of Aimee Grmoljez and Steve Turkiewicz.

Included within our legislative priorities are our two closest legislative partners, the Montana League of Cities and Towns (MLCT) and the Montana Infrastructure Coalition (MIC). The MLCT is an incorporated, nonpartisan, nonprofit association of 127 Montana municipalities. The League's sole purpose is a cooperative improvement of municipal government in Montana. It acts as a clearing house through which the municipalities cooperate for their mutual benefit. The MIC is a volunteer group representing over 100 industry, labor, and trade associations, local governments and business entities. Billings is an active board member in both organizations. These groups hvae come together to provide reliable information to state and local decision-markers and their constituents regarding the need for public safety and infrastructure investment.

The following priorities for the 2023 Legislative Session:

1. Public Safety - Support legislation provided enchanced safety, health and security for Billings residents; fight drug abuse, domestic violence, human trafficking and associated crime; reduce vagrancy, homelessness and increase resources for mental health services.

This support includes the following draft legislation from the Criminal Justice Oversight Council (CJOC).

- CJOC 1.2 - Revises sentencing laws for theft and thematically-related crimes.
- CJOC 2.2 - Addresses matters regarding recovery residences, also known as sober living homes.
- CJOC 3.2 - Creates a separate definition for persistent felony offender under supervision.
- CJOC 4 - Revises sentencing laws for disorderly conduct.
- CJOC 5.2 - Makes theft of a motor vehicle assessed at any value a felony.
- CJOC 6 - Creates diversion agreement program for certain drug offenses.

2. Economic Development - Support legislation that facilitates private investment in Billings.

3. Infrastructure - Support legislation that increases investments in infrastructure critical to supporting our economy.

4. Shift Tax Burden - Support legislation shifting the tax burden from Billings property owners to users of government services, where appropriate.

5. MLCT/Self Governing Powers - Support, in general, the Montana League of Cities and Towns Legislative Resolutions (see attached).

6. MIC - Support, in general, Montana Infrastructure Coalition legislative efforts.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

Creating our legislative agenda has little direct cost. Success or failure throughout the 2023 legislative process typically has significant fiscal impacts, both short and long term.

Attachments

Resolution Establishing Legislative Priorities for the 2023 Montana State Legislature's 68th Session

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING LEGISLATIVE PRIORITEIS FOR THE 2023 MONTANA STATE LEGISLATURE'S 68th SESSION

WHEREAS, the 68th Montana State Legislature began January 2, 2023. It is important to identify legislative priorities to guide city administration, staff, local elected officials, and our lobbyist; and

WHEREAS, included within our legislative priorities are our closest legislative partners, the Montana League of Cities and Towns (MLCT), the Montana Infrastructure Coalition (MIC) and the county attorney's office. The MLCT is an incorporated, nonpartisan, nonprofit association of 127 Montana municipalities. The League's sole purpose is the cooperative improvement of municipal government in Montana. It acts as a clearinghouse through which the municipalities cooperate for their mutual benefit. The MIC is a volunteer group representing over 100 industry, labor, and trade associations, local governments, and business entities. Billings has active board representation in both organizations. These groups have come together to provide reliable information to state and local

decision-makers and their constituents regarding the need for public safety and infrastructure investment; and

NOW, THEREFORE, BE IT RESOLVED THAT THE BILLINGS, MONTANA CITY COUNCIL adopts the following priorities for the 2023 Legislative Session:

1. Public Safety **- Support legislation providing enhanced safety, health and security for Billings residents; fight drug abuse, domestic violence, human trafficking and associated crime; reduce vagrancy, homelessness and increase resources for mental health services.**

   This support includes the following draft legislation from the Criminal Justice Oversight Council (CJOC).
   - CJOC 1.2 - Revises sentencing laws for theft and thematically-related crimes.
   - CJOC 2.2 - Addresses matters regarding recovery residences, also known as sober living homes.
   - CJOC 3.2 - Creates a separate definition for persistent felony offender under supervision.
   - CJOC 4 - Revises sentencing laws for disorderly conduct.
   - CJOC 5.2 - Makes theft of a motor vehicle assessed at any value a felony.
   - CJOC 6 - Creates diversion agreement program for certain drug offenses.

2. Economic Development - Support legislation that facilitates private investment in Billings.

EXHIBIT "A"

Resol.

3. Infrastructure - Support legislation that increases investments in infrastructure critical to supporting our economy.

4. Shift Tax Burden - Support legislation shifting the tax burden from Billings property owners to users of government services, where appropriate.

5. MLCT/Self Governing Powers - Support, in general, the Montana League of Cities and Towns Legislative Resolutions (see attached).

6. MIC - Support, in general, Montana Infrastructure Coalition legislative efforts.

The Billings, Montana City Council hereby recognizes, concurs, and supports the priorities expressed herein.

PASSED AND EFFECTIVE BY THE BILLINGS MONTANA CITY COUNCIL, THIS 23RD DAY OF January 2023.

_____
MAYOR

ATTEST:

_____
[CITY CLERK/CLERK OF THE COMMISSION/COUNCIL]

City Council Regular

Date:	01/23/2023
Title:	Payment of Claims for week of December 19, 2022
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $2,796,665.00 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 12192022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/19/2022	ACH	A & I Distributors	Airport	$ 2,353.24	Invoice #3863033. DEF and Oil
12/19/2022	ACH	A & I Distributors	Airport	$ 412.50	Invoice #3867514. DEF
12/19/2022	ACH	A & I Distributors	Fleet	$ 328.75	3865140
12/19/2022	ACH	A & I Distributors	Fleet	$ 696.45	3866869
12/19/2022	ACH	A & I Distributors	Fleet	$ 797.94	3866869
12/19/2022	ACH	A & I Distributors	Fleet	$ 1,636.25	3866869
12/19/2022	ACH	A & I Distributors	Fleet	$ 562.39	3869464
12/19/2022	ACH	A & I Distributors	Fleet	$ 373.45	3869464
12/19/2022	ACH	A & I Distributors	Fleet	$ 2,454.39	3869464
12/19/2022	ACH	A & I Distributors	Fleet	$ 647.28	3869464
12/19/2022	ACH	A & I Distributors	Fleet	$ 53.63	3869464
12/19/2022	ACH	A & I Distributors	Fleet	$ 696.45	3869464
12/19/2022	ACH	A & I Distributors	Fleet	$ 696.43	3872189
12/19/2022	ACH	A & I Distributors	Fleet	$ 1,071.71	3872189
12/19/2022	ACH	A & I Distributors	Fleet	$ 1,988.80	3872189
12/19/2022	ACH	A & I Distributors	Fleet	$ 818.13	3872189
12/19/2022	ACH	A & I Distributors	Fleet	$ 126.36	3877306
12/19/2022	ACH	A & I Distributors	Fleet	$ 84.21	Fleet
12/19/2022	ACH	A & I Distributors	Fleet	$ 818.14	Fleet
12/19/2022	ACH	A & I Distributors	Fleet	$ 562.39	Fleet
12/19/2022	ACH	A & I Distributors	Fleet	$ 1,841.73	Fleet
12/19/2022	ACH	A & I Distributors	Fleet	$ 345.78	Fleet
12/19/2022	ACH	A & I Distributors	Public Safety	$ 103.95	FIRE 5: REPLD ROTARY PUMP ON DEF DRUM.
12/19/2022	ACH	A & I Distributors	Solid Waste	$ 53.63	3869464
12/19/2022	ACH	A & I Distributors	Solid Waste	$ 867.35	330 GAL DEF Tote. 10/14Z SP HITEMP EP #2 - Lubricant
12/19/2022	ACH	A & I Distributors	Solid Waste	$ 825.00	330 GAL DEF TOTE. Collections.
12/19/2022	ACH	A & I Distributors	Solid Waste	$ 825.00	330 GAL DEF TOTE. Landfill.
12/19/2022	ACH	A & I Distributors	Solid Waste	$ 825.00	330GAL DEF TOTE. Landfill.
12/19/2022	ACH	A & I Distributors	Solid Waste	$ 119.65	Ice scrapers. Collections.
12/19/2022	ACH	A & I Distributors	Street/Traffic	$ 54.34	3869464
12/19/2022	ACH	A & I Distributors	Street/Traffic	$ 400.00	drum deposit
12/19/2022	ACH	A & I Distributors	Street/Traffic	$ (400.00)	drum deposit return
12/19/2022	ACH	A & I Distributors	Street/Traffic	$ 825.00	tote of def
12/19/2022	857801	A-1 Landscaping	Building	$ 187.50	November 2022 snow plow; Planning

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/19/2022	857801	A-1 Landscaping	CDBG	$ 187.50	November 2022 snow plow; Planning
12/19/2022	857801	A-1 Landscaping	Facilities	$ 1,576.25	November 2022 snow plow; Operations Center
12/19/2022	857801	A-1 Landscaping	Facilities	$ 1,925.00	November 2022 snow plow; Stillwater Building
12/19/2022	857801	A-1 Landscaping	Facilities	$ 498.75	November 2022 snow plow; Yellowstone Valley An Shelter
12/19/2022	857801	A-1 Landscaping	General	$ 187.50	November 2022 snow plow; Planning
12/19/2022	857801	A-1 Landscaping	Library	$ 300.00	November 2022 snow plow; Library
12/19/2022	857801	A-1 Landscaping	Library	$ 625.00	November 2022 snow plow; Library
12/19/2022	857801	A-1 Landscaping	Parking	$ 100.00	November 2022 snow plow; Library
12/19/2022	857801	A-1 Landscaping	Parking	$ 1,920.00	November 2022 snow plow; Parking
12/19/2022	857801	A-1 Landscaping	Parking	$ 550.00	November 2022 snow plow; Parking
12/19/2022	857801	A-1 Landscaping	Parking	$ 2,232.50	November 2022 snow plow; Parking
12/19/2022	857801	A-1 Landscaping	Parking	$ 3,975.00	November 2022 snow plow; Parking
12/19/2022	857801	A-1 Landscaping	Parking	$ 3,355.00	November 2022 snow plow; Parking
12/19/2022	857801	A-1 Landscaping	Planning	$ 187.50	November 2022 snow plow; Planning
12/19/2022	857801	A-1 Landscaping	Urban Renew	$ 1,400.00	November 2022 snow plow; Community Development
12/19/2022	857811	Bcs Scrip	City Ins Fund	$ 4,000.00	Extra Annual Wellness and Healthy Is Incentive gift cards
12/19/2022	857814	Billings Precast	Water	$ 1,800.00	24" FRAME RINGS 4" HIGH
12/19/2022	857814	Billings Precast	Water	$ 1,350.00	24-IN-BLGS STD C 1 COVERS - MANHOLE COVER
12/19/2022	857814	Billings Precast	Wastewater	$ 1,505.00	Orchard sewer, man hole
12/19/2022	857815	Billings Tourism	Tourism BID #2	$ 672,414.00	Paid November Distributed December 2022
12/19/2022	ACH	Burns & McDonnell Eng	Water	$ 232,425.17	WO 19-42 West End Water Treatment Plant Project
12/19/2022	857819	Business Tax Section	Arterial Streets	$ 136.54	WO 19-15 24th Street West and Central Signal Improvements
12/19/2022	857819	Business Tax Section	Gas Tax	$ 550.00	2022 Chip Seal Contract 2
12/19/2022	857819	Business Tax Section	Gas Tax	$ 115.46	2022 Chip Seal Contract 2 Retainage Release
12/19/2022	857819	Business Tax Section	Solid Waste	$ 872.66	WO 22-37 Landfill Drop-Off Building Repairs
12/19/2022	857819	Business Tax Section	Storm Sewer	$ 132.59	WO 22-25 CCTV City Storm Drain
12/19/2022	857819	Business Tax Section	Tax Incrmnt S	$ 1,662.08	Retainage Release
12/19/2022	857819	Business Tax Section	Wastewater	$ 131.97	Buy & Install Air Conditioning & Heating
12/19/2022	857819	Business Tax Section	Wastewater	$ 1,998.29	Retainage Release
12/19/2022	857819	Business Tax Section	Water	$ 1,443.01	Retainage Release
12/19/2022	857838	Dakota Supply Group	Water	$ 792.25	2" BRASS COMPRESSION COUPLING FOR COPPER PIPE
12/19/2022	857838	Dakota Supply Group	Water	$ 40.61	2" CTS STIFFENER 1-1/2" PEP
12/19/2022	857838	Dakota Supply Group	Water	$ 213.03	2" X 100' POLY PIPE SDR9
12/19/2022	857838	Dakota Supply Group	Water	$ 7,502.72	3/4" METER LOOPS AKA YOKE

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/19/2022	857838	Dakota Supply Group	Water	$ 60.66	Poly Pipe for water service repairs
12/19/2022	857845	Desert Mt Corp	Street/Traffic	$ 4,975.04	ice slicer
12/19/2022	857847	DOWL	Tax Incrmnt N27	$ 6,603.66	WO 23-11 Downtown 2-Way Street Conversion
12/19/2022	857847	DOWL	Wastewater	$ 13,193.27	WO 22-01 Water & Sanitary Sewer Main Replacements
12/19/2022	857847	DOWL	Water	$ 11,425.63	WO 22-01 Water & Sanitary Sewer Main Replacements
12/19/2022	857847	DOWL	Water	$ 26,230.30	WO 23-01 2023 Water and Sewer Main Replacement
12/19/2022	857848	Downtown Billings BID	Downtown BID	$ 226,926.42	BID Assessment; Paid November Distributed December 2022
12/19/2022	857837	D-Tech International	Library	$ 60,268.00	Book Locker #2, anticipated Height's location
12/19/2022	857851	Elcon Corporation	Arterial Streets	$ 13,517.06	WO 19-15 24th Street West & Central Signal Improve
12/19/2022	857853	Energy Laboratories	Wastewater	$ 1,755.00	Word Order B22082343 Yellowstone River W
12/19/2022	857853	Energy Laboratories	Wastewater	$ 2,340.00	Work Order B22082175 Yellowstone River W
12/19/2022	857853	Energy Laboratories	Wastewater	$ 1,016.00	Work Order H22080860 Yellowstone River W
12/19/2022	857853	Energy Laboratories	Water	$ 2,748.00	Work Order B22111384. Analysis
12/19/2022	857855	FarrWest Enviro Supply	Fire Grants	$ 41.00	36501 M9 CHEMICAL AGENT PAPER, PER ROLL
12/19/2022	857855	FarrWest Enviro Supply	Fire Grants	$ 44.50	91312 QUANTOFIX PEROXIDE 100, BOX 100 STRIPS
12/19/2022	857855	FarrWest Enviro Supply	Fire Grants	$ 70.00	91319 QUANTOFIX PEROXIDE 25, BOX 100 STRIPS
12/19/2022	857855	FarrWest Enviro Supply	Fire Grants	$ 73.50	CYANTESMO TEST PAPER, 5 METER REEL
12/19/2022	857855	FarrWest Enviro Supply	Fire Grants	$ 39.51	FTC06 FLOURIDE DETECTION PAPER
12/19/2022	857855	FarrWest Enviro Supply	Fire Grants	$ 18.57	FTC08 M-8 PAPER
12/19/2022	857855	FarrWest Enviro Supply	Fire Grants	$ 176.00	GB1001-01 BIOCHECK 20/20 PROTEIN POWDER TEST KIT
12/19/2022	857855	FarrWest Enviro Supply	Fire Grants	$ 2,732.59	Raw O2 sensor, Hydrogen Cyanide, Chlorine, Hydrogen Sulfide
12/19/2022	857855	FarrWest Enviro Supply	Fire Grants	$ 431.36	PS-5T-Single, Pro strips 5 Agent Biowarfare Threat kit
12/19/2022	857855	FarrWest Enviro Supply	Fire Grants	$ 25.00	SHIPPING: ESTIMATE 14406
12/19/2022	857858	Grainger Parts	Fleet	$ 13.02	9519021670
12/19/2022	857858	Grainger Parts	Public Safety	$ 38.49	9515746783
12/19/2022	857858	Grainger Parts	Street/Traffic	$ 112.42	9512263642
12/19/2022	857858	Grainger Parts	Street/Traffic	$ 49.52	9515746791
12/19/2022	857858	Grainger Parts	Wastewater	$ 85.66	drill bits used for electrical work
12/19/2022	857858	Grainger Parts	Wastewater	$ 7,012.88	Hydronic Unit Heater
12/19/2022	857858	Grainger Parts	Wastewater	$ 7,012.88	hydronic unit heater
12/19/2022	857858	Grainger Parts	Wastewater	$ 1,455.12	replacement heater for WRF electrical SH
12/19/2022	857858	Grainger Parts	Wastewater	$ 241.09	tool used for Vintage Estates Tower Proj
12/19/2022	857858	Grainger Parts	Wastewater	$ 49.32	tools used for Vintage Estates Tower Pro
12/19/2022	857858	Grainger Parts	Water	$ 204.96	aluminum complex grease cart

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/19/2022	857858	Grainger Parts	Water	$ 171.48	cordless inflator hose
12/19/2022	857858	Grainger Parts	Water	$ 88.87	dual head straight chuck inflator gauge
12/19/2022	857858	Grainger Parts	Water	$ 1,380.96	Filter Gallery Lights
12/19/2022	857858	Grainger Parts	Water	$ 77.82	multimeter fuse
12/19/2022	857858	Grainger Parts	Water	$ 7.88	quick connect plug
12/19/2022	857858	Grainger Parts	Water	$ 295.24	Radio Work at Vintage Estates Lift Stati
12/19/2022	857858	Grainger Parts	Water	$ 15.73	safety sign
12/19/2022	857858	Grainger Parts	Water	$ 41.14	Voelker Hour Meters
12/19/2022	857860	Guardian Security	Library	$ 9,064.56	947 November 2022
12/19/2022	857862	Hardrives Const	Gas Tax	$ 54,450.00	2022 Chip Seal Contract 2
12/19/2022	857862	Hardrives Const	Gas Tax	$ 11,430.30	2022 Chip Seal Contract 2
12/19/2022	ACH	HDR	Engineering	$ 1,478.59	WO 20-33 Public Works GIS Services, Payment 34
12/19/2022	ACH	HDR	Light Maint	$ 382.69	WO 20-33 Public Works GIS Services, Payment 34
12/19/2022	ACH	HDR	P.W. Admin	$ 4,222.69	WO 20-33 Public Works GIS Services, Payment 34
12/19/2022	ACH	HDR	Solid Waste	$ 1,722.13	WO 20-33 Public Works GIS Services, Payment 34
12/19/2022	ACH	HDR	Storm Sewer	$ 4,705.41	WO 20-33 Public Works GIS Services, Payment 34
12/19/2022	ACH	HDR	Street/Traffic	$ 5,796.96	WO 20-33 Public Works GIS Services, Payment 34
12/19/2022	ACH	HDR	Wastewater	$ 7,498.77	WO 19-21 WRF Influent Lift Station; Payment 35
12/19/2022	ACH	HDR	Wastewater	$ 6,331.86	WO 20-33 Public Works GIS Services, Payment 34
12/19/2022	ACH	HDR	Wastewater	$ 8,960.16	WO 20-44 WRF Nutrient Recovery Improvements Project
12/19/2022	ACH	HDR	Water	$ 36,294.97	WO 19-12 West End Reservoir; Payment 44
12/19/2022	ACH	HDR	Water	$ 18,847.72	WO 20-33 Public Works GIS Services, Payment 34
12/19/2022	ACH	HDR	Water	$ 2,518.87	WO 22-11 Staples Reservoir Evaluation/Design; Payment 9
12/19/2022	857866	High Point Network	IT Resources	$ 380.00	2 billable hours-w/Deb, discussed collapsing into one firewall
12/19/2022	857866	High Point Network	IT Resources	$ 95.00	Consult with Auras and Deb on drivers and firmware
12/19/2022	857866	High Point Network	IT Resources	$ 1,844.00	Juniper maintenance for 5 switches through 6/17/2024
12/19/2022	857866	High Point Network	IT Resources	$ 380.00	new BOC and MET configurations were working
12/19/2022	857866	High Point Network	IT Resources	$ 4,050.00	Qty. 4 power supplies for the EX4400
12/19/2022	857866	High Point Network	IT Resources	$ (207.81)	Routing on the PA at CH -Billable Time -Deb
12/19/2022	857866	High Point Network	IT Resources	$ 106.99	Routing on the PA at CH -Billable Time -Deb
12/19/2022	857866	High Point Network	IT Resources	$ 142.50	worked with Auras, created new vlan on cemetery switch
12/19/2022	857866	High Point Network	Library	$ 245.00	216124 Firewall monthly service
12/19/2022	857871	Iaff	Payroll Clearing	$ 5,063.88	Payroll Summary
12/19/2022	857874	InfoSend Inc	P.W. Admin	$ 14,469.46	Monthly services 11/01/2022-11/30/2022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/19/2022	857874	InfoSend Inc	P.W. Admin	$ 3,962.76	Monthly services 11/01/2022-11/30/2022
12/19/2022	857875	Ingram Library	Library	$ 2.99	72594874
12/19/2022	857875	Ingram Library	Library	$ 0.04	72594874
12/19/2022	857875	Ingram Library	Library	$ 27.90	72594875
12/19/2022	857875	Ingram Library	Library	$ 0.37	72594875
12/19/2022	857875	Ingram Library	Library	$ 0.46	72594876
12/19/2022	857875	Ingram Library	Library	$ 17.69	72594876
12/19/2022	857875	Ingram Library	Library	$ 12.97	72594876
12/19/2022	857875	Ingram Library	Library	$ 2.13	72594877
12/19/2022	857875	Ingram Library	Library	$ 35.38	72594877
12/19/2022	857875	Ingram Library	Library	$ 16.76	72594877
12/19/2022	857875	Ingram Library	Library	$ 59.30	72594877
12/19/2022	857875	Ingram Library	Library	$ 0.06	72648049
12/19/2022	857875	Ingram Library	Library	$ 34.95	72648049
12/19/2022	857875	Ingram Library	Library	$ 8.97	72648050
12/19/2022	857875	Ingram Library	Library	$ 27.19	72648050
12/19/2022	857875	Ingram Library	Library	$ 0.10	72648050
12/19/2022	857875	Ingram Library	Library	$ 8.97	72648051
12/19/2022	857875	Ingram Library	Library	$ 0.05	72648051
12/19/2022	857875	Ingram Library	Library	$ 8.27	72648051
12/19/2022	857875	Ingram Library	Library	$ 13.78	72648052
12/19/2022	857875	Ingram Library	Library	$ 0.03	72648052
12/19/2022	857875	Ingram Library	Library	$ 196.72	72648053
12/19/2022	857875	Ingram Library	Library	$ 38.95	72648053
12/19/2022	857875	Ingram Library	Library	$ 213.68	72648053
12/19/2022	857875	Ingram Library	Library	$ 2.13	72648053
12/19/2022	857875	Ingram Library	Library	$ 161.48	72648053
12/19/2022	857875	Ingram Library	Library	$ 0.15	72648054
12/19/2022	857875	Ingram Library	Library	$ 80.02	72648054
12/19/2022	857875	Ingram Library	Library	$ 10.80	72648055
12/19/2022	857875	Ingram Library	Library	$ 0.04	72648055
12/19/2022	857875	Ingram Library	Library	$ 120.32	72648057
12/19/2022	857875	Ingram Library	Library	$ 0.42	72648057
12/19/2022	857875	Ingram Library	Library	$ 9.59	72733304

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/19/2022	857875	Ingram Library	Library	$ 0.01	72733304
12/19/2022	857875	Ingram Library	Library	$ 17.70	72733305
12/19/2022	857875	Ingram Library	Library	$ 0.02	72733305
12/19/2022	857875	Ingram Library	Library	$ 11.77	72733306
12/19/2022	857875	Ingram Library	Library	$ 0.02	72733306
12/19/2022	857875	Ingram Library	Library	$ 11.20	72733307
12/19/2022	857875	Ingram Library	Library	$ 0.01	72733307
12/19/2022	857875	Ingram Library	Library	$ 620.56	72733308
12/19/2022	857875	Ingram Library	Library	$ 885.49	72733308
12/19/2022	857875	Ingram Library	Library	$ 49.36	72733308
12/19/2022	857875	Ingram Library	Library	$ 485.35	72733308
12/19/2022	857875	Ingram Library	Library	$ 2.84	72733308
12/19/2022	857875	Ingram Library	Library	$ 64.51	72733308
12/19/2022	857875	Ingram Library	Library	$ 78.00	72733309
12/19/2022	857875	Ingram Library	Property Ins	$ 3.61	72648056
12/19/2022	857878	Jacobs Eng Group	Gas Tax	$ 25.70	Asset Management Program Project; Payment 31
12/19/2022	857878	Jacobs Eng Group	Light Maint	$ 25.70	Asset Management Program Project; Payment 31
12/19/2022	857878	Jacobs Eng Group	Solid Waste	$ 37,906.00	Landfill Gas Emissions Compliance, Professional Services
12/19/2022	857878	Jacobs Eng Group	Storm Sewer	$ 61.85	Asset Management Program Project; Payment 31
12/19/2022	857878	Jacobs Eng Group	Street/Traffic	$ 96.11	Asset Management Program Project; Payment 31
12/19/2022	857878	Jacobs Eng Group	Wastewater	$ 210.23	Asset Management Program Project; Payment 31
12/19/2022	857878	Jacobs Eng Group	Water	$ 210.23	Asset Management Program Project; Payment 31
12/19/2022	857879	Jares Fence	Park Dist 1	$ 3,273.00	centennial fence repairs - 36697
12/19/2022	857884	Junkermier,Clark,Campanella,Stevens	General	$ 25,000.00	FY22 Audit Services; Progress Billings - Invoice 870520
12/19/2022	857885	Jwc Environmental	Water	$ 22,940.00	CUTTER STACK 30004T-1200- - DI. MDL 30004T1206
12/19/2022	857888	Knife River	Street/Traffic	$ 620.92	1 1/2" crushed base
12/19/2022	857888	Knife River	Tax Incrmnt S	$ 164,545.55	Retainage Release
12/19/2022	857890	L N Curtis & Sons	Public Safety	$ 850.43	BOOTS, STRUCTURE, SUPRALITE ARCTIC GRIP WIDE CALF
12/19/2022	857890	L N Curtis & Sons	Public Safety	$ 3,807.00	CAIRNS TRADITIONAL HELMETS (BLACK, WHITE OR RED)
12/19/2022	857890	L N Curtis & Sons	Public Safety	$ 135.66	ESTIMATED SHIPPING
12/19/2022	857890	L N Curtis & Sons	Public Safety	$ 12.28	ESTIMATED SHIPPING
12/19/2022	857891	Less	Public Safety	$ 9,500.00	Secure Warrant annual subscription
12/19/2022	857909	MFPE	Payroll Clearing	$ 2,672.50	Payroll Summary
12/19/2022	857911	Morrison Maierle	Wastewater	$ 5,025.00	WO 20-01 Water/Sewer Replacement Project

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/19/2022	857911	Morrison Maierle	Wastewater	$ 55,167.81	WO 23-01 2023 Water/Sewer Replacement
12/19/2022	857911	Morrison Maierle	Water	$ 7,397.00	WO 21-01 Water/Sewer Replacement Project Pioneer Park
12/19/2022	857913	MPPA	Payroll Clearing	$ 3,811.08	Payroll Summary
12/19/2022	857906	MT CSED	Payroll Clearing	$ 4,595.21	Payroll Summary
12/19/2022	857907	MT Dakota Utilities	EOC 911	$ 75.04	0829398378-2 911 CENTER STANDBY GENERATOR, FY2023
12/19/2022	857907	MT Dakota Utilities	General	$ 224.70	112 138 9381 8
12/19/2022	857907	MT Dakota Utilities	General	$ 319.65	703 760 1000 8
12/19/2022	857907	MT Dakota Utilities	General	$ 75.52	879 660 1000 8
12/19/2022	857907	MT Dakota Utilities	Public Safety	$ 888.74	668 670 1000 2
12/19/2022	857907	MT Dakota Utilities	Public Safety	$ 711.62	672 860 1000 3
12/19/2022	857907	MT Dakota Utilities	Public Safety	$ 25.13	930 442 2308 4
12/19/2022	857907	MT Dakota Utilities	Water	$ 370.25	162 660 1000 4
12/19/2022	857910	MT State Firemen	Payroll Clearing	$ 4,643.58	Payroll Summary
12/19/2022	857912	Mt West Holding	Street/Traffic	$ 4,375.00	guardrail repair shiloh & monad
12/19/2022	857918	NorthWestern Energy	Airport	$ 6.00	0712805-1. IP-10 November 2022
12/19/2022	857918	NorthWestern Energy	General	$ 41.94	0712387-0
12/19/2022	857918	NorthWestern Energy	General	$ 126.13	0712536-2
12/19/2022	857918	NorthWestern Energy	General	$ 58.76	0720818-4
12/19/2022	857918	NorthWestern Energy	General	$ 318.03	0720821-8
12/19/2022	857918	NorthWestern Energy	Park Dist 1	$ 11.56	1836666-6
12/19/2022	857918	NorthWestern Energy	Public Safety	$ 862.26	0871546-8
12/19/2022	857918	NorthWestern Energy	Street/Traffic	$ 0.41	1740357-7
12/19/2022	857918	NorthWestern Energy	Street/Traffic	$ 0.69	1748896-6
12/19/2022	857918	NorthWestern Energy	Transit	$ 2,468.23	0100476-8. MET Monad Rd. December 2022
12/19/2022	857918	NorthWestern Energy	Transit	$ 511.99	0719225-5
12/19/2022	857918	NorthWestern Energy	Wastewater	$ 232.47	389 62nd St Life Rentrance 11/2022
12/19/2022	857918	NorthWestern Energy	Water	$ 152.36	1142253-2
12/19/2022	857918	NorthWestern Energy	Water	$ 2,830.80	5809 Canyonwoods Dr 11/2022
12/19/2022	857918	NorthWestern Energy	Water	$ 370.18	805 Constitution Ave 11/2022
12/19/2022	857927	Petty Cash CCSIU	PD Program	$ 16,987.74	Reimbursement of PE/PI money. Receipts on file at BPD.
12/19/2022	857929	Polydyne Inc	Wastewater	$ 58,080.00	Clarifloc
12/19/2022	857930	Praetorian Digital, PoliceOne	Public Safety	$ 9,515.00	PoliceOne Academy annual subscription
12/19/2022	ACH	Rexel USA	Wastewater	$ 234.31	AFT Unit Heater Installation Project Sup
12/19/2022	ACH	Rexel USA	Wastewater	$ 200.12	Collar Strap, for AFT grounding project

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/19/2022	ACH	Rexel USA	Wastewater	$ 82.73	Crimping Tool
12/19/2022	ACH	Rexel USA	Wastewater	$ 44.11	devicenet replacement project supplies.
12/19/2022	ACH	Rexel USA	Wastewater	$ 23.37	electrical flex connections
12/19/2022	ACH	Rexel USA	Wastewater	$ 184.00	emergency lighting
12/19/2022	ACH	Rexel USA	Wastewater	$ 199.72	headworks cable tray for WRF
12/19/2022	ACH	Rexel USA	Wastewater	$ 122.54	supplies for AFT HMI Installation
12/19/2022	ACH	Rexel USA	Wastewater	$ 33.49	WRF electrical labels
12/19/2022	ACH	Rexel USA	Water	$ 1,369.65	Willett VFD Replacement supplies
12/19/2022	ACH	Rexel USA	Water	$ 1,950.02	WTP Strobe project supplies.
12/19/2022	857937	Riverstone Health	General	$ 12,645.00	Health Fees 2nd Half of FY2022 - January to June 2022
12/19/2022	857941	Routeware Inc	Solid Waste	$ 20,457.54	Q1 2023 Routeware Control Center Support fees
12/19/2022	857945	SAVECO North America	Wastewater	$ 9,475.43	Head Works Screen Parts
12/19/2022	857952	Spencer Fluid Power	Storm Sewer	$ 4,739.45	service call flood gate hyd system at city county drain
12/19/2022	857954	Swank Enterprises	Solid Waste	$ 86,393.96	WO 22-37 Landfill Drop-Off Building Repairs
12/19/2022	857956	Tacoma Screw	Fleet	$ 2.87	270062215
12/19/2022	857956	Tacoma Screw	Fleet	$ 29.26	270062215
12/19/2022	857956	Tacoma Screw	Fleet	$ 13.55	270064939
12/19/2022	857956	Tacoma Screw	Fleet	$ 7.54	270062215-00
12/19/2022	857956	Tacoma Screw	Fleet	$ 38.27	270062215-00
12/19/2022	857956	Tacoma Screw	Fleet	$ 17.91	270063558-00
12/19/2022	857956	Tacoma Screw	Fleet	$ 14.28	270063558-00
12/19/2022	857956	Tacoma Screw	Fleet	$ 13.64	270063558-00
12/19/2022	857956	Tacoma Screw	Fleet	$ 14.70	270063558-00
12/19/2022	857956	Tacoma Screw	Fleet	$ 80.46	270063558-00
12/19/2022	857956	Tacoma Screw	Fleet	$ 70.41	270063558-00
12/19/2022	857956	Tacoma Screw	Fleet	$ 16.96	270063558-00
12/19/2022	857956	Tacoma Screw	Fleet	$ 1.51	270063558-00
12/19/2022	857956	Tacoma Screw	Fleet	$ 55.90	270063558-01
12/19/2022	857956	Tacoma Screw	Fleet	$ 6.90	270064939-00
12/19/2022	857956	Tacoma Screw	Fleet	$ 5.85	270064939-00
12/19/2022	857956	Tacoma Screw	Fleet	$ 121.78	270064939-00
12/19/2022	857956	Tacoma Screw	Fleet	$ 46.35	270065390-00
12/19/2022	857956	Tacoma Screw	Fleet	$ 25.28	270065390-00
12/19/2022	857956	Tacoma Screw	Public Safety	$ 17.61	270063558

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/19/2022	857956	Tacoma Screw	Public Safety	$ 24.63	270064939
12/19/2022	857956	Tacoma Screw	Public Safety	$ 32.66	270065390
12/19/2022	857956	Tacoma Screw	Solid Waste	$ 26.60	270062215
12/19/2022	857956	Tacoma Screw	Solid Waste	$ 10.95	270063558
12/19/2022	857956	Tacoma Screw	Solid Waste	$ 20.61	270063558
12/19/2022	857956	Tacoma Screw	Solid Waste	$ 29.88	270064939
12/19/2022	857956	Tacoma Screw	Street/Traffic	$ 26.60	270062215
12/19/2022	857956	Tacoma Screw	Street/Traffic	$ 8.81	270063558
12/19/2022	857956	Tacoma Screw	Street/Traffic	$ 37.63	bolts/screws/storage bin
12/19/2022	857956	Tacoma Screw	Street/Traffic	$ 41.53	pliers
12/19/2022	857956	Tacoma Screw	Street/Traffic	$ 28.63	wrench
12/19/2022	857956	Tacoma Screw	Street/Traffic	$ 36.94	cotter pins/link for unit 1233
12/19/2022	857956	Tacoma Screw	Street/Traffic	$ 35.89	tailgate chain for unit 1158
12/19/2022	857956	Tacoma Screw	Street/Traffic	$ 59.62	turnbuckle/penetrating oil/cut off wheels
12/19/2022	857956	Tacoma Screw	Street/Traffic	$ 251.76	drill/tape measure/drill bit
12/19/2022	857956	Tacoma Screw	Wastewater	$ 39.62	Electrical supplies for WRF camera proj
12/19/2022	857956	Tacoma Screw	Wastewater	$ 23.02	flat washers, WRF electrical stock
12/19/2022	857956	Tacoma Screw	Wastewater	$ 55.26	Threaded rod, Headworks DeviceNet remova
12/19/2022	857956	Tacoma Screw	Wastewater	$ 23.49	WRF electrical Stock Hardware
12/19/2022	857956	Tacoma Screw	Wastewater	$ 613.95	WRF Electrical Supply Stock
12/19/2022	857956	Tacoma Screw	Water	$ 271.75	hardware used on radio upgrade project
12/19/2022	857956	Tacoma Screw	Water	$ 579.23	T-SHIRT WIPING RAGS 25LB - RAGS TSP# 586-101
12/19/2022	857957	Teleflex LLC	Public Safety	$ 550.00	9001-VC-005, EZ-IO 25mm NEEDLES
12/19/2022	857957	Teleflex LLC	Public Safety	$ 550.00	90189-VC-005, EZ-IO 15mm NEEDLES
12/19/2022	857957	Teleflex LLC	Public Safety	$ 750.00	9058 EZ-IO POWER DRIVER
12/19/2022	857957	Teleflex LLC	Public Safety	$ 1,100.00	9079-VC-005, EZ-IO 45mm NEEDLES
12/19/2022	857957	Teleflex LLC	Public Safety	$ -	QUOTE 0315660: EZ IO DRIVER & NEEDLES
12/19/2022	857959	Tetra Tech	Public Safety	$ 3,572.00	FIRE 8: ASBESTOS & RADON INSPECTION & ASSESSMENT
12/19/2022	857959	Tetra Tech	Public Safety	$ 1,331.00	FIRE 6 ASBESTOS & RADON INSPECTIONS
12/19/2022	857960	Thomas Madden	Sidewalk Const	$ 6,050.63	Refund Thomas Madden Tax Code A09016, 81
12/19/2022	ACH	Town & Co Supply	Airport	$ 10,078.38	Invoice #432380. Dyed # 1 Operations
12/19/2022	ACH	Town & Co Supply	Airport	$ 21,418.92	Invoice #432528. QTA Car Rental Fuel
12/19/2022	ACH	Town & Co Supply	Transit	$ 5,714.39	431340. Dyed #1 Diesel
12/19/2022	ACH	Town & Co Supply	Transit	$ 11,901.43	431340. Dyed #2 Diesel

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/19/2022	857965	Tru Pipe	Storm Sewer	$ 13,126.19	WO2225 CCTV City Storm Drain Contract
12/19/2022	857968	Uniforms2gear	PD Program	$ 9,157.56	Ballistic Vests. 2021 JAG Grant.
12/19/2022	857968	Uniforms2gear	PD Program	$ 1,792.56	Ballistic Vests. 2022 JAG Grant.
12/19/2022	857976	Verizon Wireless	Airport	$ 51.55	Airport
12/19/2022	857976	Verizon Wireless	Engineering	$ 27.32	PW-Engineering
12/19/2022	857976	Verizon Wireless	Fleet	$ 106.57	Motor Pool
12/19/2022	857976	Verizon Wireless	General	$ 173.55	City Administrator
12/19/2022	857976	Verizon Wireless	General	$ 40.01	Tina Hoeger Laptop
12/19/2022	857976	Verizon Wireless	General	$ 27.32	Victoria Hill -Laptop
12/19/2022	857976	Verizon Wireless	Park Dist 1	$ 52.27	PRPL-PARKS
12/19/2022	857976	Verizon Wireless	Parking	$ 52.30	PRKING Enforcement
12/19/2022	857976	Verizon Wireless	PD Program	$ 497.28	CCSIU Cell/PTT
12/19/2022	857976	Verizon Wireless	PD Program	$ 80.02	CCSIU RAVEN
12/19/2022	857976	Verizon Wireless	Phone System	$ 52.07	Test Cradle Point -IT
12/19/2022	857976	Verizon Wireless	Public Safety	$ 268.32	Fire MDT
12/19/2022	857976	Verizon Wireless	Public Safety	$ 520.15	MDT Toughbooks
12/19/2022	857976	Verizon Wireless	Public Safety	$ 73.32	MDT Toughbooks
12/19/2022	857976	Verizon Wireless	Public Safety	$ 80.02	Police iPads
12/19/2022	857976	Verizon Wireless	Public Safety	$ 10.02	Police MiFi
12/19/2022	857976	Verizon Wireless	Solid Waste	$ -	PW Dozer Trimble Dozer
12/19/2022	857976	Verizon Wireless	Solid Waste	$ 109.28	PW-Solid Waste
12/19/2022	857976	Verizon Wireless	Solid Waste	$ 206.92	PW-SW-ON CALL Solid Waste On Call
12/19/2022	857976	Verizon Wireless	Solid Waste	$ 23.73	PW-SW-ON CALL Solid Waste On Call
12/19/2022	857976	Verizon Wireless	Solid Waste	$ 524.52	Solid Waste Tablets -Routware
12/19/2022	857976	Verizon Wireless	Street/Traffic	$ 174.67	PW-Streets iPads
12/19/2022	857976	Verizon Wireless	Street/Traffic	$ -	PW-Streets City Works
12/19/2022	857976	Verizon Wireless	Street/Traffic	$ 195.08	PW-STRT TRFC Streets
12/19/2022	857976	Verizon Wireless	Transit	$ 309.02	MET AVL
12/19/2022	857976	Verizon Wireless	Transit	$ 2,090.54	MET Max Transit
12/19/2022	857976	Verizon Wireless	Wastewater	$ 400.10	MET Tablets
12/19/2022	857976	Verizon Wireless	Water	$ 27.32	PW Belknap Meter Shop
12/19/2022	857976	Verizon Wireless	Water	$ 27.32	PWBLKNP Water Treatment
12/19/2022	857976	Verizon Wireless	Water	$ 40.01	PWBLNP Comm-Meter CityWorks/Neptune
12/19/2022	857976	Verizon Wireless	Water	$ 94.67	PWBLNP Comm-Meter CityWorks/Neptune

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/19/2022	857981	W Municipal Const	Wastewater	$ 197,830.24	Retainage Release
12/19/2022	ACH	Wastequip	Solid Waste	$ 25,758.36	Commercial Front-Load Containers
12/19/2022	ACH	Wastequip	Solid Waste	$ 75,361.08	Commercial Front-Load Containers
12/19/2022	ACH	Wastequip	Solid Waste	$ 2,778.00	Commercial Front-Load Containers
12/19/2022	ACH	Wastequip	Solid Waste	$ 8,334.00	Commercial Front-Load Containers
12/19/2022	ACH	Wastequip	Solid Waste	$ 20,702.36	Commercial Front-Load Containers
12/19/2022	857982	Wilson Bros Const	Water	$ 142,857.67	retainage release
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 248.20	Herbicide and Labor for noxious weed control-6599
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 199.25	Herbicide and Labor for noxious weed control-6600
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 247.75	Herbicide and Labor for noxious weed control-6601
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 417.11	Herbicide and Labor for noxious weed control-6612
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 151.17	Herbicide and Labor for noxious weed control-6614
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 177.16	Herbicide and Labor for noxious weed control-6615
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 114.25	Herbicide and Labor for noxious weed control-6649
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 366.27	Herbicide and Labor for noxious weed control-6802
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 139.88	Herbicide and Labor for noxious weed control-6803
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 224.13	Herbicide and Labor for noxious weed control-6805
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 244.13	Herbicide and Labor for noxious weed control-6807
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 1,088.42	Herbicide and Labor for noxious weed control-Riverfront
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 328.12	Herbicide and Labor for noxious weed control-Riverfront
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 704.26	Herbicide and Labor for noxious weed control-Riverfront
12/19/2022	857983	Ylwstn Co Weed Dist	Park Dist 1	$ 170.60	Herbicide and Labor for noxious weed control-Riverfront
12/19/2022	857985	Zoll Medical Corp	Fire Grants	$ 21,550.20	8700-0730-01, AUTO PULSE SYSTEM WITH PASS THRU
12/19/2022	857985	Zoll Medical Corp	Fire Grants	$ 2,425.50	8700-0752-01 AUTO PULSE LI-ION BATTERIES
12/19/2022	857985	Zoll Medical Corp	Fire Grants	$ 2,249.10	8700-0753-01 AUTO PULSE SURE P OWER CHARGER
12/19/2022	857985	Zoll Medical Corp	Fire Grants	$ 485.10	88700-000850-40 AUTO PULSE QUICK CASE, BLUE

City Council Regular

Date:	01/23/2023
Title:	Payment of Claims for week of December 27, 2022
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $1,875,453.77 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 12272022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/27/2022	857988	Advanced Employment	Solid Waste	$ 235.63	Contract Labor. Landfill.
12/27/2022	857988	Advanced Employment	Solid Waste	$ 2,469.36	Contract labor. Landfill.
12/27/2022	857990	Alliance for HOPE	PD Program	$ 15,250.00	2-day virtual strangulation training
12/27/2022	857997	Armscor Cartridge	Public Safety	$ 20,232.00	Armscor 16143, 380, 9 223, 6.5, 308
12/27/2022	857998	Askin Const	Water	$262,784.15	WO 22-01 Water and Sewer Main Replacement
12/27/2022	857999	AT & T Corp	Airport	$ 772.08	Airport -
12/27/2022	857999	AT & T Corp	Airport	$ 20.42	MET Transit Tablets
12/27/2022	857999	AT & T Corp	Building	$ 45.11	Facilities Managers
12/27/2022	857999	AT & T Corp	Building	$ 512.16	PW-Building Cell Phones
12/27/2022	857999	AT & T Corp	Building	$ 386.10	PW-Building Surfaces
12/27/2022	857999	AT & T Corp	CDBG	$ 145.44	Comm Dev
12/27/2022	857999	AT & T Corp	Court Grants	$ 166.03	Muni Court DC
12/27/2022	857999	AT & T Corp	Engineering	$ 283.56	Engineering Tablets
12/27/2022	857999	AT & T Corp	Engineering	$ 204.68	PW-Engineering Cell Phones and MiFi
12/27/2022	857999	AT & T Corp	Facilities	$ 94.75	Facilities BOC
12/27/2022	857999	AT & T Corp	Facilities	$ 31.67	Facilities BOC
12/27/2022	857999	AT & T Corp	Facilities	$ 95.01	Facilities BOC
12/27/2022	857999	AT & T Corp	Facilities	$ 85.73	Facilities City Hall
12/27/2022	857999	AT & T Corp	Facilities	$ 160.20	Facilities Managers
12/27/2022	857999	AT & T Corp	General	$ 95.54	City Attorney -Legal
12/27/2022	857999	AT & T Corp	General	$ 528.80	Code Enforcement
12/27/2022	857999	AT & T Corp	General	$ (200.00)	Code Enforcement
12/27/2022	857999	AT & T Corp	General	$ 45.12	Human Resources
12/27/2022	857999	AT & T Corp	General	$ (200.00)	Human Resources
12/27/2022	857999	AT & T Corp	General	$ 135.62	Legal Dept -Domestic Violence
12/27/2022	857999	AT & T Corp	General	$ 247.93	PRPL - Recreation Division
12/27/2022	857999	AT & T Corp	General	$ 86.45	REC Seasonal
12/27/2022	857999	AT & T Corp	General	$ 104.52	Rec Tablets
12/27/2022	857999	AT & T Corp	IT Resources	$ 23.27	IT Department -On call Phone
12/27/2022	857999	AT & T Corp	IT Resources	$ 50.16	IT Department -On call Phone
12/27/2022	857999	AT & T Corp	Library	$ 221.71	Library
12/27/2022	857999	AT & T Corp	Library	$ 107.11	Library Out Reach
12/27/2022	857999	AT & T Corp	P.W. Admin	$ 38.86	PWBLKNP OFFICE -60/40
12/27/2022	857999	AT & T Corp	P.W. Admin	$ 25.91	PWBLKNP OFFICE -60/40

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/27/2022	857999	AT & T Corp	Park Dist 1	$ 545.27	Parks Dept.
12/27/2022	857999	AT & T Corp	Park Dist 1	$ 452.92	PRPL Parks Tablets
12/27/2022	857999	AT & T Corp	Park Dist 1	$ 235.54	PRPL Parks Tablets
12/27/2022	857999	AT & T Corp	Parking	$ 77.63	Parking Division Meter Maintenance
12/27/2022	857999	AT & T Corp	Parking	$ 225.60	Parking Phones and scanner
12/27/2022	857999	AT & T Corp	Parking	$ 225.60	Parking Phones and scanner
12/27/2022	857999	AT & T Corp	PD Program	$ 160.56	CCSIU Toughbook
12/27/2022	857999	AT & T Corp	PD Program	$ 45.38	Domestic Violence
12/27/2022	857999	AT & T Corp	Phone System	$ 65.02	IT iPads
12/27/2022	857999	AT & T Corp	Phone System	$ 3.46	Metro Cell Account
12/27/2022	857999	AT & T Corp	Phone System	$ 67.45	TeleComm Manager
12/27/2022	857999	AT & T Corp	Planning	$ 62.41	PLANNING
12/27/2022	857999	AT & T Corp	Public Safety	$ 272.02	Animal Control Cell Phones
12/27/2022	857999	AT & T Corp	Public Safety	$ 240.84	Animal Control -MDT
12/27/2022	857999	AT & T Corp	Public Safety	$ 288.01	Comm. Center 9-1-1
12/27/2022	857999	AT & T Corp	Public Safety	$ 40.14	Detective Chartier -Toughbook
12/27/2022	857999	AT & T Corp	Public Safety	$ 1,243.27	Fire Department Cell Phones
12/27/2022	857999	AT & T Corp	Public Safety	$ 50.16	Fire Department Cell Phones
12/27/2022	857999	AT & T Corp	Public Safety	$ 799.46	Fire iPads -Assistant chiefs new iPads
12/27/2022	857999	AT & T Corp	Public Safety	$ 617.78	Fire iPads -Assistant chiefs new iPads
12/27/2022	857999	AT & T Corp	Public Safety	$ 40.14	Fire iPads -Assistant chiefs new iPads
12/27/2022	857999	AT & T Corp	Public Safety	$ 214.34	Fire iPads -Assistant chiefs new iPads
12/27/2022	857999	AT & T Corp	Public Safety	$ 85.52	ICAC
12/27/2022	857999	AT & T Corp	Public Safety	$ 1,375.54	MDT Fire
12/27/2022	857999	AT & T Corp	Public Safety	$ 3,576.42	Police Department Cell Phone
12/27/2022	857999	AT & T Corp	Public Safety	$ 321.12	Police MDT Toughbooks and Loaner MDT's
12/27/2022	857999	AT & T Corp	Public Safety	$ 3,789.10	Police MDT Toughbooks and Loaner MDT's
12/27/2022	857999	AT & T Corp	Public Safety	$ 272.06	Police -Resource Officers
12/27/2022	857999	AT & T Corp	Public Safety	$ 287.20	Yellowstone County Cellular Charges -Three cradlepoints -Fire Dept
12/27/2022	857999	AT & T Corp	Solid Waste	$ (300.00)	SOLID WASTE SUPERINTENDANT
12/27/2022	857999	AT & T Corp	Solid Waste	$ 59.28	SOLID WASTE SUPERINTENDANT
12/27/2022	857999	AT & T Corp	Street/Traffic	$ 372.55	School Flashers
12/27/2022	857999	AT & T Corp	Street/Traffic	$ 43.34	Street Traffic iPads
12/27/2022	857999	AT & T Corp	Street/Traffic	$ 726.16	Street Traffic iPads

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/27/2022	857999	AT & T Corp	Transit	$ (250.35)	MET Supervisor Cell Phones
12/27/2022	857999	AT & T Corp	Transit	$ 10.10	MET Supervisor Cell Phones
12/27/2022	857999	AT & T Corp	Transit	$ 141.33	MET Supervisor Cell Phones
12/27/2022	857999	AT & T Corp	Transit	$ 50.07	MET Supervisor Cell Phones
12/27/2022	857999	AT & T Corp	Transit	$ 40.07	MET Supervisor Cell Phones
12/27/2022	857999	AT & T Corp	Transit	$ 50.07	MET Supervisor Cell Phones
12/27/2022	857999	AT & T Corp	Transit	$ 250.35	MET Supervisor Cell Phones
12/27/2022	857999	AT & T Corp	Transit	$ 445.02	MET Transit Tablets
12/27/2022	857999	AT & T Corp	Transit	$ 645.35	MET Transit Tablets
12/27/2022	857999	AT & T Corp	Transit	$ 20.42	MET Transit Tablets
12/27/2022	857999	AT & T Corp	Wastewater	$ 180.48	PW Environmental
12/27/2022	857999	AT & T Corp	Wastewater	$ 310.23	PWBELKNAP-DIST COLL CELL PHONES 60/40
12/27/2022	857999	AT & T Corp	Wastewater	$ 474.00	PWBLKNP Electricians -Phones
12/27/2022	857999	AT & T Corp	Wastewater	$ 27.54	PWBLKNP STORES -75/25
12/27/2022	857999	AT & T Corp	Wastewater	$ 906.96	PWBLNP-WWTRMNT1 Wastewater Treatment Plant
12/27/2022	857999	AT & T Corp	Wastewater	$ 293.18	PW-Distribution Collection Tablets 60/40
12/27/2022	857999	AT & T Corp	Wastewater	$ 69.68	PW-Environmental
12/27/2022	857999	AT & T Corp	Water	$ 465.34	PWBELKNAP-DIST COLL CELL PHONES 60/40
12/27/2022	857999	AT & T Corp	Water	$ 1,088.18	PWBELKNAP-WT Water Treatment
12/27/2022	857999	AT & T Corp	Water	$ 475.75	PWBLKNP COMM-METER CityWorks/Neptune
12/27/2022	857999	AT & T Corp	Water	$ 376.17	PWBLKNP MTRSHOP CELL PHONE AND IPADS
12/27/2022	857999	AT & T Corp	Water	$ 201.85	PWBLKNP MTRSHOP CELL PHONE AND IPADS
12/27/2022	857999	AT & T Corp	Water	$ 82.61	PWBLKNP STORES -75/25
12/27/2022	857999	AT & T Corp	Water	$ 439.78	PW-Distribution Collection Tablets 60/40
12/27/2022	857999	AT & T Corp	Water	$ 40.14	PW-Metershop
12/27/2022	858004	Blgs Industrial Revitalize Dist	Tax Incrmnt E	$ 34,987.00	FY2023 EBURD Annual Operating Agreement
12/27/2022	ACH	Border States	Wastewater	$ 707.10	Bioreactor Parts
12/27/2022	ACH	Border States	Wastewater	$ 13.19	galv Nipple
12/27/2022	ACH	Border States	Wastewater	$ 76.76	supplies for Headworks DeviceNet Removal
12/27/2022	ACH	Border States	Wastewater	$ 138.22	W/C #1 Overloads.
12/27/2022	ACH	Border States	Wastewater	$ 724.08	Wire for secondary Clarifier scum beach
12/27/2022	ACH	Border States	Water	$ 2,519.49	allen bradley starter
12/27/2022	ACH	Border States	Water	$ 264.72	curcuit breaker
12/27/2022	ACH	Border States	Water	$ 1,284.84	H1 standardization project. Pilot Light

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/27/2022	ACH	Border States	Water	$ 214.14	High Service Motors
12/27/2022	ACH	Border States	Water	$ 1,713.12	High Service Motors, Pilot Light
12/27/2022	ACH	Border States	Water	$ 632.81	High Service Motors/Parts
12/27/2022	ACH	Border States	Water	$ 158.34	Waldo - Staples fiber pull supplies
12/27/2022	ACH	Border States	Water	$ 234.04	water electrical conduit supplies
12/27/2022	ACH	Burns & McDonnell Eng	Water	$118,423.97	WO 19-42 West End Water Treatment Plant Project
12/27/2022	858010	Business Tax Section	Park Dist 1	$ 296.60	WO 22-08 Central Park Tennis Court replacement
12/27/2022	858010	Business Tax Section	Solid Waste	$ 70.00	Retainage Release
12/27/2022	858010	Business Tax Section	Storm Sewer	$ 92.78	Retainage Release
12/27/2022	858010	Business Tax Section	Storm Sewer	$ 27.42	Retainage Release
12/27/2022	858010	Business Tax Section	Storm Sewer	$ 57.66	Retainage Release
12/27/2022	858010	Business Tax Section	Tax Incrmnt S	$ 72.33	Retainage Releaase 3 F
12/27/2022	858010	Business Tax Section	Water	$ 32.66	Retainage Releaase 3 F
12/27/2022	858010	Business Tax Section	Water	$ 2,654.39	WO 22-01 Water and Sewer Main Replacement
12/27/2022	858017	Civicplus	Library	$ 4,437.13	244729 Subsite Annual fee - hosting and support 12/22-11/23
12/27/2022	858021	Dakota Supply Group	Water	$ 218.46	1" COUPLING CTS X FLARE
12/27/2022	858021	Dakota Supply Group	Water	$ 60.66	1" X 100' POLY PIPE - SDR9 CTS 250#
12/27/2022	858021	Dakota Supply Group	Water	$ 31.92	1/2" BRASS PLUG
12/27/2022	858021	Dakota Supply Group	Water	$ 1,224.18	12" X 30" SH CI-FC REPAIR CLAMP - F1-1350 X 30-SH
12/27/2022	858021	Dakota Supply Group	Water	$ 1,489.40	24" X 15" MJ SLEEVE P/N: 333-085-00100
12/27/2022	858021	Dakota Supply Group	Water	$ 530.98	3/4" COUPLING CTS X FLARE
12/27/2022	858021	Dakota Supply Group	Water	$ 8,192.00	3/4" METER LOOPS AKA YOKE
12/27/2022	858021	Dakota Supply Group	Water	$ 5,931.80	3/4" METER LOOPS AKA YOKE
12/27/2022	858021	Dakota Supply Group	Water	$ 1,703.96	6" X 30" CI-FC REPAIR CLAMP
12/27/2022	858021	Dakota Supply Group	Water	$ 1,384.00	8" X 15" CI-FC REPAIR CLAMP
12/27/2022	858021	Dakota Supply Group	Water	$ 709.46	CURB BOX 3/4" - 1 - 1/2" TAP - 7' BURY
12/27/2022	858021	Dakota Supply Group	Water	$ 19.00	RED PAINT IND URE ALKYD SF - RED
12/27/2022	858021	Dakota Supply Group	Water	$ 192.84	rounding tool for water service repairs
12/27/2022	858023	Dept Natural Resources	Airport	$ 30,350.00	Bill Date 3/1/22 & 11/10/22. State Land Lease FY22 & FY23
12/27/2022	858024	Desert Mt Corp	Street/Traffic	$ 5,210.62	ice slicer
12/27/2022	858026	Downtown Blgs Partners	Tax Incrmnt N27	$ 23,286.75	Annual DBP Operating Agreement FY2023
12/27/2022	858029	Empire Garage Owners	Parking	$ 8,699.59	City of Billings December Assessment
12/27/2022	858033	FarrWest Enviro Supply	Fire Grants	$ 4,208.00	DETECTORS W/SIPM'S FOR GAMMA RQADIATION.
12/27/2022	858036	Good Earth Works	Park Dist 1	$ 29,363.40	WO 22-08 Central Park Tennis Court replacement

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/27/2022	ACH	HDR	Solid Waste	$ 3,747.71	WO 22-37 Landfill Drop-off Bldg Repairs
12/27/2022	ACH	HDR	Water	$ 3,629.71	REtainage Release
12/27/2022	ACH	HDR	Water	$ 6,783.16	WO 23-19 High Service Pump Station Piping Modifications
12/27/2022	858048	Hose & Rubber Supply	Street/Traffic	$ 49.33	repair parts for beadbox in 1127
12/27/2022	858048	Hose & Rubber Supply	Wastewater	$ 63.26	air hose supplies/sewer
12/27/2022	858048	Hose & Rubber Supply	Wastewater	$ 5,709.94	HOSES. BUILDING/EQUIPMENT MAINTENANCE
12/27/2022	858055	Joe Johnson Equipt	Street/Traffic	$ 3,750.00	bristles for sweepers
12/27/2022	858055	Joe Johnson Equipt	Street/Traffic	$ 49.90	P00474
12/27/2022	858055	Joe Johnson Equipt	Wastewater	$ 638.83	P00481
01/01/2023	858149	Johnson	Walk Debt	$ 7,500.00	Bond Payments January 1, 2023
12/27/2022	858060	KLE Const	Tax Incrmnt S	$ 7,160.88	Retainage Relase 3 F
12/27/2022	858060	KLE Const	Water	$ 3,233.51	Retainage Relase 3 F
12/27/2022	858061	Klimate Heating, Cooling	Wastewater	$ 13,065.03	Buy & Install Air Conditioning & Heating In Solids Process BLDG
12/27/2022	858063	Knife River	Storm Sewer	$ 2,714.43	Retainage Release
12/27/2022	858063	Knife River	Street/Traffic	$ 5,953.78	sand/salt material
12/27/2022	858063	Knife River	Street/Traffic	$ 8,617.18	sand/salt material
12/27/2022	858063	Knife River	Street/Traffic	$ 4,229.47	sand/salt material
12/27/2022	ACH	Kois Brothers	Fleet	$ 55.40	127636
12/27/2022	ACH	Kois Brothers	Fleet	$ 140.04	127653
12/27/2022	ACH	Kois Brothers	Fleet	$ 319.68	127727
12/27/2022	ACH	Kois Brothers	Fleet	$ 265.20	127767
12/27/2022	ACH	Kois Brothers	Fleet	$ 574.45	127810
12/27/2022	ACH	Kois Brothers	Fleet	$ 592.44	Fleet
12/27/2022	ACH	Kois Brothers	Solid Waste	$ 9,682.88	127647
12/27/2022	ACH	Kois Brothers	Solid Waste	$ 190.00	127810
12/27/2022	ACH	Kois Brothers	Street/Traffic	$ 443.27	127536
12/27/2022	ACH	Kois Brothers	Street/Traffic	$ 537.00	127536
12/27/2022	ACH	Kois Brothers	Street/Traffic	$ 478.00	cutting edge for unit 1115
12/27/2022	ACH	Kois Brothers	Street/Traffic	$ 66.32	mud flaps for unit 1153
12/27/2022	ACH	Kois Brothers	Wastewater	$ 643.80	NONSTOCKING ITEMS-P.U.D.
12/27/2022	ACH	Kois Brothers	Water	$ (2,103.45)	9196
12/27/2022	858067	L N Curtis & Sons	Public Safety	$ 3,490.00	GROVES MBILE DOUBLE SIDED RED RACK W/SIX 20" WIDE SECTIONS
12/27/2022	858069	Life-Assist	Public Safety	$ 34.50	DR1010 SALINE FLUSH, 10ML
12/27/2022	858069	Life-Assist	Public Safety	$ 2,048.00	DR3316-00 EPINEPHRINE - 20-BX ADDED TO THIS EXISTING ORDER

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/27/2022	858069	Life-Assist	Public Safety	$ 400.71	FRONTLINE NITRILE EXAM GLOVES, 12" LENGTH
12/27/2022	858069	Life-Assist	Public Safety	$ 47.40	MD5697 IBUPROFEN 200 MG UNIT DOSE PACKS OF 2
12/27/2022	858070	Lithia Dodge- Blgs	Transit	$ 6,225.18	30678. Body Work Unit 1878. W/O 2023-177
12/27/2022	858071	LSC Enviro Products	Solid Waste	$ 34,220.00	Posi-shell cover for landfill working face.
12/27/2022	858073	Mattress King	Public Safety	$ 600.00	21G TWIN HEAVY DTURY FRAM
12/27/2022	858073	Mattress King	Public Safety	$ -	DELIVERY FEE
12/27/2022	858073	Mattress King	Public Safety	$ 1,800.00	TXL CROWN JEWEL BASE, SEALY
12/27/2022	858073	Mattress King	Public Safety	$ 6,228.00	TXL PRECISION LUX FIRM MATTRESSES
12/27/2022	858078	Metra Fairgrounds	Water	$ 2,630.09	MetraPark Water Line Repair - EXPO Bldg
12/27/2022	858085	Morrison Maierle	Airport	$ 14,632.01	Terminal Expansion Project - Federal
12/27/2022	858085	Morrison Maierle	Airport	$ 1,375.39	Terminal Expansion Project - Ineligible
12/27/2022	858085	Morrison Maierle	Airport	$ 1,625.78	Terminal Expansion Project - Local
12/27/2022	858085	Morrison Maierle	Wastewater	$ 20,810.18	WO 20-01 Water/Sewer Replacement Project; Payment 35
12/27/2022	858085	Morrison Maierle	Wastewater	$ 45,190.63	WO 23-01 2023 Water/Sewer Replacement - Contract 2 Sewer
12/27/2022	858085	Morrison Maierle	Water	$ 24,140.89	WO 21-01 Water/Sewer Replacement Project Pioneer Park
12/27/2022	858086	Moulton Bellingham	General	$ 13,050.00	Inv 149976 House Franchise Fee
12/27/2022	858086	Moulton Bellingham	General	$ 135.00	Inv 149977 McDaniel v COB
12/27/2022	858081	MT Dakota Utilities	Airport	$ 1,015.43	129 573 1000 1. Mud Wash. December 2022
12/27/2022	858081	MT Dakota Utilities	Airport	$ 415.27	160 723 3573 6. USDA. December 2022
12/27/2022	858081	MT Dakota Utilities	Airport	$ 3,183.25	179 053 7751 5. New Concourse. December 2022
12/27/2022	858081	MT Dakota Utilities	Airport	$ 721.67	185 580 1000 7. TSA. December 2022
12/27/2022	858081	MT Dakota Utilities	Airport	$ 359.12	229 573 1000 0. Detail Bay 1 Hertz. December 2022
12/27/2022	858081	MT Dakota Utilities	Airport	$ 496.06	283 116 0655 3. IP-12. Alpine. December 2022
12/27/2022	858081	MT Dakota Utilities	Airport	$ 3,933.44	285 580 1000 6
12/27/2022	858081	MT Dakota Utilities	Airport	$ 548.28	295 580 1000 4. Aero Interiors. December 2022
12/27/2022	858081	MT Dakota Utilities	Airport	$ 110.83	329 573 1000 9. Detail Bay 3 Enterprise. December 2022
12/27/2022	858081	MT Dakota Utilities	Airport	$ 326.62	429 573 1000 8. Detail Bay 4 Avis/Budget. December 2022
12/27/2022	858081	MT Dakota Utilities	Airport	$ 104.94	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. December 2022
12/27/2022	858081	MT Dakota Utilities	Airport	$ 14,943.02	595 580 1000 1
12/27/2022	858081	MT Dakota Utilities	Airport	$ 548.28	629 573 1000 6. Detail Bay 2 National/Alamo. December 2022
12/27/2022	858081	MT Dakota Utilities	Airport	$ 2,586.00	706 580 1000 7
12/27/2022	858081	MT Dakota Utilities	Airport	$ 149.32	788 689 5644 8. Concourse Kitchen. December 2022
12/27/2022	858081	MT Dakota Utilities	Airport	$ 25.13	846 093 3091 9. E. Rooftops. December 2022
12/27/2022	858081	MT Dakota Utilities	Airport	$ 3,329.41	889 373 1000 6. Car Wash. December 2022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/27/2022	858081	MT Dakota Utilities	Engineering	$ 439.40	595 373 1000 1
12/27/2022	858081	MT Dakota Utilities	Facilities	$ 14,807.40	375 963 4481 4
12/27/2022	858081	MT Dakota Utilities	Facilities	$ 5,061.32	929 780 1000 4
12/27/2022	858081	MT Dakota Utilities	General	$ 826.44	437 780 1000 9
12/27/2022	858081	MT Dakota Utilities	Library	$ 8,326.20	219 924 4851 0
12/27/2022	858081	MT Dakota Utilities	P.W. Admin	$ 109.84	595 373 1000 1
12/27/2022	858081	MT Dakota Utilities	Park Dist 1	$ 222.16	501 473 1000 2
12/27/2022	858081	MT Dakota Utilities	Parking	$ 224.73	303 725 2591 2
12/27/2022	858081	MT Dakota Utilities	Parking	$ 23.85	717 353 1000 6
12/27/2022	858081	MT Dakota Utilities	Parking	$ 136.53	799 152 1209 0
12/27/2022	858081	MT Dakota Utilities	Public Safety	$ 55.20	062 907 9494 7
12/27/2022	858081	MT Dakota Utilities	Public Safety	$ 1,351.66	169 233 1000 3
12/27/2022	858081	MT Dakota Utilities	Public Safety	$ 118.88	514 117 0478 9
12/27/2022	858081	MT Dakota Utilities	Public Safety	$ 989.20	533 653 1000 1
12/27/2022	858081	MT Dakota Utilities	Public Safety	$ 68.56	602 589 7178 1
12/27/2022	858081	MT Dakota Utilities	Public Safety	$ 1,938.90	885 880 1000 4
12/27/2022	858081	MT Dakota Utilities	Transit	$ 3,396.44	962 880 1000 0
12/27/2022	858081	MT Dakota Utilities	Wastewater	$ 7,978.69	293 780 1000 2
12/27/2022	858081	MT Dakota Utilities	Wastewater	$ 15,957.37	293 780 1000 2
12/27/2022	858081	MT Dakota Utilities	Wastewater	$ 7,978.69	293 780 1000 2
12/27/2022	858081	MT Dakota Utilities	Wastewater	$ 74.29	596 733 1000 5
12/27/2022	858081	MT Dakota Utilities	Wastewater	$ 74.29	713 064 3190 0
12/27/2022	858081	MT Dakota Utilities	Wastewater	$ 68.56	735 453 1000 2
12/27/2022	858081	MT Dakota Utilities	Wastewater	$ 74.00	843 879 2205 1
12/27/2022	858081	MT Dakota Utilities	Water	$ 71.51	076 225 9180 3
12/27/2022	858081	MT Dakota Utilities	Water	$ 45.08	373 580 1000 9
12/27/2022	858081	MT Dakota Utilities	Water	$ 45.08	373 580 1000 9
12/27/2022	858081	MT Dakota Utilities	Water	$ 203.44	541 380 1000 1
12/27/2022	858081	MT Dakota Utilities	Water	$ 77.21	921 580 1000 6
12/27/2022	858082	MT Dept Enviro Quality	Solid Waste	$ 1,285.85	Title V Facility Base Fee. Title V Emission Fee - VOC. Landfill.
12/27/2022	858082	MT Dept Enviro Quality	Wastewater	$ 2,066.47	Wastewater Plant Facility Base Fee and E
01/01/2023	858151	MT Municipal Co-op	SID Fund	$ 13,564.00	Bond Payments January 1, 2023
01/01/2023	858151	MT Municipal Co-op	SID Fund	$ 5,425.00	Bond Payments January 1, 2023
01/01/2023	858151	MT Municipal Co-op	SID Fund	$ 1,275.00	Bond Payments January 1, 2023

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01/01/2023	858151	MT Municipal Co-op	SID Fund	$ 9,061.00	Bond Payments January 1, 2023
01/01/2023	858151	MT Municipal Co-op	SID Fund	$ 1,938.00	Bond Payments January 1, 2023
01/01/2023	858151	MT Municipal Co-op	Walk Debt	$ 13,172.50	Bond Payments January 1, 2023
01/01/2023	858151	MT Municipal Co-op	Walk Debt	$ 1,840.00	Bond Payments January 1, 2023
01/01/2023	858151	MT Municipal Co-op	Walk Debt	$ 2,125.00	Bond Payments January 1, 2023
12/27/2022	ACH	Northwest Pipe	Public Safety	$ 13.72	7830488
12/27/2022	ACH	Northwest Pipe	Public Safety	$ 1.80	7830488
12/27/2022	ACH	Northwest Pipe	Solid Waste	$ 9.86	7830488
12/27/2022	ACH	Northwest Pipe	Solid Waste	$ 6.58	7830488
12/27/2022	ACH	Northwest Pipe	Wastewater	$ 716.56	Steam/HW Unit HEater
12/27/2022	ACH	Northwest Pipe	Wastewater	$ 859.40	WWTP supplies, bushings, elbows, adapter
12/27/2022	ACH	Northwest Pipe	Wastewater	$ 1,093.80	WWTP. On demand water heater project, sh
12/27/2022	ACH	Northwest Pipe	Water	$ 76.50	1" STIFFENERS - CTS PE INSERTS SS
12/27/2022	ACH	Northwest Pipe	Water	$ 25.50	1/4 BRASS PLUG -
12/27/2022	ACH	Northwest Pipe	Water	$ 38.24	1/8 BRASS PLUG
12/27/2022	ACH	Northwest Pipe	Water	$ 98.46	2" 90° STREET ELL
12/27/2022	ACH	Northwest Pipe	Water	$ 878.62	2" COMPRESSION CURB STOP
12/27/2022	ACH	Northwest Pipe	Water	$ 135.94	2" PVC adapter
12/27/2022	ACH	Northwest Pipe	Water	$ 421.74	2" T113 BRASS GATE VALVE
12/27/2022	ACH	Northwest Pipe	Water	$ 1,082.76	24" BELL JOINT CLAMP SMITH BLAIR
12/27/2022	ACH	Northwest Pipe	Water	$ 965.63	3" BRONZE METER STRAINER 53107-000
12/27/2022	ACH	Northwest Pipe	Water	$ 1,931.26	3" BRONZE METER STRAINER 53107-000
12/27/2022	ACH	Northwest Pipe	Water	$ 10.74	3" FLANGE GASKETS - FULL FACE
12/27/2022	ACH	Northwest Pipe	Water	$ 2,992.46	3" TRU FLO COMPOUND R900I CU/FT
12/27/2022	ACH	Northwest Pipe	Water	$ 274.70	3/4" COMPRESSION COUPLING SLIP
12/27/2022	ACH	Northwest Pipe	Water	$ 1,087.50	3/4" CURB VALVE - COMPRESSION-MINNEAPOLIS
12/27/2022	ACH	Northwest Pipe	Water	$ 569.56	8" BELL JOINT CLAMP 9.05-9. 30 # SMITH BLAIR
12/27/2022	ACH	Northwest Pipe	Water	$ 126.42	black pipe
12/27/2022	ACH	Northwest Pipe	Water	$ 321.84	CURB BOX LID W/PLUG 1-1/4"
12/27/2022	ACH	Northwest Pipe	Water	$ 158.08	CURB BOX LID W/PLUG 1-1/4"
12/27/2022	ACH	Northwest Pipe	Water	$ 3,682.35	METER SHOP 2023 TESTING SUPPLIES
12/27/2022	ACH	Northwest Pipe	Water	$ 950.01	PW Water Plant H1 flanges
12/27/2022	ACH	Northwest Pipe	Water	$ 723.24	switch w/plug, pump cord, PUDWTP
12/27/2022	ACH	Northwest Pipe	Water	$ 26.55	THRUST WASHER #K-8106 FOR - K-81 HYDRANT

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12/27/2022	858092	NorthWestern Energy	Airport	$ 3,518.68	0100483-7. Runway Lights. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 1,883.06	0100484-5. ARFF Facility. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 146.81	1138926-9. Aero Interiors. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 163.47	1647695-4. De Icer. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 606.97	1669567-8. TSA. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 1,599.44	1993430-6. Car Wash. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 464.39	2001846-1. Mud Wash. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 526.64	2001848-7. Detail Bay 1 Hertz. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 350.62	2001855-2. Detail Bay 2 National/Alamo. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 176.26	2001862-8. Detail Bay 3 Enterprise. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 359.84	2001865-1. Detail Bay 4 Avis/Budget. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 182.72	2001867-7. Detail Bay 5 Thrifty/Dollar. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 127.19	3085107-5. New Employee Parking. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 326.34	3446396-8. USDA. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 1,670.74	3477231-9. Parking Zone. December 2022
12/27/2022	858092	NorthWestern Energy	Airport	$ 45.38	3733186-5. Airport Storage. December 2022
12/27/2022	858092	NorthWestern Energy	Facilities	$ 2,190.39	0975808-7
12/27/2022	858092	NorthWestern Energy	Facilities	$ 746.99	1160802-3
12/27/2022	858092	NorthWestern Energy	Facilities	$ 2,922.01	1160804-9
12/27/2022	858092	NorthWestern Energy	Facilities	$ 2,921.70	1269391-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,210.51	SILMD 10 Acct# 0712546-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 2,264.32	SILMD 100 Acct# 0712559-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,908.74	SILMD 107 Acct# 0712560-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 4,786.98	SILMD 109 Acct# 0712561-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 228.72	SILMD 113 Acct# 0712562-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,030.11	SILMD 114 Acct# 0712563-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 242.39	SILMD 115 Acct# 0712564-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 636.24	SILMD 116 Acct# 0712565-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 3,462.17	SILMD 117 Acct# 0712566-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 222.07	SILMD 118 Acct# 0712567-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 135.28	SILMD 119 Acct# 0712568-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 2,726.76	SILMD 121 Acct# 0712570-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 204.39	SILMD 122 Acct# 0712571-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 363.57	SILMD 123 Acct# 0712572-7

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12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,060.43	SILMD 124 Acct# 0712573-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 424.15	SILMD 125 Acct# 0712574-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 212.09	SILMD 126 Acct# 0712575-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 766.41	SILMD 127 Acct# 0712576-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 536.49	SILMD 128 Acct# 0712577-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 363.57	SILMD 129 Acct# 0712578-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 5,177.05	SILMD 13 Acct# 0721276-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 129.98	SILMD 130 Acct# 0712579-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 939.21	SILMD 131 Acct# 0712580-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 241.36	SILMD 133 Acct# 0712581-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 557.04	SILMD 134 Acct# 0712582-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 562.03	SILMD 135 Acct# 0712583-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 515.06	SILMD 136 Acct# 0712584-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 406.88	SILMD 137 Acct# 0712585-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 818.03	SILMD 138 Acct# 0712586-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 272.68	SILMD 139 Acct# 0712587-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 2,550.69	SILMD 14 Acct# 0721277-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 636.24	SILMD 143 Acct# 0712588-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 30.28	SILMD 144 Acct# 0712589-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 510.95	SILMD 145 Acct# 0712590-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 393.85	SILMD 146 Acct# 0712591-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 478.85	SILMD 147 Acct# 0712592-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,758.90	SILMD 149 Acct# 0712593-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 817.51	SILMD 150 Acct# 0712594-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 696.83	SILMD 151 Acct# 0712595-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 4,702.68	SILMD 152 Acct# 0712596-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 587.58	SILMD 153 Acct# 0712597-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,328.48	SILMD 154 Acct# 0712598-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 545.36	SILMD 155 Acct# 0712599-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 996.34	SILMD 157 Acct# 0712600-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 878.64	SILMD 158 Acct# 0712601-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,058.27	SILMD 159 Acct# 0712602-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 787.74	SILMD 160 Acct# 0712603-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,149.65	SILMD 161 Acct# 0712604-8

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12/27/2022	858093	NorthWestern Energy	Light Maint	$ 51.65	SILMD 162 Acct# 0712605-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 846.01	SILMD 163 Acct# 0712606-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 408.76	SILMD 164 Acct# 0712607-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 969.51	SILMD 165 Acct# 0712608-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 255.46	SILMD 167 Acct# 0712609-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,257.65	SILMD 17 Acct# 0712553-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 613.15	SILMD 171 Acct# 0712610-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 557.01	SILMD 172 Acct# 0712611-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,277.36	SILMD 173 Acct# 0712612-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,072.98	SILMD 174 Acct# 0712613-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 357.65	SILMD 175 Acct# 0712614-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 36.89	SILMD 176 Acct# 0712615-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 281.02	SILMD 178 Acct# 0712616-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 562.03	SILMD 179 Acct# 0712617-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 111.55	SILMD 18 Acct# 0712554-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 383.22	SILMD 180 Acct# 0712618-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,848.15	SILMD 181 Acct# 0712619-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 638.69	SILMD 182 Acct# 0712620-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,277.35	SILMD 183 Acct# 0712621-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 408.76	SILMD 184 Acct# 0712622-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 153.29	SILMD 185 Acct# 0712623-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 771.14	SILMD 186 Acct# 0712624-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 255.46	SILMD 187 Acct# 0712625-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 306.57	SILMD 188 Acct# 0712626-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 255.46	SILMD 189 Acct# 0712627-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,328.48	SILMD 190 Acct# 0712628-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 455.97	SILMD 191 Acct# 0712629-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 332.10	SILMD 192 Acct# 0712630-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 817.51	SILMD 193 Acct# 0712631-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 338.22	SILMD 194 Acct# 0712632-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 270.59	SILMD 195 Acct# 0712633-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 86.51	SILMD 196 Acct# 0712634-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 86.51	SILMD 197 Acct# 0712635-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 127.74	SILMD 198 Acct# 0712636-0

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12/27/2022	858093	NorthWestern Energy	Light Maint	$ 119.45	SILMD 200 Acct# 0712637-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 536.49	SILMD 201 Acct# 0712638-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 23.06	SILMD 203 Acct# 0712640-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 507.66	SILMD 204 Acct# 0712641-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 29.51	SILMD 205 Acct# 0712642-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 357.65	SILMD 206 Acct# 0712643-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 408.76	SILMD 207 Acct# 0712644-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 318.22	SILMD 208 Acct# 0712645-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 587.58	SILMD 209 Acct# 0712646-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 103.81	SILMD 210 Acct# 0712647-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 57.68	SILMD 211 Acct# 0712648-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 57.68	SILMD 212 Acct# 0712649-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 34.60	SILMD 213 Acct# 0712650-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 413.16	SILMD 214 Acct# 0712651-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 153.29	SILMD 216 Acct# 0712652-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 439.18	SILMD 217 Acct# 0712653-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 318.78	SILMD 220 Acct# 0712654-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 7.38	SILMD 221 Acct# 0712655-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 91.41	SILMD 222 Acct# 0712656-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 138.40	SILMD 223 Acct# 0712657-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,566.54	SILMD 224 Acct# 0712658-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 491.41	SILMD 225 Acct# 0712659-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 263.53	SILMD 226 Acct# 0712660-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 818.11	SILMD 227 Acct# 0712661-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 878.64	SILMD 228 Acct# 0712662-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 454.47	SILMD 229 Acct# 0712663-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,060.41	SILMD 230 Acct# 0712664-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 636.24	SILMD 231 Acct# 0712665-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 2,757.06	SILMD 232 Acct# 0712666-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,009.80	SILMD 233 Acct# 0712667-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 570.96	SILMD 234 Acct# 0712668-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 638.61	SILMD 235 Acct# 0712669-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 202.92	SILMD 236 Acct# 0712670-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 434.31	SILMD 237 Acct# 0712671-7

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12/27/2022	858093	NorthWestern Energy	Light Maint	$ 14.75	SILMD 238 Acct# 0712672-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 102.19	SILMD 239 Acct# 0712673-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 487.03	SILMD 240 Acct# 0712674-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 638.50	SILMD 241 Acct# 0712675-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 90.89	SILMD 242 Acct# 0712676-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 121.19	SILMD 244 Acct# 0712677-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 81.02	SILMD 245 Acct# 0712678-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 363.57	SILMD 246 Acct# 0712679-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,075.01	SILMD 247 Acct# 0712680-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 2,999.43	SILMD 249 Acct# 0718734-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 243.54	SILMD 250 Acct# 0719001-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 4,248.50	SILMD 251 Acct# 0718801-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 605.95	SILMD 252 Acct# 0719162-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,995.08	SILMD 253 Acct# 0719644-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 182.81	SILMD 254 Acct# 0719763-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 207.07	SILMD 255 Acct# 0720813-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,086.38	SILMD 257 Acct# 0720360-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 2,863.91	SILMD 258 Acct# 0720606-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,726.12	SILMD 259 Acct# 0720810-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 545.36	SILMD 261 Acct# 0720705-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 3,390.52	SILMD 262 Acct# 0720937-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,203.26	SILMD 263 Acct# 0720716-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 199.42	SILMD 264 Acct# 0721427-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 397.72	SILMD 265 Acct# 0721556-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 64.79	SILMD 266 Acct# 0721684-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 532.02	SILMD 270 Acct# 0906944-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,048.28	SILMD 271 Acct# 0995095-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 3,104.21	SILMD 272 Acct# 0905005-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 225.11	SILMD 273 Acct# 0926386-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 579.59	SILMD 276 Acct# 0961926-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 934.75	SILMD 277 Acct# 1058710-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 257.04	SILMD 278 Acct# 1087619-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 64.97	SILMD 279 Acct# 1124127-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 703.49	SILMD 280 Acct# 1045653-1

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 566.58	SILMD 283 Acct# 1172743-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 358.08	SILMD 285 Acct# 1206985-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 267.86	SILMD 286 Acct# 1296582-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 2,035.81	SILMD 288 Acct# 1303978-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 271.47	SILMD 289 Acct# 1685375-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 171.14	SILMD 290 Acct# 1433921-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 666.53	SILMD 292 Acct# 1481532-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 255.46	SILMD 293 Acct# 1481534-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 510.95	SILMD 294 Acct# 1481535-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 121.19	SILMD 295 Acct# 1481536-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,354.01	SILMD 296 Acct# 1481537-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 229.93	SILMD 297 Acct# 1481539-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 204.39	SILMD 298 Acct# 1481540-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 448.53	SILMD 300 Acct# 1662840-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 6,026.76	SILMD 301 Acct# 1687005-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 377.11	SILMD 302 Acct# 1607534-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,284.46	SILMD 305 Acct# 1695873-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 276.48	SILMD 306 Acct# 1740353-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 3,651.83	SILMD 307 Acct# 2049005-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 297.62	SILMD 308 Acct# 2072459-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 453.41	SILMD 309 Acct# 2001311-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 354.08	SILMD 310 Acct# 2060519-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 324.18	SILMD 311 Acct# 3014475-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 329.77	SILMD 312 Acct# 3146127-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 589.47	SILMD 315 Acct# 3305804-1
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,334.48	SILMD 316 Acct# 3291842-7
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 135.75	SILMD 317 Acct# 3253826-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 893.96	SILMD 318 Acct# 3372018-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 66.57	SILMD 320 Acct# 0712569-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 618.16	SILMD 321 Acct# 3338917-2
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 131.54	SILMD 322 Acct# 3402033-9
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,117.97	SILMD 323 Acct# 3597170-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 752.14	SILMD 324 Acct# 1246537-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 325.43	SILMD 325 Acct# 3587598-8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 163.99	SILMD 326 Acct# 3840455-4
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 204.39	SILMD 327 Acct# 3810801-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 967.24	SILMD 328 Acct# 3894879-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 120.87	SILMD 329 Acct# 3939032-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 362.46	SILMD 330 Acct# 3951594-5
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 422.49	SILMD 8 Acct# 0712544-6
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 391.17	SILMD 9 Acct# 0712545-3
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 590.94	SILMD 95 Acct# 0712556-0
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 10,722.20	SILMD 97 Acct# 0712557-8
12/27/2022	858093	NorthWestern Energy	Light Maint	$ 1,209.26	SILMD 99 Acct# 0712558-6
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 6.00	0722237-5
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 6.00	0722247-4
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 98.12	0722255-7
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 65.35	0722266-4
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 8.93	0722269-8
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 11.69	0722292-0
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 22.52	0722293-8
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 8.93	0722905-7
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 6.00	0722933-9
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 89.05	0723035-2
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 7.75	0723036-0
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 206.67	0723037-8
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 57.28	0723042-8
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 6.00	0723055-0
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 52.01	0723056-8
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 11.86	0723057-6
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 29.15	0723058-4
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 6.00	0723162-4
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 173.03	0789437-1
12/27/2022	858092	NorthWestern Energy	Park Dist 1	$ 316.98	0925496-2
12/27/2022	858092	NorthWestern Energy	Radio	$ 260.18	0721580-9
12/27/2022	858092	NorthWestern Energy	Solid Waste	$ 2,565.39	3252194-0
12/27/2022	858092	NorthWestern Energy	Street/Traffic	$ 6.00	0723645-8
12/27/2022	858093	NorthWestern Energy	Street/Traffic	$ 15,072.63	Signal Bills 12.19.2022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/27/2022	858092	NorthWestern Energy	Wastewater	$ 69,905.43	0100591-7
12/27/2022	858092	NorthWestern Energy	Wastewater	$ 1,047.88	0100606-3
12/27/2022	858092	NorthWestern Energy	Wastewater	$ 486.99	822 Shiloh Crossing BLVD Lift . Novembe
12/27/2022	858092	NorthWestern Energy	Water	$ 1,075.14	0100485-2
12/27/2022	858092	NorthWestern Energy	Water	$ 7,097.46	0100540-4
12/27/2022	858092	NorthWestern Energy	Water	$ 79,638.61	0100606-3
12/27/2022	858092	NorthWestern Energy	Water	$ 3,143.62	0100606-3
12/27/2022	858092	NorthWestern Energy	Water	$ 3,097.03	0722264-9
12/27/2022	858092	NorthWestern Energy	Water	$ 3,260.49	0723040-2
12/27/2022	858092	NorthWestern Energy	Water	$ 39.84	0723059-2
12/27/2022	858092	NorthWestern Energy	Water	$ 508.12	1116452-2
12/27/2022	858101	Public Utilities	Park Dist 1	$ 1,550.45	180092
12/27/2022	858101	Public Utilities	Parks Maint	$ 1,419.41	136082
12/27/2022	858101	Public Utilities	Parks Maint	$ 2,073.55	136087
12/27/2022	858101	Public Utilities	Parks Maint	$ 4,066.97	136090
12/27/2022	858101	Public Utilities	Parks Maint	$ 4,139.53	136091
12/27/2022	858101	Public Utilities	Parks Maint	$ 15,352.17	136092
12/27/2022	858101	Public Utilities	Parks Maint	$ 3,316.15	136093
12/27/2022	858101	Public Utilities	Parks Maint	$ 3,897.98	136096
12/27/2022	858101	Public Utilities	Parks Maint	$ 14,893.65	136103
12/27/2022	858101	Public Utilities	Parks Maint	$ 1,580.37	136108
12/27/2022	858101	Public Utilities	Parks Maint	$ 148.05	136111
12/27/2022	858101	Public Utilities	Parks Maint	$ 49.41	136115
12/27/2022	858101	Public Utilities	Parks Maint	$ 1,216.65	148074
12/27/2022	858101	Public Utilities	Parks Maint	$ 2,807.46	148398
12/27/2022	858101	Public Utilities	Parks Maint	$ 443.97	148423
12/27/2022	858101	Public Utilities	Parks Maint	$ 1,503.65	148654
12/27/2022	858101	Public Utilities	Parks Maint	$ 1,133.33	148702
12/27/2022	858101	Public Utilities	Parks Maint	$ 1,326.25	158252
12/27/2022	858101	Public Utilities	Parks Maint	$ 4,783.33	163614
12/27/2022	858101	Public Utilities	Parks Maint	$ 185.29	163944
12/27/2022	858101	Public Utilities	Parks Maint	$ 10,564.45	164211
12/27/2022	858101	Public Utilities	Parks Maint	$ 13,901.77	164212
12/27/2022	858101	Public Utilities	Parks Maint	$ 3,794.29	166674

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/27/2022	858101	Public Utilities	Parks Maint	$ 13.52	168362
12/27/2022	858101	Public Utilities	Parks Maint	$ 3,947.73	175850
12/27/2022	858101	Public Utilities	Parks Maint	$ 296.01	176577
12/27/2022	858101	Public Utilities	Parks Maint	$ 82.29	177710
12/27/2022	858101	Public Utilities	Parks Maint	$ 15.41	179987
12/27/2022	858101	Public Utilities	Parks Maint	$ 1,775.61	180090
12/27/2022	858101	Public Utilities	Parks Maint	$ 282.98	180091
12/27/2022	858101	Public Utilities	Parks Maint	$ 114.05	187900
12/27/2022	858101	Public Utilities	Parks Maint	$ 800.17	192352
12/27/2022	858101	Public Utilities	Parks Maint	$ 404.49	201942
12/27/2022	858101	Public Utilities	Parks Maint	$ 3,632.84	242652
12/27/2022	858101	Public Utilities	Parks Maint	$ 37.33	260404
12/27/2022	858101	Public Utilities	Street/Traffic	$ 5,337.90	168593
12/27/2022	858101	Public Utilities	Street/Traffic	$ 962.13	178621
12/27/2022	858101	Public Utilities	Street/Traffic	$ 17.25	180331
12/27/2022	858101	Public Utilities	Street/Traffic	$ -	180332
12/27/2022	858101	Public Utilities	Street/Traffic	$ 542.90	180333
12/27/2022	858101	Public Utilities	Street/Traffic	$ 2,138.01	180335
12/27/2022	858101	Public Utilities	Street/Traffic	$ 1,474.93	180336
12/27/2022	858101	Public Utilities	Street/Traffic	$ 585.13	180337
12/27/2022	858101	Public Utilities	Street/Traffic	$ 333.05	180338
12/27/2022	858101	Public Utilities	Street/Traffic	$ 442.65	180339
12/27/2022	858101	Public Utilities	Street/Traffic	$ 293.57	180396
12/27/2022	858101	Public Utilities	Street/Traffic	$ 3,877.45	184751
12/27/2022	858101	Public Utilities	Street/Traffic	$ 5,015.01	185688
12/27/2022	858101	Public Utilities	Street/Traffic	$ 2,154.45	185689
12/27/2022	858101	Public Utilities	Street/Traffic	$ 11.77	185690
12/27/2022	858101	Public Utilities	Street/Traffic	$ 3,913.53	185691
12/27/2022	858101	Public Utilities	Street/Traffic	$ 11.77	191161
12/27/2022	858101	Public Utilities	Street/Traffic	$ 2,373.65	191162
12/27/2022	858101	Public Utilities	Street/Traffic	$ 1,170.37	241853
12/27/2022	858101	Public Utilities	Street/Traffic	$ 288.09	243345
12/27/2022	858101	Public Utilities	Street/Traffic	$ 633.33	243891
12/27/2022	858101	Public Utilities	Street/Traffic	$ 1,400.53	248978

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/01/2023	858150	Purinton Family Trust	Walk Debt	$ 2,625.00	Bond Payments January 1, 2023
01/01/2023	858150	Purinton Family Trust	Walk Debt	$ 2,500.00	Bond Payments January 1, 2023
01/01/2023	858150	Purinton Family Trust	Walk Debt	$ 13,625.00	Bond Payments January 1, 2023
12/27/2022	858102	Ratco LLC	Solid Waste	$ 6,700.00	Slide-in sander for Collection Supervisor truck Unit 36
12/27/2022	ACH	RDO Equipt	Solid Waste	$ 21,665.00	Carlson RT4 & BRX7 Survey Rover Kit for the landfill.
12/27/2022	ACH	RDO Equipt	Solid Waste	$ 652.00	PO384712
12/27/2022	ACH	RDO Equipt	Solid Waste	$ 2,064.18	PO392312
12/27/2022	ACH	RDO Equipt	Solid Waste	$ (226.08)	PO400112
12/27/2022	ACH	RDO Equipt	Solid Waste	$ 173.55	W3676012
12/27/2022	ACH	RDO Equipt	Solid Waste	$ 200.00	W3676012
12/27/2022	ACH	RDO Equipt	Solid Waste	$ 200.00	W3683612
12/27/2022	ACH	RDO Equipt	Solid Waste	$ 216.45	W3683612
12/27/2022	ACH	Rexel USA	Wastewater	$ 68.64	electrical shop stock. screws
12/27/2022	ACH	Rexel USA	Wastewater	$ 38.57	Electrical shop supplies
12/27/2022	ACH	Rexel USA	Wastewater	$ 50.88	Headworks Device Net Project supplies
12/27/2022	ACH	Rexel USA	Wastewater	$ 14.07	WRF Camera Project electrical supplies
12/27/2022	ACH	Rexel USA	Wastewater	$ 2,518.71	WRF Camera project electrical supplies
12/27/2022	858105	Rimrock Foundation	Court Grants	$ 2,085.00	22 Nov. Ancillary DUI
12/27/2022	858105	Rimrock Foundation	Court Grants	$ 174.62	22 Nov. DUI Psyc.
12/27/2022	858105	Rimrock Foundation	Court Grants	$ 5,204.74	22 Nov. Rimrock No Ins., Co Pay, Deduct.
01/01/2023	858148	Royal C. Johnson Irrev Trust	SID Fund	$ 382.50	Bond Payments January 1, 2023
01/01/2023	858148	Royal C. Johnson Irrev Trust	SID Fund	$ 675.00	Bond Payments January 1, 2023
01/01/2023	858148	Royal C. Johnson Irrev Trust	SID Fund	$ 8,960.00	Bond Payments January 1, 2023
01/01/2023	858148	Royal C. Johnson Irrev Trust	Walk Debt	$ 375.00	Bond Payments January 1, 2023
01/01/2023	858148	Royal C. Johnson Irrev Trust	Walk Debt	$ 9,400.00	Bond Payments January 1, 2023
12/27/2022	858121	Stewart Title	CDBG	$ 15,000.00	FTHB Tawny King-Burgee 4152 Phillips Street
12/27/2022	858125	Swank Enterprises	Solid Waste	$ 6,930.00	Retainage Release
12/27/2022	858126	Sympro Inc	General	$ 5,329.48	Annual Maintenance FI Module
12/27/2022	858131	Tire-Rama	Solid Waste	$ 1,026.12	Snow tire purchase and studding
12/27/2022	858131	Tire-Rama	Solid Waste	$ 988.88	Tire purchase for Unit 0039
12/27/2022	858131	Tire-Rama	Solid Waste	$ 4,963.50	Tire repair and purchase
12/27/2022	858131	Tire-Rama	Solid Waste	$ 4,800.00	Tire repair and purchase
12/27/2022	858131	Tire-Rama	Solid Waste	$ 4,808.00	Tire repair and purchase
12/27/2022	ACH	Town & Co Supply	Fleet	$ 25,277.00	432021

Check Date	Check#	Name	Fund Name	Amount	Item Desc
12/27/2022	ACH	Town & Co Supply	Fleet	$ 3.29	432021
12/27/2022	ACH	Town & Co Supply	Public Safety	$ 1,019.94	431973 FIRE 7: BLENDED DIESEL
12/27/2022	ACH	Town & Co Supply	Public Safety	$ 782.17	431974 FIRE 5: BLENDED DIESEL
12/27/2022	ACH	Town & Co Supply	Public Safety	$ 469.30	432873 DIESEL - WINTER BLEND
12/27/2022	ACH	Town & Co Supply	Public Safety	$ 782.17	432874 FIRE 1 DIESEL / WINTER BLEND
12/27/2022	ACH	Town & Co Supply	Public Safety	$ 607.68	432874 FIRE 1 UNLEADED
12/27/2022	ACH	Town & Co Supply	Public Safety	$ 782.17	432875 FIRE 6 DIESEL - WINTER BLEND
12/27/2022	ACH	Town & Co Supply	Public Safety	$ 901.05	432876 FIRE 2 DIESEL - WINTER BLEND
12/27/2022	ACH	Tractor & Equipt	Solid Waste	$ 60,090.00	24 mo./2500 hour Powertrain + hydraulics extended warranty
12/27/2022	ACH	Tractor & Equipt	Solid Waste	$ 85.78	BLCS0796312
12/27/2022	ACH	Tractor & Equipt	Solid Waste	$ 1,632.24	BLCS0796603
12/27/2022	ACH	Tractor & Equipt	Solid Waste	$ 26.70	BLCS0796728
12/27/2022	ACH	Tractor & Equipt	Solid Waste	$ 400.00	BLWO0220737
12/27/2022	ACH	Tractor & Equipt	Solid Waste	$ 1,343.68	BLWO0220737
12/27/2022	ACH	Tractor & Equipt	Solid Waste	$ 227.46	BLWO0220942
12/27/2022	ACH	Tractor & Equipt	Solid Waste	$ 640.00	BLWO0220942
12/27/2022	ACH	Tractor & Equipt	Solid Waste	$ 22.00	BLWO0221126
12/27/2022	ACH	Tractor & Equipt	Solid Waste	$ 471.53	BLWO0221126
12/27/2022	ACH	Tractor & Equipt	Solid Waste	$ 1,758.60	BLWO0221126
12/27/2022	858133	Trojan Tech	Wastewater	$ 3,475.40	UV Lamp, Seals, Sleeves, For Water Reclamation UV Bldg
12/27/2022	858136	Valmont Industries	Street/Traffic	$ 6,100.02	CD14120345 PO NUM 315019
12/27/2022	858137	Vermeer Mt West	Water	$ 5,444.00	Piercing tool for replacing water servic
12/27/2022	858139	Western Municipal Const	Storm Sewer	$ 9,185.78	Retainage Release
12/27/2022	858142	Winkler Excavating	Storm Sewer	$ 5,708.59	Retainage Release
12/27/2022	858146	Yellowstone Co Finance	Building	$ 6,990.97	Miller Building; Building Division; January Rent
12/27/2022	858146	Yellowstone Co Finance	CDBG	$ 5,437.13	Miller Building; Community Development; January Rent
12/27/2022	858146	Yellowstone Co Finance	General	$ 2,175.48	Miller Building; Code Enforcement; January Rent
12/27/2022	858146	Yellowstone Co Finance	Planning	$ 4,657.35	Miller Building; Planning Dept.; January Rent

City Council Regular

Date:	01/23/2023
Title:	Public Hearing and City Special Review 995 - Carwash at Blue Creek Rd and Santiago Blvd
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes

RECOMMENDATION

The Zoning Commission is recommending conditional approval of the special review and the requested variances from the CMU1 zone district requirements, and adoption of the findings of the review criteria on a 3-0 vote.

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

This is a special review request to locate a carwash facility at the intersection of Blue Creek Road, an arterial street, and Santiago Boulevard, a local street, in a Corridor Mixed Use 1 (CMU1) zone district. The owner had previously submitted a zone change request to develop the same carwash facility, allowing the use to be allowed outright, and no variances would be required. The proposed zone change, which was denied by the City Council on September 26, 2022, was to Heavy Commercial (CX) zoning. For the zone change request, the Zoning Commission had recommended approval on a vote of 3-1. The City Council subsequently denied the zone change based on the location at the entrance to the Cedar Park Subdivision. The Zoning Commission and City Council understood the project would likely return as a special review application.

A special review is not an allowed use but a special exception to the by-right uses within a zone district. Special review is not always required for a particular use depending on the zone district. For example, a religious assembly (church) use requires special review in all neighborhood zones but is an allowed use in the mixed-use zones. A special review can focus on the site development details while a zone change cannot. For this application, the city has received detailed information on the proposed use, the traffic patterns in the area, landscaping, drive approaches and similar details. The project as proposed cannot meet the building and siting requirements normally required in a CMU1 zone due to topographic limitations and traffic management restrictions on the site. These are presented as variances to the code requirements and can be considered as part of the overall special review application. A special review application can be considered even after a denial of another type of zoning request. Although the code at Section 27-1611.A lists the types of applications sequentially in one phrase, the intent of the prohibition on a subsequent application on the same property applies to the specific application type. For example, if I submitted a zone change that was denied, I could submit a variance request or a special review request for the same property within one year of the zone change denial, but I could not submit a new zone change. The prohibition applies to the specific application type - not broadly for any type of application for the same property.

The car wash facility will consist of two automatic wash bays and four manual wash bays. There is an office and storage space that connects the two different types of wash bays in an L-shaped layout. The site layout does not conform to the required build-to range on the front or side street for CMU1 due to a sewer easement along Santiago Blvd, and a 100-year flood plain that crosses the western half of the property. In addition, traffic flow management into and out of the property also restricts the placement of the building on either street frontage. Auto-oriented land uses such as drive-through restaurants, carwash facilities, banks with drive through lanes and similar are challenged in any mixed use zone district to meet the code requirements. Other site elements required for carwash facilities in this CMU1 zone include not placing any open air vacuuming facility between the building and the front street or side street (Sec. 27-1005.Q(3.b), and not placing any bay doors on the front facade (Sec. 27-1005.Q(1). The site cannot meet the minimum front lot line coverage (65%), the build-to corner requirement, the location of surface parking to the rear or side of the building, the number of required entries on a front facade and minimum percent of window and doors on the ground-floor front facade. Any allowed use on this site with its easement, floodplain and topographic challenges would likely need variances from some of these building and siting standards as well. The special review criteria allow applicants to request modifications and variations from the code requirements as part of the request (Criteria 9 - Sec. 27-1623.D)

The new zoning code has a variety of considerations and findings before a special review use can be considered acceptable at a particular location. The requirements are set forth in Section 27-1623.D as follows:

1. *The special review use is consistent with the City's growth policy and applicable neighborhood plans, if any;*
2. *The establishment, maintenance, or operation of the special review use will not be detrimental to or endanger*

the public health, safety, morals, comfort, or general welfare;
3. The site for the proposed use is adequate in size and topography to accommodate the use while meeting the other requirements of this Zoning Code, including zone district dimensions, landscaping requirements, and parking.
4. The special review use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
5. The special review use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
6. Conditions necessary to protect the public health, safety, and general welfare can be established, including but not limited to conditions on:

(a) Regulation of the use;
(b) Special setbacks, buffers, or screening;
(c) Surfacing of parking areas;
(d) Street, alley, or service road dedications, improvements, or bonds;
(e) Regulation of points of vehicular ingress and egress;
(f) Regulation of signs;
(g) Regulation on the performance of the site, including noise, vibration, and odors;
(h) Regulation of the hours of activities;
(i) Timeframe for development
(j) Duration of use; and
(k) Other relevant conditions that will ensure the orderly development of the site.

7. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided;
8. Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion in public streets; and
9. The special review use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the city council.

Any use of the property will need to manage traffic into and out of the site. The owner and agent asked the Montana Department of Transportation (MDT) whether a drive approach would be allowed from Blue Creek Road. Based on safety considerations, MDT did not approve this request. Traffic speed and volume, along with the proximity to the intersection with Santiago Blvd, make placement of another drive approach on Blue Creek Road hazardous. The lot only has access from Santiago Blvd, the local street that borders the property on the north. Santiago Blvd is the sole access for the Cedar Park Subdivision. This subdivision was approved by the County Commissioners in July 1959. The Cedar Park subdivision still only has one vehicle access, although the original subdivision anticipated continued road connections to the north and south through Bowman Drive, Shasta Drive, San Fernando Drive and Santa Rosa Drive. Those connections to adjacent property have not resulted in any continuation of those streets in the last 63 years. As a result, 85 homes are located on a street network with only one way in or out of the subdivision. This is not unusual for older county subdivisions in this area. Until the early 2010s, Briarwood Subdivision with more than 400 dwellings also had only one way in or out of the subdivision. Additional subdivision and lot creation in Briarwood triggered a requirement to create an emergency access road to connect with Colleen Drive to the north and west from the cul-de-sac of Glengarry Lane.

Many of the public comments on the zone change request focused on the incomplete and inadequate intersection improvements at Santiago Boulevard and Blue Creek Road. This lot, the storage units and the Cedar Park subdivision are all within the city limits, but no city-level right of way improvements have been accomplished at this intersection. MDT controls the right of way improvements for Blue Creek Road and when the storage facility directly south of the subject property was developed, no right of way improvements, beyond the drive approach, were required by MDT. The subject property has been used as an informal turn-around for vehicles headed north on Blue Creek Rd that want to head back south. Please see the attached aerial photographs and site pictures. MDT will not allow this informal access on the subject property to remain on Blue Creek Road.

There are very few services south of the Yellowstone River along Blue Creek Road. The only service station or convenience store is at Casey's Corner - 2007 Blue Creek Road. This is also where a school bus picks up and drops off students. Blue Creek Road is also the only access to the City Regional Landfill on Jellison Road (south and west). There is considerable truck traffic mixed with residential traffic and traffic coming into Billings from communities to the south. According to the latest MDT traffic counts on Blue Creek Road, about 9,090 vehicles use the highway each day. This is a three-year average so in any given year spikes or valleys in the data are evened out over time. In 1992, the traffic count on this section of Blue Creek Road was 5,300 vehicles per day. The 2021 traffic count is similar to the volume and type of traffic on S 32nd Street West south of King Ave West. The speed limit on Blue Creek Road at this location is 50 mph. There is a center turn lane so vehicles turning either east or west off Blue Creek Road can

queue and wait for a safe opening in traffic. Santiago Boulevard has a stop sign in place where it intersects Blue Creek Road. The total traffic estimated into and out of the carwash on a daily basis is about 200 to 250 trips. This could represent a 2.7 percent increase in traffic on Blue Creek Road if all of these trips are new trips to the location. This is not likely to be the case, since the location is not within a large commercial corridor that could generate new trips. Most trips to and from the site will likely be "captured" trips from those who already use Blue Creek Road for daily travel. Traffic management to and from the site is proposed to include curb, gutter and sidewalk on the south side of Santiago Blvd adjacent to the subject property, and widening of Santiago Blvd to accommodate both a left turn lane and a right turn lane at the intersection. Complaints during the zone change hearing included the back-up of vehicles at the intersection due to left turns (southbound) onto Blue Creek Road. The left turn/right turn lanes will allow north bound traffic to move through the intersection while left turn vehicles wait for an opening in traffic. Other street improvements on Santiago Boulevard would require a petition from the benefited owners and residents of Cedar Park Subdivision to make improvements through a special improvement district process.

Lowering the speed limit on Blue Creek Road to less than 50 mph, a suggestion during the zone change public hearings, would require a request from either the City Council or the County Commissioners to MDT. The last time a speed study was completed or updated for Blue Creek Road was in 2004/2006. This was the same time period when Briarwood and Cedar Park Subdivisions were annexed to the city (2002). These annexations did not add traffic to Blue Creek Road, but it was anticipated that additional residences would be built with access to public water and sewer. Cedar Park Subdivision only has city water but not sanitary sewer. Briarwood Subdivision has both city water and sewer services. The average daily traffic in 2004 was 8,800 vehicle trips per day. In the last 18 years, the traffic has only increased about 3% to the current daily traffic of 9,090. The Board of County Commissioners have sent a letter to MDT (December 2022) requesting a safety study on this part of Blue Creek Road. The study process generally takes 12 to 18 months to complete.

The applicant has provided information on potential noise generation from the carwash bays and vacuuming station. The calculations are based on information from the equipment manufacturer. The calculations indicate the noise generated from these two activities would be between 39 and 42 dBA at the property lines to the north and northeast. A normal speaking voice registers at 40 to 50 dBA. Please see attached noise level chart. The City's adopted noise ordinance allows up to 55 dBA at the property line between a commercial zone and a residential zone during the day after 7 am and 45 dBA after 8 pm. The noise generation findings are within the noise limitations in the city code for these two specific activities on the site. Other noise generated from the business is not known but examples of activities that generate noise that carries would be other mechanical equipment (heating, cooling, pumps, filters), and automobile noise similar to a gas station or drive-through restaurant.

The proposed operational hours of the carwash are for 24-hour access. The Zoning Commission is recommending a condition that will restrict these operational hours. Lighting and signage can also be a concern. The applicant is proposing shielded security lighting on the building and overhead light standards in the area between the building, the streets and along property lines. The Zoning Commission is recommending a condition on lighting fixtures that will minimize the impact on adjacent property and traffic while providing visibility and security for the property. Proposed signs include a monument sign on the east side of the drive approach off Santiago Blvd and one wall sign on the west-facing facade of the building. Both will have internal illumination and the Zoning Commission is recommending a condition these signs not be lit during non-business hours.

STAKEHOLDERS

Planning staff reviewed the pre-application meeting information and sent the notice to interested parties and the surrounding property owners. The pre-application meeting materials are attached to this report. There are several parties that became involved during the zone change application process and many of these citizens live in the area of Cedar Park Subdivision. One public comment was received just prior to the Zoning Commission hearing regarding traffic safety on Blue Creek Road.

The Zoning Commission held its public hearing on January 3, 2023, and received the staff recommendation of conditional approval, testimony from the applicant and agent, and testimony from Don Vanica (2225 N Echo Drive), Michele Johnson (2705 Blue Creek Rd), Cecil Werven (4511 Shasta Ln), Wendy Stiff (4507 Bowman Dr), Charles Stiff (4507 Bowman Dr), Sherry Danielson (2214 Sumac Ln), Heather Haynes (4439 Bowman Dr), Jim Danielson (2214 Sumac Ln), Gregg Morgan (4532 Shasta Ln), and Terry Henneberry (4423 Bowman Dr). The Zoning Commission received seven written comments. These comments are attached. All testimony except for Mr. Morgan and the applicant's agent were opposed to the special review.

Scott Aspenlieder, agent for the owner, stated the owner has no objection to any of the proposed conditions. He stated the project has taken a long road to get to this point in the process. He stated it was his understanding the zone change (Zone Change 1017) to CX - Heavy Commercial was denied due to the other types of uses that could occur in that district - not that a car wash facility was not appropriate at this location. He stated any use of the property - car wash or otherwise - would require an applicant to seek variances from the CMU1 district requirements

to build to the property line. Mr. Aspenlieder stated the owner lives in Briarwood and also owns Blue Creek Storage directly adjacent to the subject property. He stated he reached out at every opportunity to discuss concerns with the neighborhood, but only one person contacted him about how to work with MDT on a safety study. He stated he sits on the Highway Commission as a representative of this MDT district, and he can offer informed assistance to residents. He stated the County recently sent a letter to MDT requesting a safety study for this section of Blue Creek Road. He stated these studies can take time and would need to be reviewed and recommendations approved by the Highway Commission prior to any improvements by MDT. Mr. Aspenlieder stated only 4 students (SD 2 - Middle School and High School) from Cedar Park subdivision walk down Santiago to catch the bus at Casey's corner. He stated they asked the city (Engineering) if they could build the new sidewalk on the north side of Santiago where it would be the most beneficial to these students, but this was not allowed. The new sidewalk will be built on the south side of Santiago next to the subject property. He stated there has been a queuing analysis that was reviewed by City Engineering. The final conclusions of the queuing analysis were approved by the City Engineer. The analysis shows there will not be queuing out into Santiago Blvd and internal circulation will work. He state the noise review from both the automatic wash bay blowers and the vacuums on the west side shows the noise at the property lines will be well below even the nighttime maximum in the city code. Mr. Aspenlieder stated the owner has agreed to the restricted hours of operation to find middle ground with the neighborhood. Blue Creek Rd is a commercial corridor at this location south of the Yellowstone River. The zoning is in place and development will happen because the public infrastructure is in place.

In response to a question from Commissioner Goss, Mr. Aspenlieder stated the peak hours for the car wash generally coincide with the peak traffic hours on Blue Creek Rd - 7 am to 8:30 am and 4 to 5:30 pm. Mr. Aspenlieder stated there is no intention by the owner to develop anything in the flood plain and the condition requiring a Landscape Architect to design the site will help preserve the flood plain intact. In response to a question from Commissioner White, Mr. Aspenlieder stated the peak hours for the self-service wash bays are not the same as the automatic wash bays. He stated if there is an open self-service bay, people will pull in but if all the bays are full, those potential customers keep going and will not queue and wait.

Mr. Vanica stated he was concerned with the internal traffic circulation and that it may allow cars to queue out onto Santiago Blvd. Mr. Vanica also stated the special review criteria (Criteria 3) specifically requires a proposed use to adhere to the zone district requirements. He also was confused why the applicant is requesting these variations from the code requirements through the special review because the Board of Adjustment normally reviews requests for variances. He stated the Commission should recommend denial based on these irregularities in the process as well as the internal site circulation issues.

Michele Johnson stated the residents in the area should have the biggest input on what goes on this property since they will be the most effected. She stated the service is not needed at this location since it is less than a three minute drive to the Holiday station car wash on South Billings Blvd. She stated the traffic to and from the car wash will just add more confusion to the chaos of traffic on Blue Creek Road. Ms. Johnson stated the comparison of traffic on S 32nd St W to Blue Creek Rd by staff does not make sense. She stated the Cedar Park Subdivision may have a second access road soon. She stated leaving out first responders from the discussion is not wise. She stated the Blue Creek Fire Dept objected to the zone change and their concerns have not been addressed by this application.

Cecil Werven stated he is opposed to the application because it has access on the local street and not the commercial street - Blue Creek Road. He stated the Zoning Commission should not be hearing the application because the zone change was denied and Section 27-1611 of the zoning prohibits a subsequent application on the same property for one year. Mr. Werven stated he does not believe MDT actually denied the drive approach on to Blue Creek Road.

Wendy Stiff stated the City Council made its decision at the zone change hearing on a 7-3 vote denying the project. She stated it was not denied based on other uses that might be allowed in the CX but by the zone change criteria findings and the proposed use. She stated the County's request for a safety study will bring new information to the Zoning Commission and would be vital information to have prior to any decision on this project. She stated the project does not meet the city's growth policy for infill. The cost burden to the existing residents is too high especially the Cedar Park subdivision residents. She stated Zoning Commissioners would be opposed if this were located on a corner near their own neighborhoods. She state Mr. Pimley, the owner, did reach out to their newly formed Blue Creek Corridor Commission to join and continue a dialogue. Mr. Pimley has since stopped communication with our group.

Charles Stiff spoke in opposition to the request. He stated the location of this car wash makes as much sense as the new Chick-fil-A at Rosebud and 24th St West. He stated all the residents in the room were opposed to the special review. He stated the Zoning Commission should not be hearing this application since the denial of the zone change happened less than one year ago. He stated developers and consultants receive special treatment from staff and Commission. He stated people are tired of the rubber-stamping that goes on at the expense of the existing neighborhoods. He stated both the Ward 3 Council members voted against the zone change. He stated he was

concerned the car wash could have bottlenecks if people drive in with trailers or RVs.

Sherry Danielson stated she has lived in the Blue Creek area for 43 years and is opposed to the use of this corner for a car wash. She stated she has watched the traffic increase in volume and speed over the years. She stated there are not just trash trucks going to landfill anymore. Landfill traffic includes large 18-wheeler side dump rigs as well as pick up trucks. She stated the road has about three wrecks a year at Jellison and Blue Creek Road and these are not minor fender benders. She stated these crashes take out guardrails and have serious injuries. She stated 250 vehicles using this car wash every day will just add to the terrible traffic situation on Blue Creek Road. She also stated this owner is not managing or maintaining the storage unit property very well. She stated all the trees died that were planted in the front yard and was only mowed twice last summer. She does not believe the owner will take care of this property any better than the storage units. She stated when the owner needs to ask for seven variances, then the Zoning Commission should just deny the request.

Heather Haynes stated she was opposed to the application. She stated she has lived here for 12 years and is a single mother of four kids. She stated the out-of-date MDT traffic study does not include any of the new traffic from all the County subdivisions done since 2006. She stated the Assistant Fire Chief for the Blue Creek Fire Department asked MDT for a yellow flashing light on Blue Creek Rd when the fire station moved out of Cedar Park and onto Blue Creek Rd. MDT denied the requested flashing light. She stated the expectation that MDT would make safety improvements is not reasonable. She stated building a new sidewalk on the south side of Santiago is useless. She would not let her kids use it when they would have to coss Santiago to get to Casey's Corner for the school bus. She stated that queuing of cars for the car wash could potentially block Santiago Blvd creating a safety hazard for her neighborhood. She stated the landfill traffic is already a problem and this car wash would just add to that issue. She stated none of the residents in the area need a car wash.

Jim Danielson stated he is very concerned about more water getting on Santiago Blvd in the winter. He stated it is already a problem just from the water filling stations on the north side of Santiago.

Gregg Morgan stated he probably lives closest to the new car wash property. He stated the applicant has worked to address his concerns. He is not opposed per se and will probably use the car wash when it is built. He stated he is concerned about what use could be allowed by right if this project is denied. He was concerned the alternatives might be worse for the area than the proposed car wash.

Terry Henneberry stated he has lived in the area for over 40 years. He state the owner should have considered connecting this property with the storage unit property before now. He stated the wait time to get our of Cedar Park onto Blue Creek Rd is longer morning and evening. He stated he was not concerned with the vacuum noise because it is the blower noise that is more powerful. He stated he works up at the airport and the building he has to go into requires a secure entry with an intercom. He stated when the rental car automatic car wash went in about 300 feet away, when the blowers are on, he cannot hear anything on the intercom at the secure door. He stated the use of Santiago Blvd - a local street - for the driveway to the car wash is not right. The street is not a commercial street. He stated he thinks the owner is trying to squeeze too much on the property without regard to its effect on other people.

Mr. Aspenlieder provided rebuttal and clarification on the application. He stated there is no way his consulting firm or his clients get special treatment. He stated in the last 10 years representing clients in the city, he has received negative recommendations from staff, from the City Zoning Commission and the City Council. He state the staff and the public boards all do a great job evaluating projects to make sure they don't impact residents and further the goals of the community. He stated there are some neighbors who are satisfied with work they have done over the last few months to change the overall site plan and iron out issues. Those residents are not here tonight. He stated the issue over the number of students using Casey's Corner for a bus stop is a misrepresentation of my statement. The four students I noted are come down Santiago Blvd. School District 2 picks up 22 students total from Casey's Corner and only four come from the Cedar Park neighborhood.

The Zoning Commission closed the public hearing. Commission member David Goss made a motion to forward a recommendation of conditional approval, including the requested variations and adoption of the findings of the review criteria. The motion was seconded by Commission member Trina White and the motion was approved on a 3 to 0 vote.

ALTERNATIVES

The City Council may take one of the following actions:

- Conditionally approve the request and adopt the findings as recommended by the Zoning Commission;
- Deny the special review request and adopt different findings of the review criteria;
- Delay action of the application until the next regular meeting; or
- Allow the applicant to withdraw the application.

The City Council may add conditions of approval or amend the recommended conditions of approval. The applicant has not requested a withdrawal of the application.

FISCAL EFFECTS

The Planning Division budget should not be effected by either approval or denial of the requested special review.

SUMMARY

PROPOSED FINDINGS OF THE REVIEW CRITERIA (27-1623.D)

1. The special review use is consistent with the City's growth policy and applicable neighborhood plans, if any.

Applicant:

Essential Investments - The proposed project is classified as an "infill development" making it very cost-effective to provide essential City services to the property. In addition, proposed with this project is street widening on Santiago Boulevard to alleviate voiced concerns of adjacent neighbors with ability to enter Blue Creek Road, in addition to provision of sidewalk and curb and gutter on the south side of Santiago to allow for safe pedestrian traffic along the subject lot's frontage. The proposed sidewalk and road improvements will end at the subdivision extents along Santiago, however they could be extended further should the area residents wish to petition a Special Improvement District to improve the roads and safety throughout the entire area.

Strong Neighborhoods - The proposed project will provide a service to the Blue Creek area of the City of Billings that is not already provided and often needed, currently requiring residents to travel back across the Yellowstone River in order to utilize such facilities. By implementing the proposed use in accordance with the Infill Policy, this development will also improve a currently under-utilized property that has remained vacant, and will begin contributing greater tax revenue to the City that can be utilized for other services within the neighborhood.

Mobility and Access - The proposed project offers to improve the Santiago Boulevard leg of its intersection with Blue Creek Road to improve accessibility onto Blue Creek Road. Concerns voiced by residents regarding speeds on Blue Creek Road are sympathized with, however it is not believed development of the proposed lot affects these concerns as 1) mitigation of these concerns would need to be addressed by a combination of MDT, the City of Billings, and Yellowstone County, and 2) traffic generated by the proposed use is well below being statistically significant (i.e <500 trips per day). Zoning - The proposed project complies with the regulations outlined in the new zoning code in the following ways: the description of the CMU1 zone district includes "Commercial uses in the CMU1 district may be somewhat larger in scale and more flexible than the neighborhood mixed-use district, including more auto-oriented uses such as gas stations." The owner and agent believe that a car wash falls directly in line with the statement "more auto oriented uses".

Zoning Commission: There are nine Growth Guidelines in the 2016 City of Billings Growth Policy including Essential Investments, Placemaking, Community Fabric, Strong Neighborhoods, Mobility & Access and Prosperity. These six guidelines are most relevant to the proposed special review use for a carwash.

The Zoning Commission agrees with the applicants' findings for **Essential Investments.** The city spent several million dollars to provide water and sewer services south of the Yellowstone River along Blue Creek Road. There are very few users that are taking advantage of these valuable city services. Encouraging additional users to join the system helps preserve this investment, and increases the sustainability of system over time.

Placemaking:

"Public and private partnerships are valuable for creating enhanced entryways into Billings."

The proposed site plan and location can be an enhancement for this corner of the intersection. The Zoning Commission is proposing conditions to enhance this entryway into Billings.

Community Fabric:

"Developed landscape areas in commercial areas encourage more pedestrian activity and vibrant commercial activity."

"Attractive streetscapes provide a pleasant and calming travel experience in urban and suburban neighborhoods."

"Cost-effective landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors."

The Zoning Commission is proposing conditions and enhancement for the street frontage landscaping.

Strong Neighborhoods:

"Implementation of the Infill Policy is important to encourage development of underutilized properties."

This is theme throughout the 2016 Growth Policy guidelines to encourage infill on lots where city infrastructure already exists and is not used. Building miles of water and sewer lines for very few users is not a sustainable investment. The water line was extended in 2003 and sewer lines in 2009. There are only a few hundred rate payers on this end of the system that extends more than 3 miles past the city's coterminous city limits.

Mobility and Access:

"Development of safer routes to school or to school bus stops is important because it promotes physical health and reduces vehicle trips, earning parents more time and less costs for transportation."

Casey's Corner, the gas station and convenience store to the north of the subject property, is the primary school bus

stop for children in the Cedar Park Subdivision. None of the streets in Cedar Park have sidewalks or other standard street improvements. The proposed project will provide city-level improvements on the south side of Santiago Blvd, but more importantly the project will widen the intersection to allow right turn and left turn lanes, so traffic does not back up on Santiago Blvd. While this will not provide an off-street pedestrian sidewalk, it will reduce the existing potential conflict between walkers on the north side of Santiago and cars queued to turn onto Blue Creek Road. Other intersection improvements can include pavement markings and traffic control signs warning drivers of pedestrian traffic.

Prosperity:

"Successful businesses that provide local jobs benefit the community."

The proposed business has proven successful in providing local jobs and approving the special review would support expansion of the economic base of Billings. There are larger carwash facilities in Billings with more automated wash bays and self-service bays than this location. The applicant has proposed a size of business that fits the site as well as the market for the proposed use in this area. The South Hills and other points south of Billings provide abundant access to off-road recreational activity including hunting, fishing, hiking, biking and other outdoor activities. Off-road driving builds up mud, dirt and dust that many owners want to wash off as soon as possible. Providing this service south of the river will make this service more convenient for recreation users as well as residents in the area.

2. The establishment, maintenance, or operation of the special review use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

Applicant: The proposed car wash is a beneficial use for the site given the site's property and topographical constraints. A car wash has limited parking requirements when compared to other uses. In addition, landscaping is proposed to be incorporated on the property in accordance with Zoning Code requirements for the underlying zoning and adjacent districts.

Zoning Commission: Public health and safety will not be endangered or detrimentally effected by the proposed use based on the proposed site and off-site improvements. The current traffic management of the intersection with Santiago Blvd and Blue Creek Road will be improved by widening the approach so right turn and left turn lanes can be added. The informal turn-around on the subject property will be closed off, removing a traffic conflict in proximity to the intersection. Curb, gutter and public sidewalk will be added to the south side of Santiago Blvd. Lighting on the property will provide better visibility of the intersection and on the north side of the storage facility. There are no streetlights on Blue Creek Road or Santiago Blvd. According to publicly reported calls for public safety services, there have been only 6 calls for services in the past 6 months. Three of those calls were at the convenience store. Convenience stores and gas stations provide opportunities for crime due to the nature of the business. Carwash facilities generally are not locations for crime opportunities. The proposed use should not be detrimental to the general welfare. Improvements to vacant property tend to have the opposite effect by providing certainty to the area, increasing the tax base and supporting city services where they already exist.

3. The site for the proposed use is adequate in size and topography to accommodate the use while meeting the other requirements of this Zoning Code, including zone district dimensions, landscaping requirements, and parking.

Applicant: The subject property has historically been a difficult property to develop provided existing property and topographical constraints including an existing 26' sanitary sewer easement for the City of Billing's main collection line, 100-year floodplain boundary encroaching on the west side of the property, and steep slopes along the east and northeast portion of the site. Given this, corner and frontage build-to requirements for the subject property are in essence infeasible to meet, and limit the ability of ANY development to meet standard landscaping and parking requirements.

Zoning Commission: The Commission agrees with the applicant and has recommended the proposed variations from the zone district building, siting and use standards be granted and recommended enhancements to the street frontage landscaping to offset these variations. The size of the facility takes into account the size and limitations of the property.

4. The special review use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Applicant: The proposed use is compatible with nearby uses which include a water fill station to the north, storage units to the south, and the City's pump station to the northeast. A buffer of roadway is provided between the subject property and the nearest residential uses. In addition, the proposed car wash has been laid out to place potential noise impacts furthest from and directed away from the nearest residential properties.

Zoning Commission: Property values and the use and enjoyment of property in the area will not be diminished or impaired by the proposed car wash. Property valuation is primarily based on individual property improvements but also on the stability and certainty of uses on adjacent property. Until 2017, the property along Blue Creek Road south of Santiago Blvd was a vacant field with some informal storage by the owner. The larger lot was zoned Community Commercial and this smaller lot was zoned Neighborhood Commercial. In 2021, the larger parcel updated to Heavy Commercial (CX) to match the storage facility use and to CMU1 for this parcel to reflect the location at the entrance to a residential neighborhood. The parcels on the north side of Santiago Blvd are also zoned CMU1. Development of land for any use tends to increase property values within the immediate area. The development is not within the

Cedar Park Subdivision and is on a major arterial street - a secondary highway as designated by the state.

5. The special review use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
Applicant: As development of the subject property is an in-fill development, the surrounding properties have all been developed excepting the lot on the NE corner of Santiago and Blue Creek Road. With that being the case, development of this lot would not impede the normal development of surrounding properties, and would benefit the development of the property on the NE corner of Santiago and Blue Creek road by widening the Santiago Boulevard frontage adjacent to that property.
Zoning Commission: The Zoning Commission agrees with the assessment of the applicant. The lot on the northeast corner of the intersection has a concept development plan that is compatible with the proposed carwash. This lot also received site and building variances from the CMU1 district requirements due to the flood plain across the street frontage. Other lots with Blue Creek frontage (east side) in the area are all developed.

6. Conditions necessary to protect the public health, safety, and general welfare can be established.
The Zoning Commission recommends the following conditions of approval based on the above findings and the applicant's stated intent. These conditions will be related to the listed categories above, but may include other issues specific to the use for a car wash.
1. This special review approval is for the development and operation of a carwash with two automatic wash bays and four self-service wash bays, five outdoor vacuuming stalls on the west side of the lot as well as parking on Lot 1, Blue Creek Storage Subdivision a 39,934 square foot parcel of land.
2. The carwash will be developed in substantial conformance to the submitted site plan along with any conditions of this approval. Operational hours will run from 5 am to 10 pm daily.
3. The building design and elevations will be as substantially shown on the drawing dated 9-22-2022 as prepared by AT Architecture - plan sheet A4.0.
4. The applicant will install a site obscuring wall in the general location shown on plan sheet C1.1 - southeast property line and a portion of the north property line along Santiago Blvd. This will be a masonry wall or a facsimile of masonry such as "Rhino Rock" and will use earth tones for the materials. Wood, vinyl and chain link are not allowed materials for this installation. The intent of the installation is a visual and sound barrier. The proposed sight obscuring fence on the south side of the property may be wood or matte-finish vinyl material.
5. The applicant will install and maintain the required number of street trees along the inside of the new sidewalk (and masonry wall) on Santiago Boulevard. The trees will be a mixture of deciduous trees that will not impede or damage the existing or future underground infrastructure. Trees will be chosen from the Billings Tree List (pages 6 and 7 attached). The outdoor vacuuming stalls on the west property line will be shielded from traffic on Blue Creek Road with a combination of ornamental grasses, shrubs including evergreen shrubs.
6. The landscape plan for the entire parcel and the street trees will be designed and stamped by a Montana licensed landscape architect.
7. The applicant will show on the site plan submitted for Building Permit the area planned for snow storage and the location and specification for the trash enclosure.
8. All landscaping shall be installed and maintained free of debris and trash on a regular basis. Dead plant material will be replaced with like materials as expeditiously as possible. All irrigation systems will be maintained in proper working order.
9. Pavement markings shall be provided to show direction of vehicle travel within the site, and pedestrian crossings and stop lines and signs at the access points on to Santiago Blvd. shall be installed.
10. There shall be no internally illuminated fascia on the building and all exterior lighting mounted on the building shall have full cut-off shields so no part of the lens or fixture is visible below the shield.
11. All parking lot light standards shall have full cut-off shielding so no part off the lens or fixture is visible below the shield. The maximum height of the light poles - including the base and fixture - is 15 feet above grade.
12. There will be no exterior building wall signs on the east building facade. Window signs are allowed on the entry doors.
13. Any signs on the site including attached building signs, freestanding signs and temporary signs will comply with the City Sign Code that applies to Corridor Mixed Use 1 (CMU1) zone districts at Section 27-1407.C. Lighted signs will not be lit during non-operational hours (between 10 pm and 5 am).
14. The applicant will submit a Building Permit within 1 year of City Council conditional approval and will complete the site development within 2 years of the issuance of a Building Permit. Failure to submit or complete the approved project within this time frame will void the conditional approval.
15. The requested variances from the CMU1 Building and Site Standards and from the Use Standards for a carwash are specifically approved with this special review and include the following: build-to ranges on both street frontages; build-to corner requirement; minimum front lot line building coverage; front door and window percentage on front facade; location of surface parking; location and orientation of wash bay doors; location of outdoor vacuuming stations; and maximum spacing of street trees on the eastern end of the north property line.
16. Modification of the approved special review use is allowed with the following limitations: 10% or less expansion of the gross floor area, 10% or less increase in the number of potential building occupants, and 10% or less new parking

stalls. Expansions also require conformance with all other requirements of the Zoning Regulations and other City of Billings code requirements.
17. The cessation of the special review use for more than 6 consecutive months, shall extinguish this conditional approval and the use may not be re-established except through a new special review approval of the City Council
18. The City Council reserves the right to re-open the conditional approval of this use at this location based on the failure to respond within 45 days of a notice of noncompliance with the specific conditions of approval. The City Council will notify the owner of its intent to re-open the Special Review at least 60 calendar days ahead of any public hearing on the matter.
19. These conditions run with the land use and are binding upon and must be adhered to by the property owner and any successors, transferees or assigns.
20. The right of building and occupancy permits are contingent upon the fulfillment of all conditions imposed by this approval.

7. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
Applicant: The proposed facility will go through a full engineering and permitting review from City of Billings Public Works for site layout and utility conformance to City of Billings Regulations. A queuing analysis has been completed for the project and has been accepted by City Engineering.
Zoning Commission: The Zoning Commission concurs with the applicant's statements and positive findings on utilities, access roads, drainage and necessary facilities. There are no site specific conditions that would hamper the applicant's ability to fulfill the local and state regulations for access, utilities, drainage or other necessary facilities.

8. Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion in public streets.
Applicant: A queuing analysis has been completed and accepted by City Engineering.
Zoning Commission: The proposed improvements to Santiago Blvd along with the closure of the informal access and turnaround on the subject property will minimize congestion on public streets.

9. The special review use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the city council.
Applicant: Topographical and property boundary easements will necessitate this lot be granted variances from certain requirements included in CMU-1. Those variances include:

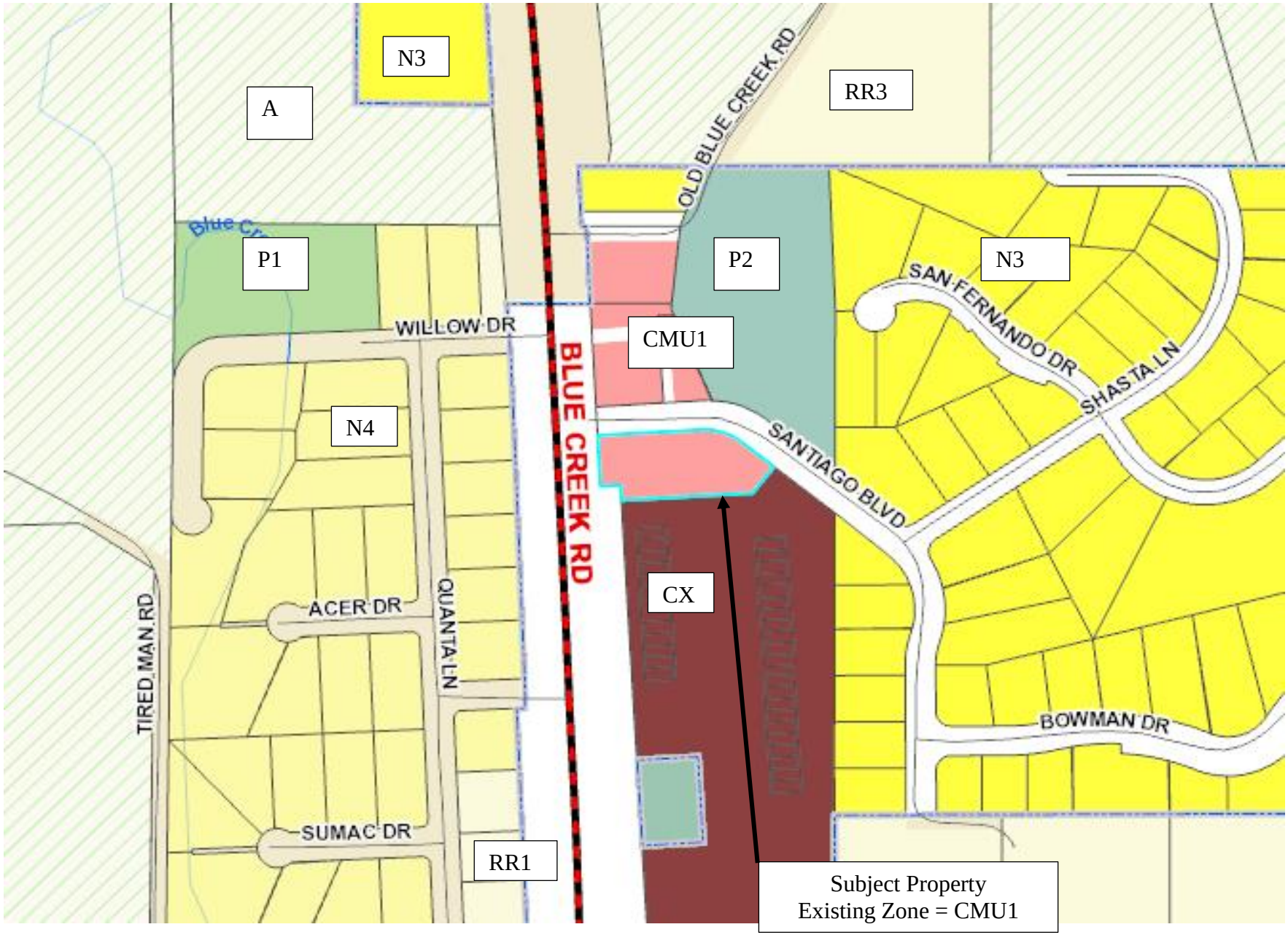
- Required to build to the corner of the lot
- Occupy 65% of the front lot line
- Build to within 5-20 of the street-side lot line and front lot line
- Place parking on the rear, internal, or side of lot
- Window and door coverage on front facade
- Number of front facade entries
- Tree planting and landscape near eastern lot line with steep slopes - proposed to utilize sight-obscuring fence in this area until grades shallow out to accommodate frontage plantings.

Zoning Commission: The Zoning Commission has agreed to these variances from the CMU1 standards for building and siting as well the use standards for carwash facilities. See proposed condition 15 above.

Attachments

Zoning Map and Site Photos
Preapplication meeting materials
Application and Letter
Site Plan and Elevations
Updated Queuing Analysis
Engineering Comments on Queuing Analysis
Noise Level Chart
2004 MDT Speed Zone Study Blue Creek Rd
2006 MDT follow up speed zone
Outdoor Lighting Plan
Billings Recommended Tree List
MDT written denial of approach or frontage road on Blue Creek Rd
Comments as of Jan 4

City Special Review 995 – Carwash at Sanitago Blvd and Blue Creek Rd
Zoning Map and Site Photos




OLD BLUE CREEK RD
SAN FERNANDO DR
WILLOW DR
BLUE CREEK RD
SANTIAGO BLVD
QUANTA LN
SHASTA LN
ACER DR



Subject Property – view south from Santiago Blvd



Subject Property – view south and east from Santiago Blvd



View west on Santiago Blvd to intersection with Blue Creek Rd



View east on Santiago Blvd





View north and east across Santiago Blvd



View north across Santiago Blvd





View east across Blue Creek Road



View west down Santiago Blvd to Blue Creek Rd

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**: Corridor Mixed Use - 1 (CMU-1)
Special Review
2. **Written description of the ~~Zone Change~~ Plan** including existing and proposed new zoning:
Owner intends to construct a car wash building with 4 manual bays and 2 automatic bays.

3. **Subject Property Map**: please attach to this form
4. **Legal Description of Property**:
Lot 1 of Blue Creek Storage Subdivision
5. **Neighborhood Task Force Area**: Yes /// No . If Yes, Name of Task Force and mailing address of Chairperson:
No, Charles Stiff of Blue Creek Corridor was included on mailers.
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 21, day of November, 20 22.
Special Review
2) The ~~zone change~~ application is based on materials presented at the meeting.

Owner (s): _____ Telephone: _____

Address: _____ Email: _____

Agent (s): Taylor Kaporick Telephone: 406-384-0080

Address: 608 N. 29th Street Email: taylor@performance-ec.com

Billings, MT 59102

PERFORMANCE

Blue Creek Car Wash – Neighborhood Meeting

Special Review Pre-Application

November 21, 2022

Name	Address	Phone #
Mykel Johnson	2705 Blue Creek Rd.	
Roxy Skillicorn	4431 Bowman Dr	555-2414
JACQUIE KITSON	2105 SANTIAGO BLVD.	406 861-2053
Rhiannon Briggs	4506 San Fernando	406-208-6403
CECIL WERVEN	4511 SHASTA LN	406-252-4153
Wendy SKFC	4507 Bowman Dr.	406-670-5643
Charles SKFC	4507 Bowman Dr.	406-792-5175
Shannelle + Ryan Clark	2710 Summer Dr	406-794-4191
Meghan Pauley	2459 Tonya	406-697-4113
Jeff Megan + Jackie Ellsbury	4532 Shasta Ln	406-208-0715

BLUE CREEK CAR WASH

2315 BLUE CREEK RD

BILLINGS, MT

APN: DESIGNED BY	QUALITY ASSURANCE
APN: DRAWN BY	TJK CHECKED BY
11/29/20 DATE	11/29/20 DATE

REV. BY	DATE	CHKD BY

SHEET TITLE

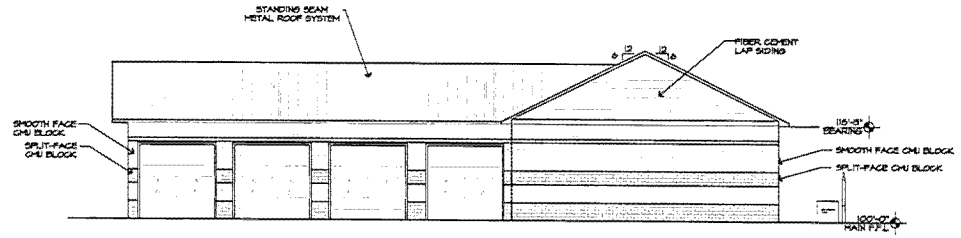
SANTIAGO BOULEVARD IMPROVEMENTS

PROJECT NUMBER
2019-010

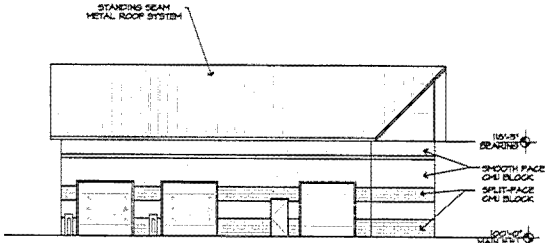
SHEET NUMBER
1 OF 2

DRAWING NUMBER
1

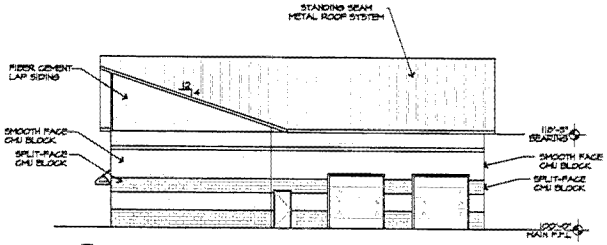
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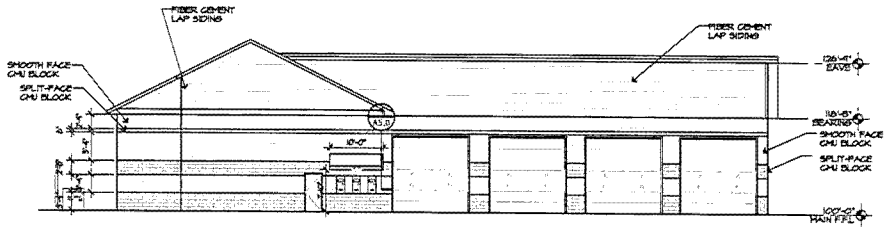
1 A4.0 LEFT ELEVATION
Scale: 3/32" = 1'-0"



2 A4.0 REAR ELEVATION
Scale: 3/32" = 1'-0"



3 A4.0 FRONT ELEVATION
Scale: 3/32" = 1'-0"



4 A4.0 RIGHT ELEVATION
Scale: 3/32" = 1'-0"

NOTE: COORDINATION IS REQUIRED BY ALL TRADES SO NO CONFLICTS IN LOCATION OF DUCTS, CONDUITS, SPRINKLER HEADS, DIFFUSERS, ELECTRICAL BOXES, EQUIPMENT, ETC. OCCURS. GENERAL CONTRACTOR TO COORDINATE ALL TRADES.

GENERAL NOTES:

1. SEE STRUCTURAL FOR COLUMNS, FLOOR SLABS, SUB BASE, COMPACTION, FOUNDATION WALLS, AND FOOTINGS.
2. SEE CIVIL FOR GRADING, PAVING, DRAINAGE AND UTILITY LOCATIONS.
3. SEE MECHANICAL FOR HVAC AND PLUMBING.
4. SEE ELECTRICAL FOR SERVICE ENTRANCE, POWER AND LIGHTING.
5. SEE PRE-MANUFACTURED BUILDING SHOP DRAWINGS FOR METAL BUILDING CONSTRUCTION.

AT ARCHITECTURE

STATE OF MONTANA · BILLINGS · JOHN P. LAWRENCE · 12510 · REGISTERED ARCHITECT

BLUECREEK CARWASH

BILLINGS, MT

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DATE: 09/09/2022
DRAWN BY: MM
CHECKED BY: JPL
REVISIONS:

EXTERIOR ELEVATIONS & SECTIONS

A4.0

PERFORMANCE ENGINEERING
608 North 29th Street, • Billings, MT 59101 • (406) 384-0080

November 14th, 2022

Dear Interested Neighbor,

On behalf Blue Creek Storage, LLC (Owner), *Performance Engineering, LLC* is writing to inform you of a special review pre-application neighborhood meeting being held on **Monday, November 21st**, at **6:00 p.m.** Due to the space necessitated for the number of interested parties in addition to potential travel conflicts with the holiday season, **the special review neighborhood meeting will be held online via Zoom** to allow for all interested parties to be able to attend**.**

Please see the following information below for access the Zoom meeting:

Go to the following Website: **zoom.us/join**
Meeting ID: **814 808 7999**
Password (Case Sensitive): **7XCn6s**

The owner is requesting that the property shown on the attached exhibit (Exhibit 1) and described below be provided a special review to allow for a car wash to be built under the existing zone district of Corridor Mixed Use – 1 (CMU1).

> **Lot 1 of Blue Creek Subdivision, located in Billings, Montana. The lot is a total of 0.917 acres, generally located on the southeast corner of Blue Creek Road and Santiago Boulevard.**

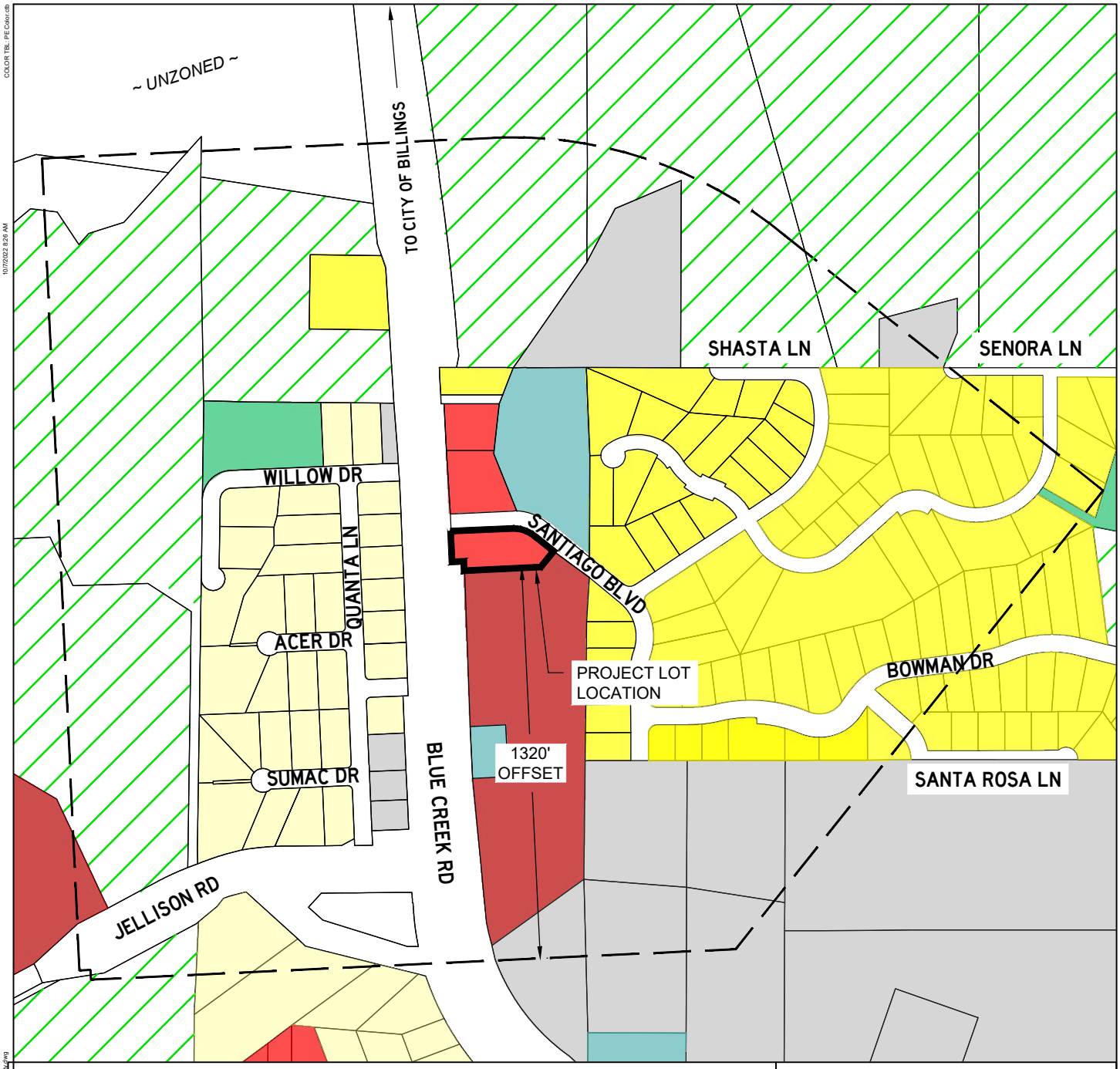
The intent of the meeting is to make neighboring property owners aware of the intent to construct a new car wash facility with several vacuum islands on the subject property, discuss any concerns with the proposed use, and to answer questions about the project. The property is located in a **Corridor Mixed Use 1 zoning district**. The special review application will be presented to the *City of Billings* to accommodate the proposed use on the lots.

Representatives for *Performance Engineering, LLC* will be on the Zoom meeting to answer questions from those who attend. For those unable to attend the Zoom meeting, written letters can be directed to Performance Engineering at **608 North 29th Street, Billings, MT 59101**, attention Scott Aspenlieder, PE, or emails may be sent to scott@performance-ec.com. We look forward to discussing the proposed zoning change with you and hope to see you on **November 21st.**

Sincerely,

Taylor Kasperick

Taylor Kasperick, PE
Project Manager



LEGEND

- A (AGRICULTURE 10+ ACRES)
- P1 (PARKS & OPEN SPACE)
- N4 LARGE LOT SUBURBAN NEIGHBORHOOD
- RR1 (RURAL RESIDENTIAL 1-2.9 ACRES)
- CMU1 (CORRIDOR MIXED USE 1)
- CX (HEAVY COMMERCIAL)
- N3 (SUBURBAN NEIGHBORHOOD)
- P2 (PUBLIC, CIVIC, & INSTITUTIONS)
- PROJECT PROPERTY
- LOT LINE, TYP.

LEGAL DESCRIPTION

S20, T01S, R26E,
BLUE CREEK STORAGE
SUBDIVISION LOT 1

0 500 1000
IN FEET

PROJECT TITLE
BLUE CREEK CAR WASH
SPECIAL REVIEW

SHEET TITLE
1,320-FOOT RADIUS MAP

DRAWN BY
APN

DATE
10/2022

CHECKED BY
SAA

CLIENT
BLUE CREEK STORAGE

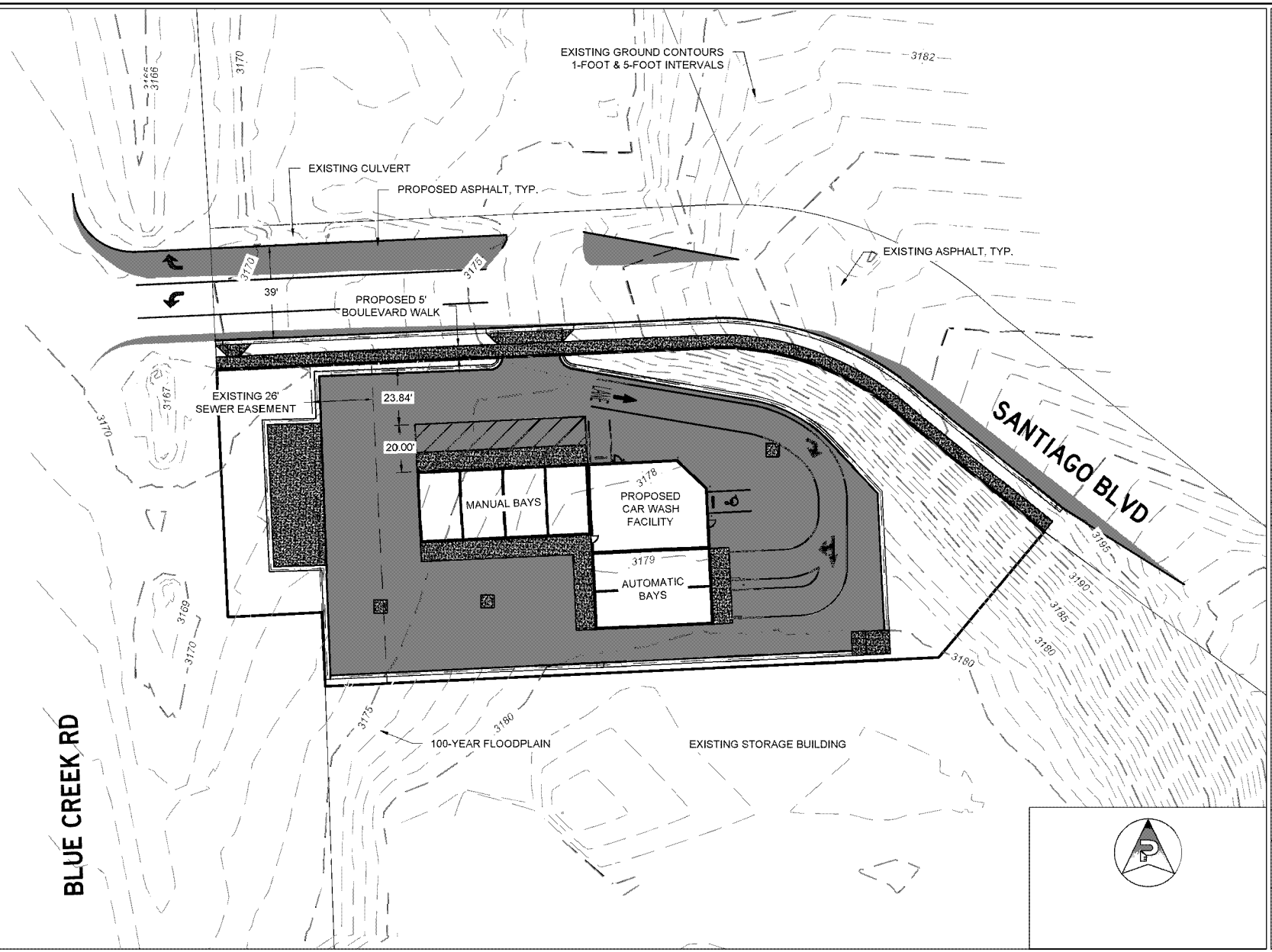
2222 VIRGINIA LANE
BILLINGS, MT 59102

PERFORMANCE ENGINEERING
608 NORTH 29TH STREET
BILLINGS, MT 59101
(406) 384-0080
www.performance-ec.com

EXHIBIT
A

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COLOR TBL_PE Color.ctb
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BLUE CREEK CAR WASH

2315 BLUE CREEK RD

BILLINGS, MT

APN	QUALITY ASSURANCE
DESIGNED BY	
APN	TJK
DRAWN BY	CHECKED BY
11/2022	11/2022
DATE	DATE

REV BY	DATE	CHKD BY

SHEET TITLE

SANTIAGO BOULEVARD IMPROVEMENTS

PROJECT NUMBER
2019-010

SHEET NUMBER
1 OF 1

DRAWING NUMBER
1

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PE STANDARD.CTB

PERFORMANCE ENGINEERING
608 North 29th Street, • Billings, MT 59101 • (406) 384-0080

November 16th, 2022

Dear Interested Neighbor,

This letter is being provided on behalf Blue Creek Storage, LLC (Owner) by *Performance Engineering, LLC* to provide meeting information in addition to that sent out on Monday, November 14th. The meeting time of **Monday, November 21st**, at **6:00 p.m.** and availability to attend via the Zoom information provided below has not changed, with this letter informing you of the additional in-person meeting availability at the Billings Hotel and Convention Center on the same date and time. This meeting will be held as a hybrid presentation with both online participation and in-person attendees welcome. The **Zoom special review neighborhood meeting login information** is provided below along with the **address and room number for in-person option**.

Please see the following information below for access the Zoom meeting:

Go to the following Website: **zoom.us/join**
Meeting ID: **814 808 7999**
Password (Case Sensitive): **7XCn6s**

Please see the following information below for in-person meeting:

Location: **Billings Hotel and Convention Center**
Address: **1223 Mullowney Lane, Billings, MT 59101**
Room: **Parlor 1001**

The owner is requesting that the property shown on the previously provided exhibit (Exhibit 1) and described below be provided a special review to allow for a car wash to be built under the existing zone district of Corridor Mixed Use – 1 (CMU1).

> **Lot 1 of Blue Creek Subdivision, located in Billings, Montana. The lot is a total of 0.917 acres, generally located on the southeast corner of Blue Creek Road and Santiago Boulevard.**

The intent of the meeting is to make neighboring property owners aware of the intent to construct a new car wash facility with several vacuum islands on the subject property, discuss any concerns with the proposed use, and to answer questions about the project. The property is located in a **Corridor Mixed Use 1 zoning district**. The special review application will be presented to the *City of Billings* to accommodate the proposed use on the lot.

Representatives for *Performance Engineering, LLC* will be on the Zoom and in attendance to answer questions from those who attend. For those unable to attend the meeting, written letters can be directed to Performance Engineering at **608 North 29th Street, Billings, MT 59101**, attention Scott

Aspenlieder, PE, or emails may be sent to scott@performance-ec.com. We look forward to discussing the proposed zoning change with you and hope to see you on **November 21st.**

Sincerely,

Taylor Kasperick

Taylor Kasperick, PE
Project Manager

Preapplication Neighborhood Meeting Minutes and Roster – Special Review Application

Property: Lot 1 of Blue Creek Storage Subdivision, Section 20 Township 01S Range 26E

Attendees:

- See attached sign in sheet from the in-person attendance. Attendees on the Zoom meeting are listed below, as well as shown in the Chat log from the meeting recording.
    - Roxy Shilhanek
    - Susan Hendrickson
    - Shirley Meyers
    - Heather
    - Buchanan's
    - Two "iPhone Attendees" with no name identified or provided.
    - "Owner" with no name identified or provided

Meeting Notes:

- A presentation was prepared and provided by Performance Engineering's (PE's)Scott Aspenlieder and Taylor Kasperick. The presentation materials are provided with this submittal, as well as a recording, chat log, and audio recording from the meeting at the link below.
- In general, multiple residents raised concerns regarding the traffic and speeds on Blue Creek Road. Much discussion was had regarding this topic, including how this would be eventually addressed including having a speed study or traffic study commissioned by MDT at the request of the City and/or County. Scott offered to assist the residents in contacting the best individuals at each entity in order to facilitate this.
- Multiple residents raised concerns regarding the existing approach of Santiago Boulevard and Blue Creek Road. These concerns largely revolved around kids walking to Casey's Corner, turning onto Blue Creek Road, and traffic to the site. In regards to kids walking to Casey's Corner, PE described the proposed improvements that will hopefully make this safer by widening the roadway along the frontage of Blue Creek Storage Subdivision to provide a right and left turn lane onto Blue Creek Road from Santiago, as well as sidewalk and curb and gutter on the south side of Santiago. Many neighbors did not like that the proposed sidewalk is on the south side of the road instead of the north, but it was noted by PE this is requirement of the City and it was discussed about potentially putting it on the north side in lieu of the south but the City would not allow that. Lastly, traffic to the site was discussed in that a car wash is naturally a "passer-by" destination that does not generate as much traffic as other uses. A comparison of the car wash to other uses that are Allowed by Right in CMU-1 was provided to the attendees for a point of reference.
- Discussion was held as to why the property is not being accessed off Blue Creek Road. PE discussed this is because an approach to the property off Blue Creek Road would be too close to the existing intersection of Blue Creek Road and Santiago (<130') and MDT would not allow another approach that close to the existing intersection with access off another

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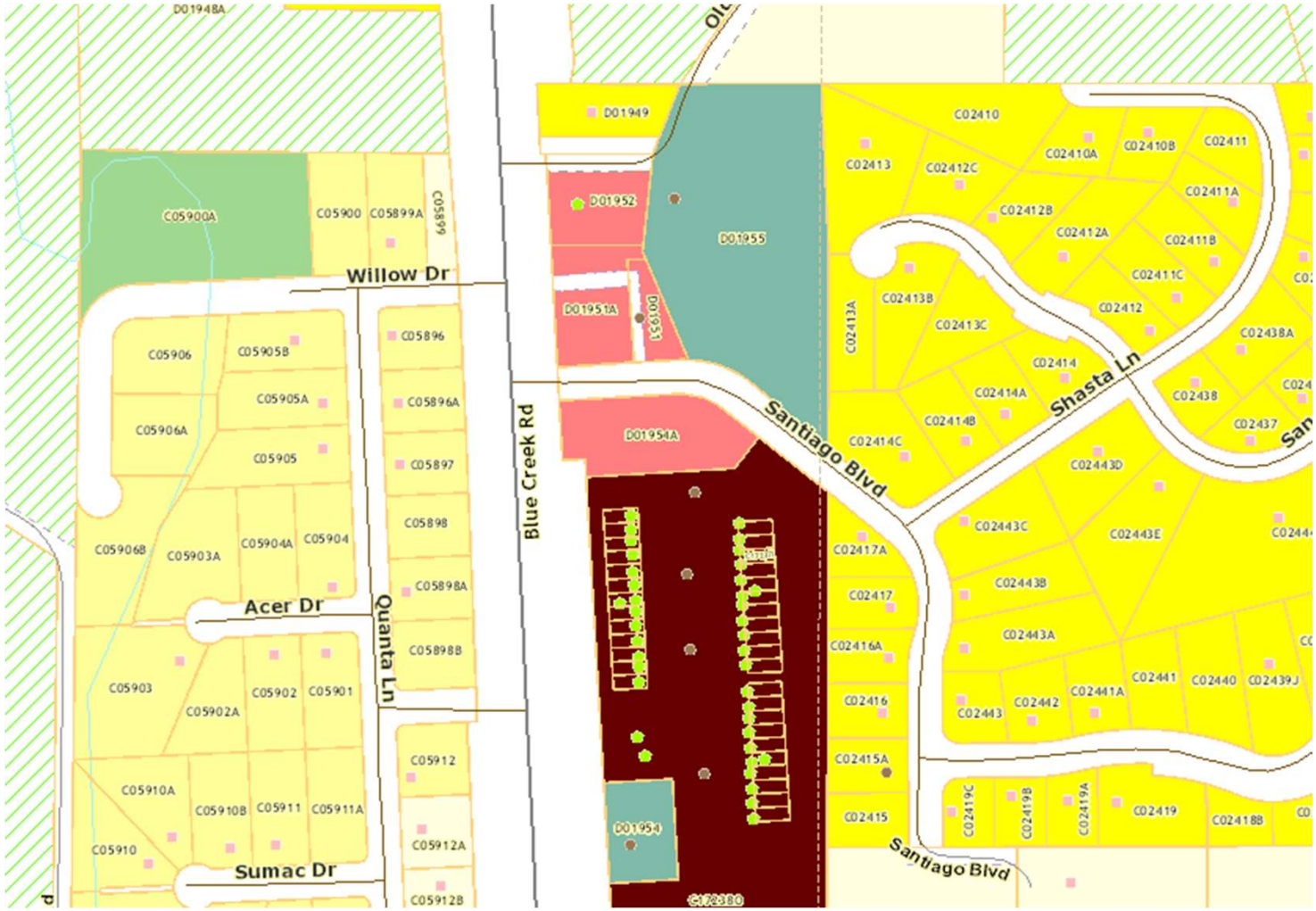
public road being available. It was also discussed how other means of access, including a frontage road the Storage lot's access, was discussed with MDT and eventually denied due to ownership and maintenance concerns of MDT.

Pre-Application Neighborhood Meeting Recording:
https://www.dropbox.com/t/7pwHEJBVSVLSjXLP

406-384-0080
608 North 29th Street
Billings, MT 59101
performance-ec.com

Zoning Map

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Corridor Mixed Use Background

PERFORMANCE ENGINEERING

C. CMU1: CORRIDOR MIXED-USE

The CMU1 district is intended to accommodate commercial and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking. Commercial uses in the CMU1 district may be somewhat larger in scale and more flexible than the neighborhood mixed-use district, including more auto-oriented uses such as gas stations. While ground stories along streets are intended for commercial uses, the upper stories could accommodate residential and/or office uses.

Some Permitted (Allowed) Uses in CMU-1 per Table 27-1000:1

- Long Term Care Facility
- Civic/Religious Assembly (School)
- Healthcare and Social Assistance
- Day Care
- Veterinary/Kennel
- Restaurant, with or without drive through
- Craft alcohol restaurant
- Bank
- Office Building
- **Car Wash (Special Review)**

Corridor Mixed Use Background (contd)

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Use Table Definitions

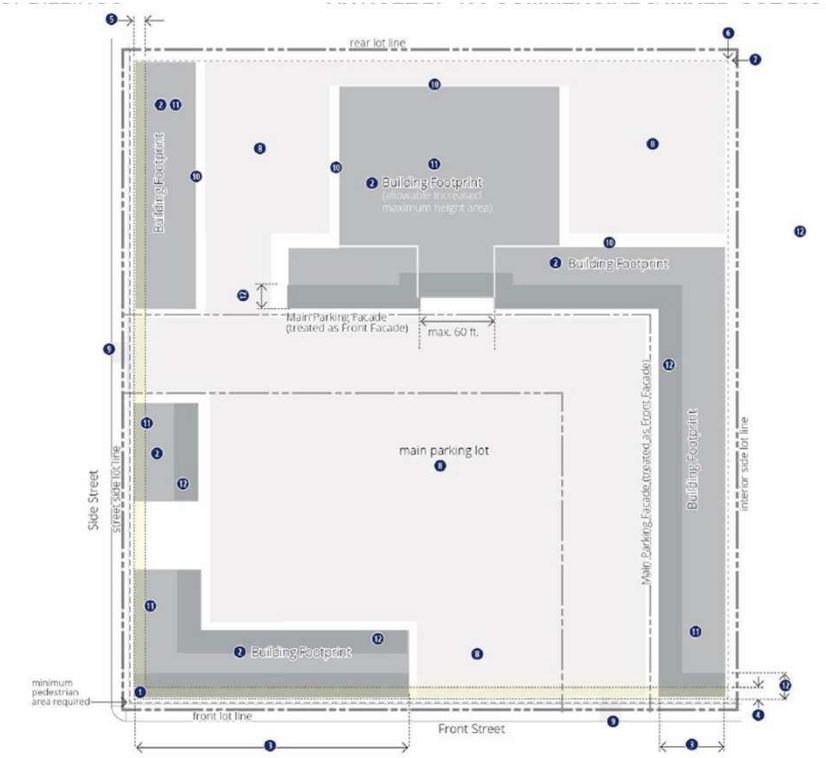
1. Permitted /P/. These uses are permitted by-right in the zone districts in which they are listed. Permitted uses are required to comply with applicable use-specific standards identified in this article.
2. Permitted in a specified location, such as on upper stories or in the back of a structure /PL/. These uses are permitted by-right in the districts in which they are listed, provided that the uses are located in the upper stories of a structure. These uses may also be located in the ground story provided that they are located beyond a depth of at least 30 feet from the front facade.
3. Permitted with use restrictions /PR/. These uses must comply with the use restrictions identified in this Zoning Code, including those restrictions included in this article and any use restrictions identified in the zone district where the uses is proposed to be located.
4. Requires a special review /SR/. These uses require special review by the city zoning commission are not permitted uses in the districts in which they are listed but may be allowed as special exceptions subject to specific conditions. Uses permitted by special review must follow any applicable development standards associated with the use as well as meet the requirements of the special review.

Corridor Mixed Use Background (contd)

PERFORMANCE ENGINEERING

CMU General Requirements

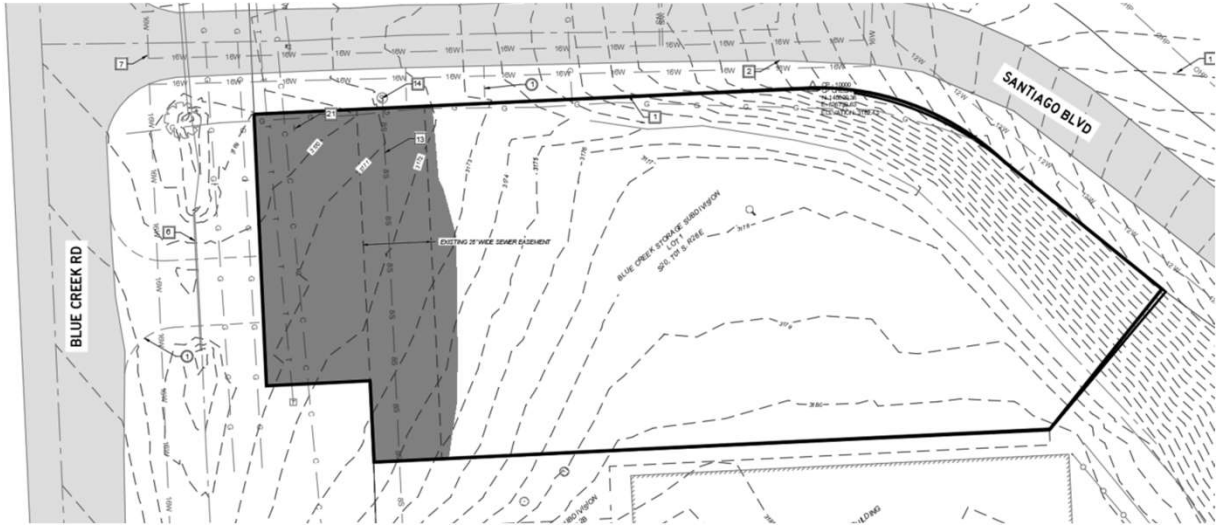
	A. BUILDING SITING	CMU1	CMU2	REFERENCES
1	Build to Corner	required		
2	Maximum Building Coverage (%)	65	50	
3	Minimum Front Lot Line Coverage (%)	65	50	See 27-406.E for allowed courtyards.
4	Front Build-to Zone (feet)	5 to 20	10 to 20	See 27-403.H for location of front and street-side frontages. See 27-403.K for arterial setback regulations. See 27-406.E for minimum pedestrian area
5	Street-Side Build-to Zone (feet)	5 to 20	5 to 20	
6	Side Setback (feet)	5 minimum; 10, if abutting N, NX, or RMH district		
7	Rear Setback (feet)	10 minimum; 25 if abutting N, NX, or RMH district		See 27-406.E for through lots.
	B. PARKING SITING			
8	Surface or Accessory Parking Yard Location	Rear, internal, side		See 27-1800 for explanation of yards.
9	Permitted Driveway Access Location	See 27-1305 for driveway access locations.		
10	Permitted Garage Entry Facade Location	Rear, side, or street-side facade		
11	Parking Location within Building	Allowed fully in any basement and behind required occupied building space of all other stories		See Occupied Building Space regulation below in 12. See 27-1800 for definition of basement.
12	Occupied Building Space along Front Facade, Minimum Depth (feet)	20 all full-story floors; not required in any basement or half story		See 27-1800 for definition of Occupied Building Space.
	D. WINDOWS, DOORS, ROOF			
16	Window & Door Coverage: Ground-Story Front Facades (%)	65 minimum between 2 and 8 feet above sidewalk		Blank wall limitations apply to front facades per 27-1800 27-403.H requires front facade windows to turn corners.
17	Window & Door Coverage: All Stories Front Facades (%)	15 minimum per story		
18	Number of Front Façade Entrances	Principal entrances 1 per every 60 feet of facade		See 27-403.J for Front Entrance regulations.
19	Permitted Roof Types	Parapet, pitched, flat; tower permitted		See 27-1800 for definition of roof types and exception for other roof types.



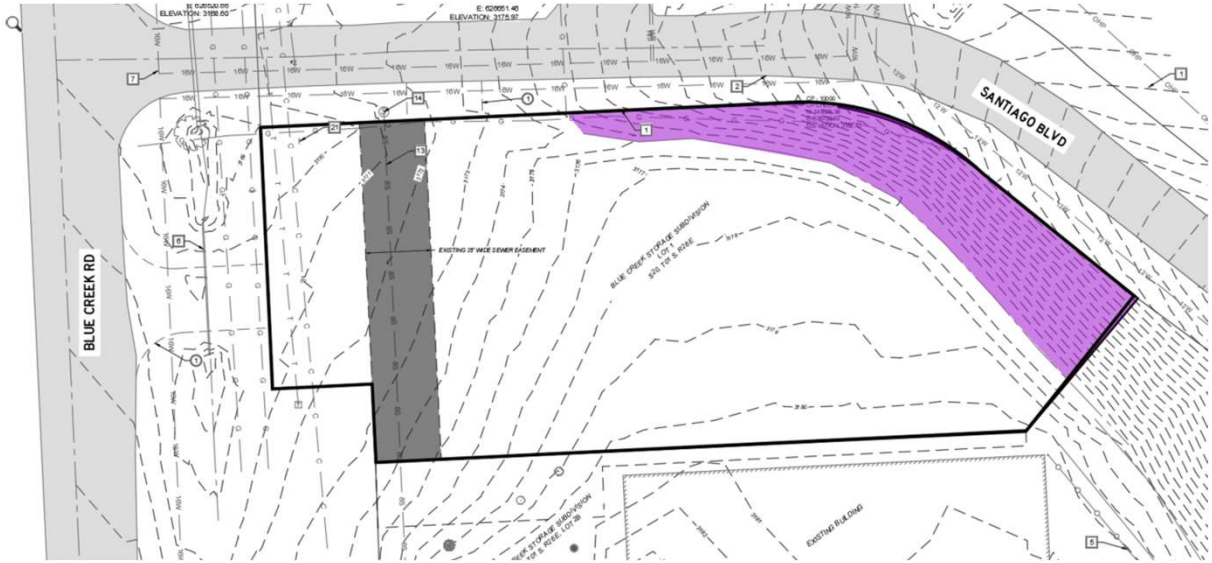
CMU Site Challenges – Zone Change

PERFORMANCE ENGINEERING

100-Year Floodplain Boundary

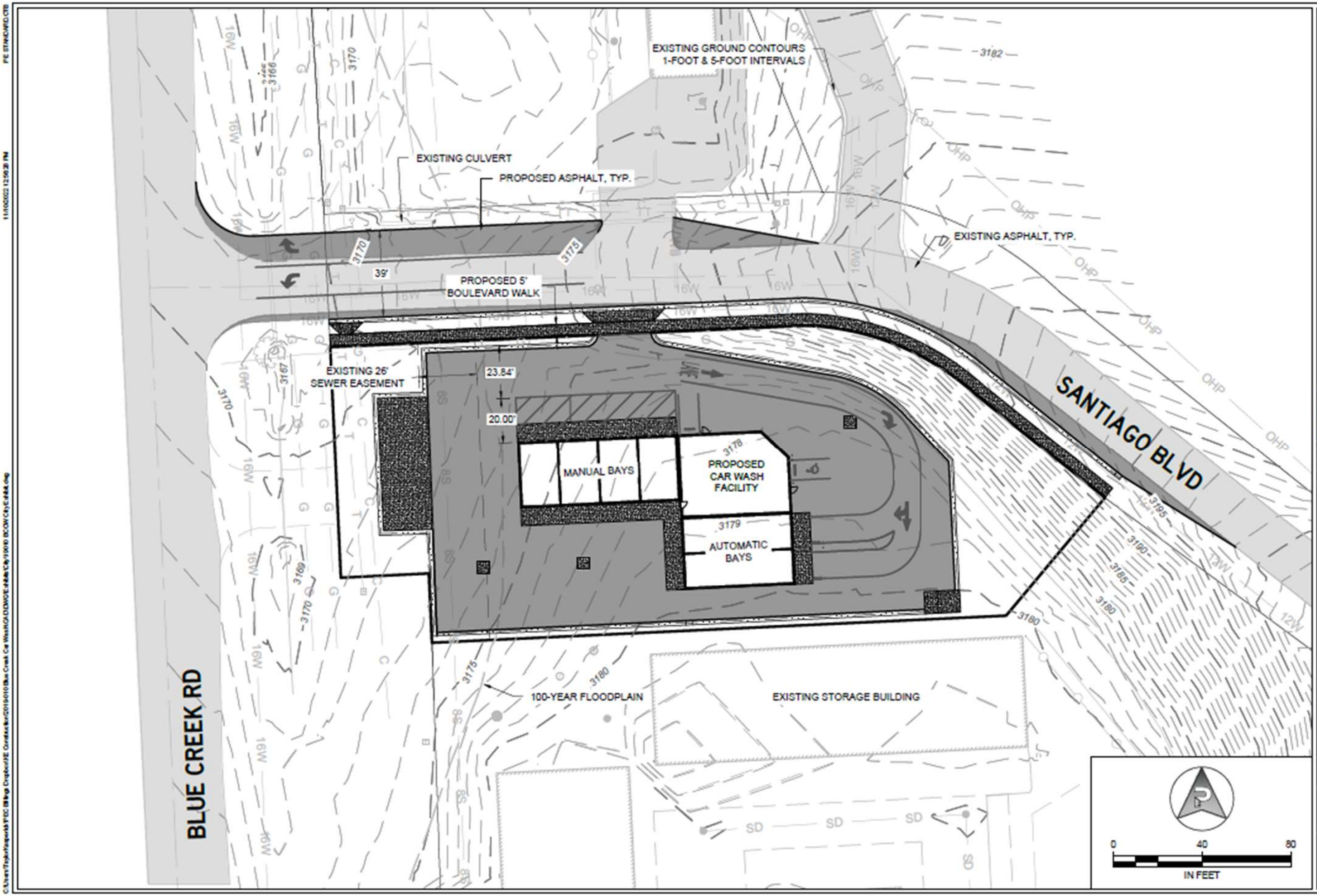


Sewer Easement and Hillside



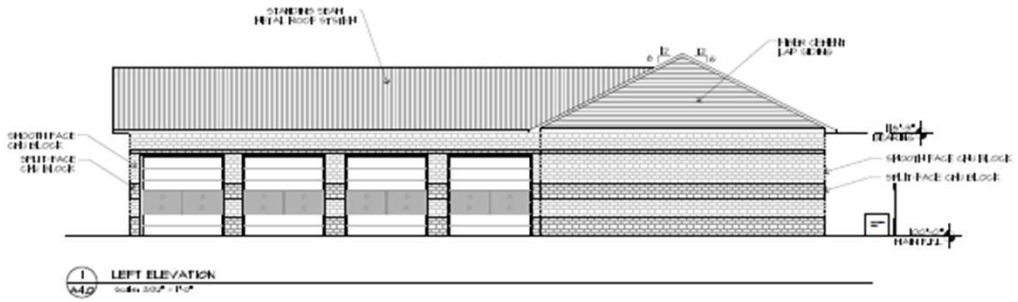
Proposed Site Layout

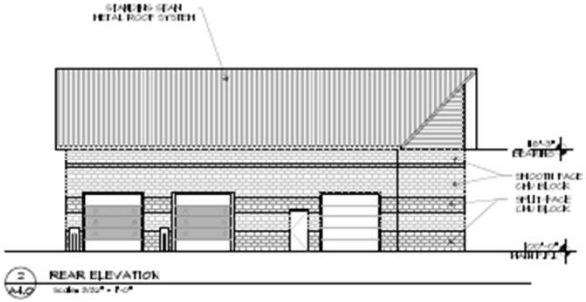
PERFORMANCE ENGINEERING

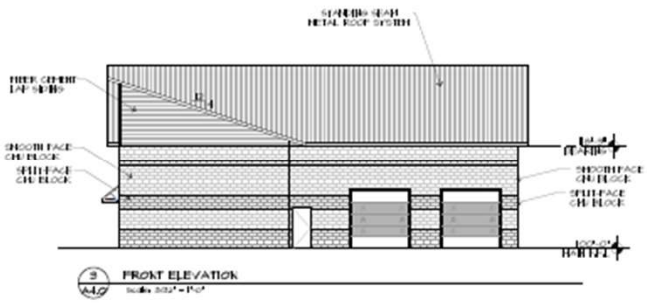


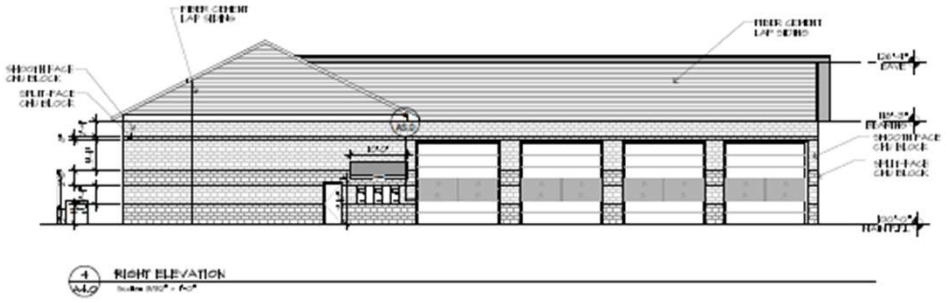
Proposed Building Rendering

PERFORMANCE









NOTE: COORDINATION IS REQUIRED BY ALL TRADES SO NO CONFLICTS IN LOCATION OF DUCTS, CONDUITS, SPRINKLER HEADS, DIFFUSERS, ELECTRICAL BOXES, EQUIPMENT, ETC. OCCURS. GENERAL CONTRACTOR TO COORDINATE ALL TRADES.

GENERAL NOTES:

1. SEE STRUCTURAL FOR COLUMNS, FLOOR SLABS, SUB BASE, COMPACTION, FOUNDATION WALLS, AND FOOTINGS.
2. SEE CIVIL FOR GRADING, PAVING, DRAINAGE AND UTILITY LOCATIONS.
3. SEE MECHANICAL FOR HVAC AND PLUMBING.
4. SEE ELECTRICAL FOR SERVICE ENTRANCE, PUMPS AND LIGHTING.
5. SEE PRE-ENGINEERED METAL BUILDING SHOP DRAWINGS FOR METAL BUILDING CONSTRUCTION.

AT ARCHITECTURE

BLUECREEK CARWASH

BILLINGS, MT

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CHECKED BY: JS
REVISIONS:

EXTERIOR ELEVATIONS & SECTIONS

A4.0

Prior Concerns

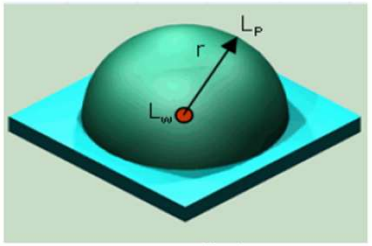
Features to Improve Safety:

- Widening of Santiago to provide left/right turn lanes onto Blue Creek Road
- Aligning approach with No-Cash Water to avoid having cross-traffic maneuvers
- Curb and Gutter along lot frontage
- Sidewalk along lot frontage

Noise:

- Analyzed noise of vacuums and blowers provided by manufacturers using published calculations to determine equivalent noise at adjacent properties

Sound Pressure At Distances From Unit (Sound Treated as Point Source)

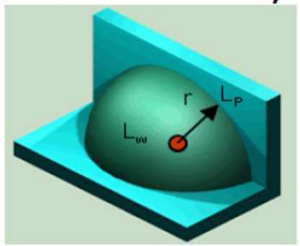


Half Sphere Q = 2

$$L_P = L_w + 10\log\left(\frac{Q}{4\pi r^2}\right)$$

Lp = Sound Pressure dBA
Lw = Sound Power
Q = Directivity Factor
r = Distance from Source

Sound Power = 92.7



Quarter Sphere Q = 4

Dryers				Vacuum	
Lw	94			Lw	92.7
Q	4			Q	4
r	300			r	202
Lp	39.48608			Lp	41.62147

Access:

- Access off Blue Creek Road has been denied by MDT based on proximity to Santiago intersection

General Traffic Information

PERFORMANCE ENGINEERING

ITE Trip Generation Statistics

- Automatic Bay Car Wash Trip Generation (Land Use 948)
  - 14.12 Trips at Saturday Peak Hour per 1,000 SF
  - **23 trips to new car wash during peak hour (1,600 SF of Auto Bays)**

- Self Service Car Wash (Land Use 947)
  - **132.8 trips per day on a Saturday**

Estimate roughly 200 – 250 trips per day on maximum day

**likely high estimate based on "passer-by nature"

Comparative Uses in CMU-1

- Day Care Center (565): 74.06 trips per 1,000 SF
  - 407 trips per day
- Drive-In Bank (912): 148.15 trips per 1,000 SF
  - 814 trips per day
- Restaurant (931): 94.36 trips per 1,000 SF
  - 519 trips per day

PERFORMANCE



APPLICATION FORM

CITY SPECIAL REVIEW **BillingsSpecialReview#** 995 **- Project #** PZX-22-00288

The undersigned as owner(s) of the following described property hereby request a Special Review as outlin in the City of Billings Zoning Regulations.

Present Zoning: Corridor Mixed Use 1 (CMU1)

Special Review Requested: Car wash use with proposed 4 manual bays and 2 automatic bays.

TAX ID# D01954A **CITY ELECTION WARD #** 3

Legal Description of Property: Lot 1 of Blue Creek Storage Subdivision

Address or General Location (If unknown, contact City Engineering): Intersection of Santiago Blvd and Blue Creek Road

Size of Parcel (Area & Dimensions): 0.917 acres/39,934 square feet

Present Land Use: Undeveloped

Covenants or Deed Restrictions on Property: Yes_____ X No_____

If yes, please attach to application

*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): Blue Creek Storage, LLC

(Recorded Owner) 2135 Blue Creek Road, Billings, MT 59101

(Address) 406-697-1791 phillrx@hotmail.com

(Phone Number) (email)

Agent(s): Scott Aspenlieder, Performance Engineering, LLC

(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 processing, and that the fee does not constitute a payment for a Special Review. Also, I attest that all the information presented herein is factual and correct.

Signature: _____ Date: 11/30/22

(Recorded Owner)

13

Date Stamp

PERFORMANCE ENGINEERING
608 North 29th Street, • Billings, MT 59101 • (406) 384-0080

Lot 1, Blue Creek Storage Subdivision

Zoning Special Review Questions

1. In what ways is your proposal consistent with the goals and policies of the adopted growth policy?

Essential Investments – The proposed project is classified as an "infill development" making it very cost effective to provide essential City services to the property. In addition, proposed with this project is street widening on Santiago Boulevard to alleviate voiced concerns of adjacent neighbors with ability to enter Blue Creek Road, in addition to provision of sidewalk and curb and gutter on the south side of Santiago to allow for safe pedestrian traffic along the subject lot's frontage. The proposed sidewalk and road improvements will end at the subdivision extents along Santiago, however could be extended further should the area residents wish to petition a Special Improvement District to improve the roads and safety throughout the entire area.

Strong Neighborhoods – The proposed project will provide a service to the Blue Creek area of the City of Billings that is not already provided and often needed, currently requiring residents to travel back across the Yellowstone River in order to utilize such facilities. By implementing the proposed use in accordance with the Infill Policy, this development will also improve a currently under-utilized property that has remained vacant, and will begin contributing greater tax revenue to the City that can be utilized for other services within the neighborhood.

Mobility and Access – The proposed project offers to improve the Santiago Boulevard leg of its intersection with Blue Creek Road to improve access ability onto Blue Creek Road. Concerns voiced by residents regarding speeds on Blue Creek Road are sympathized with, however it is not believed development of the proposed lot affects these concerns as 1) mitigation of these concerns would need to be addressed by a combination of MDT, the City of Billings, and Yellowstone County, and 2) traffic generated by the proposed use is well below being statistically significant (i.e <500 trips per day).

Zoning – The proposed project complies with the regulations outlined in the new zoning code in the following ways:

a. In the Zoning Code's description of CMU1, it indicates: "Commercial uses in the CMU1 district may be somewhat larger in scale and more flexible than the neighborhood mixed-use district, including more auto-oriented uses such as gas stations." The Owner and PE believe that a car wash falls directly in line with the statement "more auto oriented uses"

2. How the site is adequate in size and location to accommodate the proposed use while still meeting all of the zone district requirements such as landscaping and parking?

The subject property has historically been a difficult property to develop provided existing property and topographical constraints including an existing 26' sanitary sewer easement for the City of Billing's main collection line, 100-year floodplain boundary encroaching on the west side of the property, and steep slopes along the east and northeast portion of the site. Given this, corner and frontage build-to requirements for the subject property are in essence infeasible to meet, and limit the ability of ANY development meet landscaping and parking requirements.

The proposed car wash is a beneficial use for the site given the site's property and topographical constraints. A car wash has limited parking requirements when compared to other uses. In addition, landscaping is proposed to be incorporated on the property in accordance with Zoning Code requirements for the underlying zoning and adjacent districts.

3. How the proposed use is compatible with nearby uses and how the applicant intends to mitigate any potential impacts.

The proposed use is compatible with nearby uses which include a water fill station to the north, storage units to the south, and the City's pump station to the north east. A buffer of roadway is provided between the subject property and the nearest residential uses.

In addition, the proposed car wash has been laid out to place potential noise impacts furthest from and directed away from the nearest residential properties.

It was noted by neighbors in the pre-application meeting that child safety is a concern when they are walking to Casey's Corner to be picked up by the school bus. This sentiment in sympathized with, and a sidewalk is proposed to be installed along the Blue Creek Storage Subdivision frontage on Santiago to provide a safe route for pedestrian traffic along the proposed development.

4. How the proposed use will not impede the normal improvement of surrounding property.

As development of the subject property is an In-Fill development, the surrounding properties have all been developed excepting the lot on the NE corner of Santiago and Blue Creek Road. With that being the case, development of this lot would not impede the normal development of surrounding properties, and would benefit the development of the property on the NE corner of Santiago and Blue Creek road by widening the Santiago Boulevard frontage adjacent to that property.

Additional Information:

Included with this application is additional information researched and compiled by PE to assist in consideration of the proposed use of a car wash based on concerns raised by the neighbors during pre-application process. Additional information includes speed studies conducted by MDT in 2004 and 2006 respectively which recommended and set the current speed limit on Blue Creek Road today. It is agreed these studies are likely outdated, however the Owner of this site alone cannot petition for additional speed studies to be conducted by MDT. This request would need to be initiated by the City of Billings and/or Yellowstone County as indicated previously.

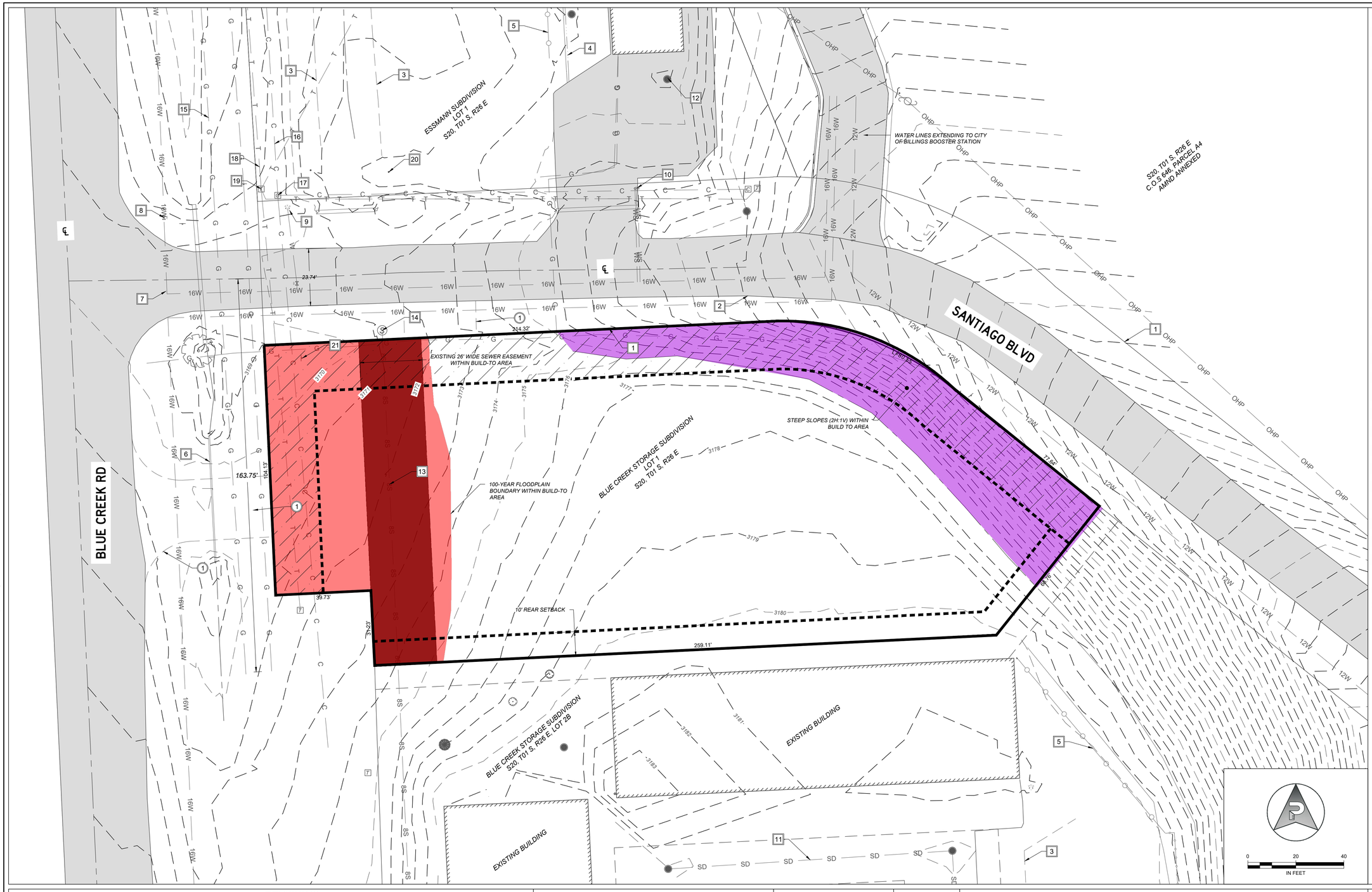
Also included is the traffic queuing analysis for the proposed car wash. Based on queuing analysis of the proposed use, during peak traffic times of the car wash as determined by ITE recommended values, the site would be able to accommodate the peak volumes of vehicles coming to the site without impacting or backing cars up into Santiago Boulevard.

Variances Requested:

As noted in answers above, topographical and property boundary easements will necessitate this lot be granted variances from certain requirements included in CMU-1. Those variances include:

- Required to build to the corner of the lot
- Occupy 65% of the front lot line
- Build to within 5-20 of the street-side lot line and front lot line
- Place parking on the rear, internal, or side of lot
- Window and door coverage on front façade
- Number of front façade entries
- Tree planting and landscape near eastern lot line with steep slopes
    - Proposed to utilize sight-obscuring fence in this area until grades shallow out to accommodate frontage plantings.

PE STANDARD.CTB
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C:\Users\TaylorKasperick\PEC Billings.Dropbox\KE Construction\2019-010 Blue Creek Car Wash\CAD\DWG\Exhibits\Special Review\2) Existing Site And Control Abstract.dwg



LEGEND

- EXISTING ASPHALT CONCRETE PAVEMENT
- STEEP TERRAIN ON LOT (UNBUILDABLE)
- EXISTING SEWER EASEMENT (UNBUILDABLE)
- 100-YEAR FLOODPLAIN (UNBUILDABLE)
- EXISTING ASPHALT CONCRETE PAVEMENT
- CMU-1 BUILD-TO/SETBACK LINES
- LOT LINES

GENERAL NOTES

1. PROPERTY LINE, TYP.
2. EDGE OF ASPHALT, TYP.
3. EDGE OF GRAVEL, TYP.
4. CURB & GUTTER, TYP.
5. FENCE, TYP.
6. CULVERT, TYP. (SIZES VARY)
7. DOMESTIC WATER LINE FROM COB PUBLIC WORKS WEBSITE, CONTRACTOR TO VERIFY SIZE AND LOCATION (SIZES VARY)
8. WATER VALVE, TYP.
9. FIRE HYDRANT, TYP.
10. CURB STOP, TYP.
11. BOULDER PIT PERFORATED PIPE, TYP.
12. CATCH BASIN DRAIN, TYP.
13. 8" Ø SANITARY SEWER LINE, TYP.
14. SANITARY SEWER MANHOLE, TYP.
15. NATURAL GAS LINE, TYP.
16. UNDERGROUND COMMUNICATION LINE, TYP.
17. COMMUNICATION PULL BOX, TYP.
18. UNDERGROUND TELEPHONE LINE, TYP.
19. TELEPHONE PEDESTAL, TYP.
20. BOLLARD, TYP.
21. SIGN, TYP.

DEMOLITION NOTES

1. REMOVE EXISTING GRAVEL APPROACH

REVISIONS

NO.	DESCRIPTION	DATE	BY	CHECKED BY
1				
2				
3				
4				
5				
6				

PRELIMINARY SET

PERFORMANCE ENGINEERING
608 NORTH 29TH STREET (406) 384-0080
BILLINGS, MT 59101 performance-ec.com

TK DESIGNED BY
TK DRAWN BY
11/22 DATE
QUALITY ASSURANCE
SA CHECKED BY
11/22 DATE

BLUE CREEK CAR WASH

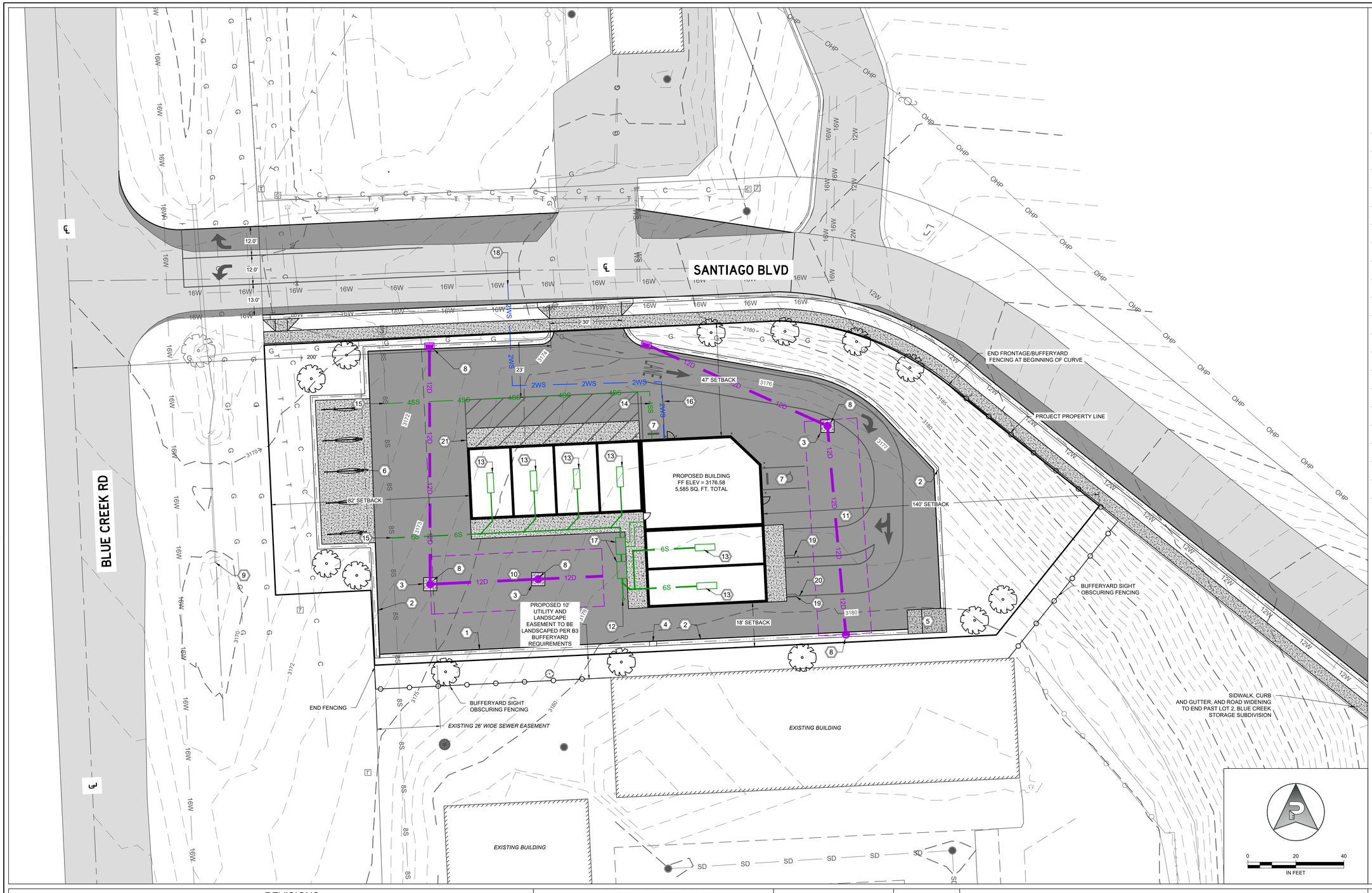
2135 BLUE CREEK ROAD BILLINGS, MT 59102

EXISTING LAYOUT AND LOT DIMENSIONS

PROJECT NUMBER 2019-010
SHEET NUMBER 1 OF 2
DRAWING NUMBER C1.0

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CONSTRUCTION NOTES

- EXISTING ASPHALT CONCRETE PAVEMENT
- PROPOSED ASPHALT CONCRETE PAVEMENT
- PROPOSED CONCRETE

CONSTRUCTION NOTES

1. RIBBON CURB
2. CATCH CURB
3. CONCRETE COLLAR
4. CURB TRANSITION
5. DUMPSTER ENCLOSURE
6. VACUUM ISLAND
7. PARKING STALL
8. STORMWATER STRUCTURE
9. CMP CULVERT WITH FLARED ENDS
10. BOULDER PIT A
11. BOULDER PIT B
12. SANITARY SEWER CLEANOUT
13. CITY OF BILLINGS STANDARD OIL & WATER SEPARATOR - 2.66' X 8.33' X 3'
14. PVC SANITARY SEWER SERVICE
15. CONNECT TO EXISTING SANITARY SEWER LINE
16. WATER SERVICE
17. SEDIMENT RECIRCULATION SYSTEM
18. CONNECT TO EXISTING CITY OF BILLINGS WATER DISTRIBUTION SYSTEM
19. CAR WASH KIOSK
20. BOLLARD (ALL LOCATIONS CALLED OUT ON SHEET C3.00)
21. CONCRETE APRON

REVISIONS

NO.	DESCRIPTION	DATE	BY	CHECKED BY
1	#	#	#	#
2	#	#	#	#
3	#	#	#	#
4	#	#	#	#
5	#	#	#	#
6	#	#	#	#

PRELIMINARY SET

PERFORMANCE ENGINEERING
608 NORTH 29TH STREET
BILLINGS, MT 59101
(406) 384-0080
performance-ec.com

TK
DESIGNED BY

TK
DRAWN BY

11/22
DATE

QUALITY ASSURANCE

SA
CHECKED BY

11/22
DATE

BLUE CREEK CAR WASH

2135 BLUE CREEK ROAD BILLINGS, MT 59102

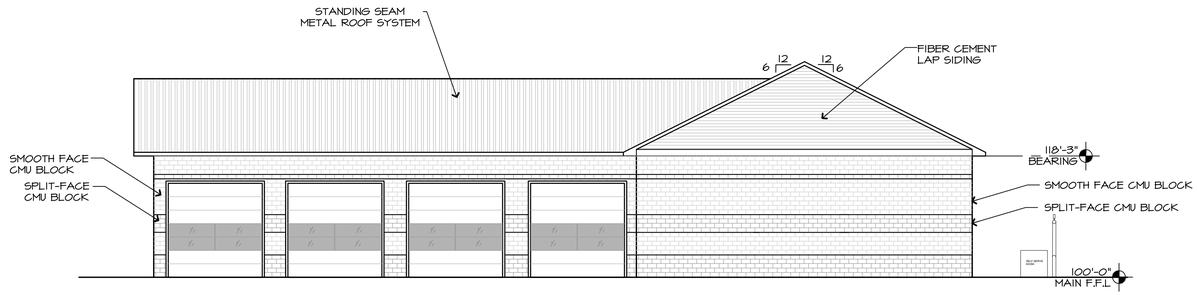
PROPOSED LAYOUT

PROJECT NUMBER
2019-010

SHEET NUMBER
2 OF 2

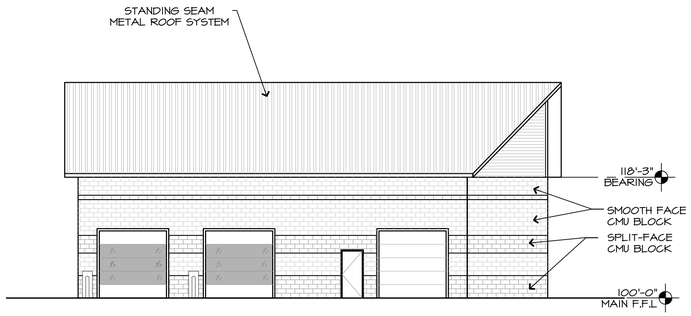
DRAWING NUMBER
C1.1

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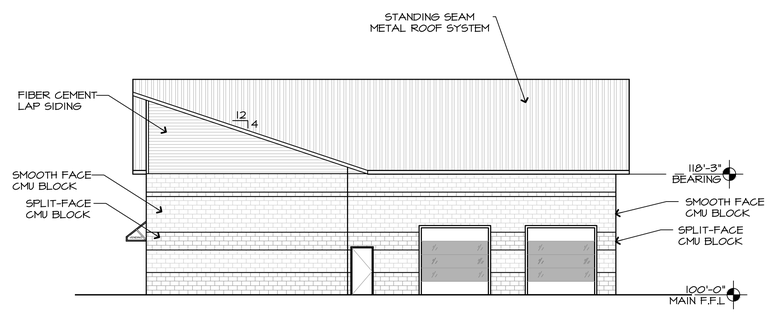
1 A4.0 **LEFT ELEVATION**

Scale: 3/32" = 1'-0"



2 A4.0 **REAR ELEVATION**

Scale: 3/32" = 1'-0"



3 A4.0 **FRONT ELEVATION**

Scale: 3/32" = 1'-0"



4 A4.0 **RIGHT ELEVATION**

Scale: 3/32" = 1'-0"

NOTE: COORDINATION IS REQUIRED BY ALL TRADES SO NO CONFLICTS IN LOCATION OF DUCTS, CONDUITS, SPRINKLER HEADS, DIFFUSERS, ELECTRICAL BOXES, EQUIPMENT, ETC. OCCURS. GENERAL CONTRACTOR TO COORDINATE ALL TRADES.

GENERAL NOTES:

1. SEE STRUCTURAL FOR COLUMNS, FLOOR SLABS, SUB BASE, COMPACTION, FOUNDATION WALLS, AND FOOTINGS.
2. SEE CIVIL FOR GRADING, PAVING, DRAINAGE AND UTILITY LOCATIONS.
3. SEE MECHANICAL FOR HVAC AND PLUMBING.
4. SEE ELECTRICAL FOR SERVICE ENTRANCE, POWER AND LIGHTING.
5. SEE PRE-MANUFACTURED BUILDING SHOP DRAWINGS FOR METAL BUILDING CONSTRUCTION.

AT ARCHITECTURE

STATE OF MONTANA
BILLINGS
JOHN A. JACKINSON
12510
MONTANA
LICENSED ARCHITECT

BLUECREEK CARWASH

BILLINGS, MT

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DATE:	09/16/2022
DRAWN BY:	MM
CHECKED BY:	ja
REVISIONS:	

EXTERIOR ELEVATIONS & SECTIONS

A4.0

PERFORMANCE ENGINEERING
608 North 29th Street • Billings, MT 59101 • 406-384-0080

September 19, 2022 (revised 12/6/2022)

City of Billings Engineering Department
2224 Montana Avenue
Billings, MT 59101

RE: Blue Creek Car Wash Queuing Analysis

To whom it may concern,

The purpose of this letter is to summarize the queue storage analysis performed for the proposed Blue Creek Car Wash (BCCW) site located in Lot 1 of Blue Creek Storage Subdivision, Section 20, Township 01 South, Range 26 East. The project is located on the southeast corner of the intersection of Blue Creek Road and Santiago Boulevard. A map showing the location of the property is shown below.

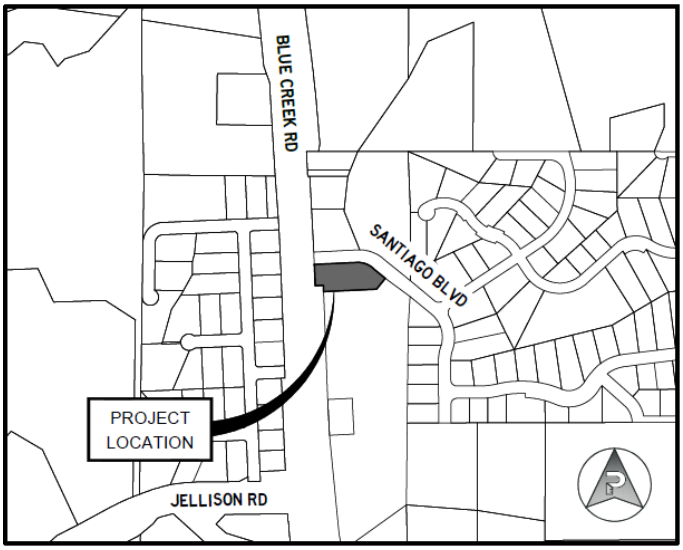


Figure 1: Vicinity Map

The proposed BCCW building includes the construction of four (4) manual car wash bays and two (2) automatic bays. The building will be classified as a car wash facility. Access to the site will be provided by an approach located on the north side of the property off Santiago Boulevard.

Performance Engineering (PE) performed a service count on a similarly sized car wash facility on Broadwater Avenue ("Car & RV Wash") for a queuing analysis as part of a previous and separate car wash facility project ("Rocky Mountain Car Wash") in the City of Billings. Calculations for single channel queueing from the Rocky Mountain Car Wash project were used in conjunction with the BCCW queuing calculations. This approach was agreed upon through discussions with the City of Billings Engineering Department. Data was collected from 9/19/19-9/22/19. Observed times were 11AM-6PM Thursday to Saturday and 7AM-1130AM on Sunday. Results from this analysis are included as reference with this letter.

Findings from the study conducted on the Car and RV Wash on Broadwater Avenue indicate the following:

- Maximum Number of Trips Per Day Recorded = 170
    - Manual Wash Bay – 102 trips
    - Auto Wash Bay – 54 trips
    - Other Uses (vacuum, coin dispenser) – 14 trips
- Peak Hour Trip Generation = 18 vehicles
    - Manual Bay – 9 vehicles
    - Auto Bay – 8 vehicles
    - Other – 1 vehicle

These findings appear to validate those values provided by ITE's Trip Generation Manual, 9th Edition, for Land Use: 947 (Self-Service Car Wash) and Land Use: 948 (Automated Car Wash). As such, it is verified the number of trips generated by the proposed car wash facility is anticipated to be far less than the 500 trips necessitated to conduct a traffic study.

This study evaluated the available queue storage based on the proposed layout of the BCCW site. The proposed site provides adequate storage for 13-vehicles in the automatic bay wait line. The manual bays have a capacity to hold 1-vehicle in queue per bay (8 total spaces) and it is assumed no other vehicles will stack due to the relative "passer-by" nature of manual car washes. This "passer-by" nature was observed during the traffic camera footage of the Car and RV Wash on Broadwater Avenue when, in multiple instances, customers arriving to use the manual bays noted each bay was full and left immediately rather than waiting in queue to utilize the facilities. It was not noted during the period studied that any customers queued to utilize the manual wash bays. An exhibit displaying the maximum queue storage for the site is included with this document.

PE performed calculations for the automatic wash bays assuming the queue would follow a single-channel queuing model. An arrival rate of 5.5 vehicles per hour and an average service rate of 7.5 minutes/vehicle (in line with that noted at the RV and Car Wash on Broadwater Avenue as well as verified by proposed wash machine supplier) were used. The model results show a probability of 31.25% that the queue would be exactly zero vehicles. The resulting queue calculations show that the peak total vehicles for the automatic wash bays are 11 vehicles. Based on the calculations and visual analysis it is not anticipated that the queue will back up and interfere with traffic along Blue Creek Road or Santiago Boulevard. Calculations for the single-channel queue analysis are provided.

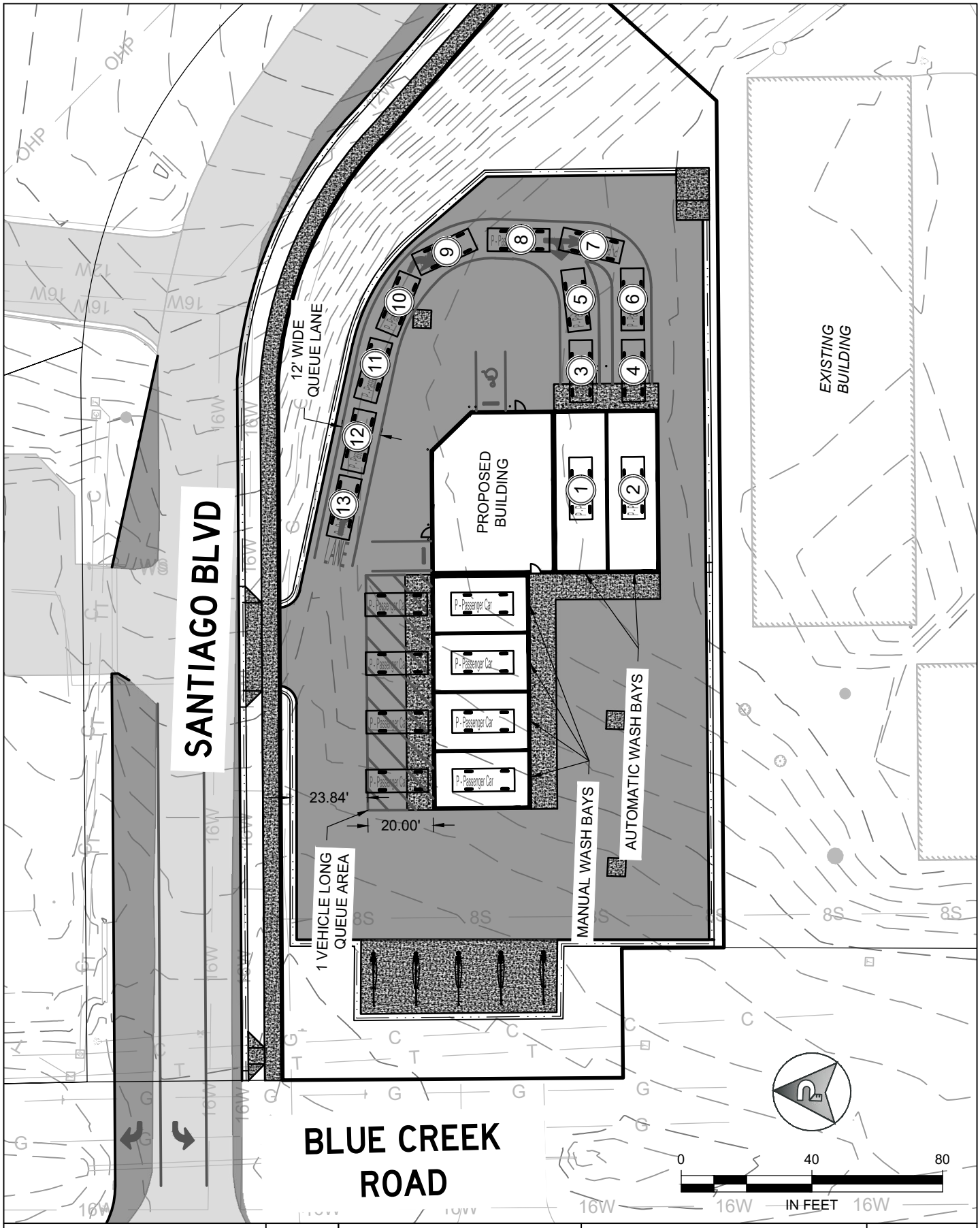
Patrons of the car was are anticipated to exit wash bays and head west along the southern portion of the project to planned vacuums, prior to exiting the site along the west side of the car wash building onto Santiago Boulevard.

Should you have any questions please contact Taylor Kasperick at (406) 384-0080 or by email at taylor@performance-ec.com.

Sincerely,



Taylor Kasperick, PE
Attached: Queue Exhibit, Queue Calculation, RV and Car Wash Traffic Analysis



PROJECT TITLE: BLUE CREEK CAR WASH	DRAWN BY: APN	CLIENT: KE CONSTRUCTION	PERFORMANCE ENGINEERING	EXHIBIT A
SHEET TITLE: QUEING ANALYSIS MAP	DATE: 8/2022		608 NORTH 29TH STREET BILLINGS, MT 59101 (406) 384-0080 www.performance-ec.com	
	CHECKED BY: TJK			COPYRIGHT 2022 ©

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SINGLE-CHANNEL QUEUE CALCLUATION PROGRAM

Project Name: Blue Creek Car Wash
Project Number: 2019-010
Performed By: APN **Date:** 8/2022
Model Type: Constant Service Time Model
Notes:

Input Data for Peak Hour

Peak Hour Total Vehicles	14	Vehicles
Peak Hour Automatic Wash Vehicles	11	Vehicles
No. of Autowash Service Lanes	2	Bays
No. of Vehicles Arriving, N =	5.5	Vehicles/Hour
Service Rate, t =	7.5	Minutes/Vehicle

Calculated Paramters

Arrival Rate (Lambda), λ = N/60 =	0.09	Vehicle/Minute
Service Rate (mu), μ = 1/t =	0.13	Vehicle/Minute
Utilization Factor, λ/μ =	0.69	(must be < 1.0)
Probability of ***No*** Vehicles in System, P(0) =	31.25%	

Probability Table

		P(X = n)	P(X≤n)	
P(0)	=	31.25%	31.25%	
P(1)	=	21.48%	52.73%	
P(2)	=	14.77%	67.50%	
P(3)	=	10.15%	77.66%	
P(4)	=	6.98%	84.64%	
P(5)	=	4.80%	89.44%	
P(6)	=	3.30%	92.74%	
P(7)	=	2.27%	95.01%	
P(8)	=	1.56%	96.57%	95%
P(9)	=	1.07%	97.64%	
P(10)	=	0.74%	98.38%	
P(11)	=	0.51%	98.89%	
P(12)	=	0.35%	99.23%	
P(13)	=	0.24%	99.47%	
P(14)	=	0.16%	99.64%	
P(15)	=	0.11%	99.75%	
P(16)	=	0.08%	99.83%	
P(17)	=	0.05%	99.88%	
P(18)	=	0.04%	99.92%	
P(19)	=	0.03%	99.94%	
P(20)	=	0.02%	99.96%	
P(21)	=	0.01%	99.97%	
P(22)	=	0.01%	99.98%	
P(23)	=	0.01%	99.99%	
P(24)	=	0.00%	99.99%	
P(25)	=	0.00%	99.99%	
P(26)	=	0.00%	100.00%	
P(27)	=	0.00%	100.00%	
P(28)	=	0.00%	100.00%	
P(29)	=	0.00%	100.00%	
P(30)	=	0.00%	100.00%	
P(31)	=	0.00%	100.00%	
P(32)	=	0.00%	100.00%	
P(33)	=	0.00%	100.00%	
P(34)	=	0.00%	100.00%	

Results:

Avg. Length of Queue, Lq =	1	Vehicle
Average Waiting Time in Queue, Wq =	8.25	Minutes
Avg. Vehicles in System, Ls =	1.69	Vehicles
Avg System Time, Ws =	15.75	Minutes

$$Lq = \frac{\lambda^2}{2\mu(\mu-\lambda)}$$

$$Wq = \frac{\lambda}{2\mu(\mu-\lambda)}$$

$$Ls = Lq + \frac{\lambda}{\mu}$$

$$Ws = Wq + \frac{1}{\mu}$$

Storage Lengths

Min. Acceptable =	20	Feet
Min. Design =	20	Feet
Ideal Design =	40	Feet

Traffic Cam Study - Car and RV Wash (13th and Broadwater)

Performed By: Performance Engineering
Date of Study: 9/19/19 - 9/22/19

	Total Visits	Auto Visits	Auto Service Time (avg) **	Manual Visits	Manual Service Time (avg)	Peak Hour	Peak Hour Total Visits	Peak Auto Visits	Peak Manual Visits
9/19/2019	170	27	07:28.0	51	14:26.2	1pm - 2pm	18	8	9
9/20/2019	54	6	06:00.0	17	12:54.3	2pm - 3pm	8	4	3
9/21/2019	132	18	08:17.1	39	15:43.8	2pm - 3pm	10	2	7
9/22/2019	64	10	08:00.0	18	13:30.0	10am - 11am	10	3	5
Average	105	15	07:26.3	31	14:08.6		10	4	6

**Note: Only auto wash occurences noted as being serviced under ten minutes were included for determination of average service time. This was determined as the auto wash cycle is pre-programmed, so service times in excess of ten minutes are attribtued to other activites including such as vaccuming or drying unassociated with the queing maneuver.

Traffic Cam Study - Car and RV Wash (13th and Broadwater)

Performed By: Performance Engineering
Date of Study: 9/19/2019
Study Performed: 1030am - 610 pm

TOTAL TRIPS	AVG. SERVICE TIME - AUTO (MIN)	AVG. SERVICE TIME- MANUAL (MIN)	Peak Time	Peak Auto Visits	Total Auto Visits
170	0:07:28	0:14:26	1pm - 2pm	8	27
			Peak Time Visits	Peak Manual Visits	Total Manual Visits
			18	9	51

Arrival Time	Departure Time	Wash Type	Notes	Service Time
10:39:00 AM	10:40:00 AM	Coin Dispenser		01:00.0
10:41:00 AM	10:47:00 AM	Manual		06:00.0
10:42:00 AM	10:58:00 AM	Manual		16:00.0
10:45:00 AM	11:05:00 AM	Manual		20:00.0
10:54:00 AM	11:08:00 AM	Manual		14:00.0
10:54:00 AM	10:56:00 AM	Manual		02:00.0
11:03:00 AM	11:09:00 AM	Manual		06:00.0
11:10:00 AM	11:16:00 AM	Manual		06:00.0
11:10:00 AM	11:14:00 AM	Manual		04:00.0
11:14:00 AM	11:17:00 AM	Coin Dispenser		03:00.0
11:14:00 AM	11:22:00 AM	Auto		08:00.0
11:23:00 AM	11:35:00 AM	Manual		12:00.0
11:25:00 AM	11:36:00 AM	Auto		11:00.0
11:26:00 AM	11:37:00 AM	Manual		11:00.0
11:36:00 AM	11:44:00 AM	Auto		08:00.0
11:41:00 AM	11:53:00 AM	Manual		12:00.0
12:07:00 PM	12:36:00 PM	Manual		29:00.0
12:08:00 PM	12:17:00 PM	Auto		09:00.0
12:10:00 PM	12:22:00 PM	Manual		12:00.0
12:10:00 PM	12:31:00 PM	Vacuum		21:00.0
12:15:00 PM	12:31:00 PM	Manual		16:00.0
12:16:00 PM	12:23:00 PM	Auto		07:00.0
12:23:00 PM	1:27:00 PM	Manual		04:00.0
12:27:00 PM	12:51:00 PM	Manual		24:00.0
12:36:00 PM	12:55:00 PM	Auto		19:00.0
12:51:00 PM	12:58:00 PM	Auto		07:00.0
1:02:00 PM	1:16:00 PM	Manual		14:00.0

Traffic Cam Study - Car and RV Wash (13th and Broadwater)

Performed By: Performance Engineering
Date of Study: 9/19/2019
Study Performed: 1030am - 610 pm

TOTAL TRIPS	AVG. SERVICE TIME - AUTO (MIN)	AVG. SERVICE TIME- MANUAL (MIN)
170	0:07:28	0:14:26

Peak Time	Peak Auto Visits	Total Auto Visits
1pm - 2pm	8	27
Peak Time Visits	**Peak Manual Visits**	**Total Manual Visits**
18	9	51

Arrival Time	Departure Time	Wash Type	Notes	Service Time
1:05:00 PM	1:21:00 PM	Manual		16:00.0
1:09:00 PM	1:50:00 PM	Manual		41:00.0
1:09:00 PM	1:43:00 PM	Auto		34:00.0
1:11:00 PM	1:25:00 PM	Vacuum		14:00.0
1:15:00 PM	1:47:00 PM	Manual		32:00.0
1:16:00 PM	X	Manual	Not sure where left	X
1:18:00 PM	1:26:00 PM	Auto		08:00.0
1:25:00 PM	1:33:00 PM	Auto		08:00.0
1:26:00 PM	1:39:00 PM	Auto		13:00.0
1:31:00 PM	1:47:00 PM	Manual		16:00.0
1:32:00 PM	1:53:00 PM	Manual		21:00.0
1:39:00 PM	1:59:00 PM	Auto		20:00.0
1:45:00 PM	1:52:00 PM	Auto		07:00.0
1:48:00 PM	1:54:00 PM	Auto		06:00.0
1:50:00 PM	2:11:00 PM	Manual		21:00.0
1:52:00 PM	2:02:00 PM	Manual		10:00.0
1:59:00 PM	2:08:00 PM	Auto		09:00.0
2:00:00 PM	X	Manual	Not sure where left	X
2:03:00 PM	2:30:00 PM	Manual		27:00.0
2:09:00 PM	2:16:00 PM	Manual		07:00.0
2:17:00 PM	2:24:00 PM	Auto		07:00.0
2:37:00 PM	X	Manual	Green Pickup, queued & left	X
2:39:00 PM	2:57:00 PM	Manual		18:00.0
2:43:00 PM	2:46:00 PM	Manual		03:00.0
3:00:00 PM	3:11:00 PM	Auto		11:00.0
3:05:00 PM	3:17:00 PM	Auto		12:00.0
3:06:00 PM	3:15:00 PM	Manual		09:00.0
3:09:00 PM	X	Auto	Not sure where left	X
3:11:00 PM	3:24:00 PM	Vacuum		13:00.0
3:21:00 PM	3:37:00 PM	Manual		16:00.0
3:26:00 PM	3:35:00 PM	Manual		09:00.0
3:39:00 PM	3:46:00 PM	Auto		07:00.0
3:41:00 PM	4:07:00 PM	Auto		26:00.0
3:43:00 PM	3:58:00 PM	Manual		15:00.0
3:48:00 PM	3:57:00 PM	Vacuum		09:00.0
3:49:00 PM	4:07:00 PM	Manual		18:00.0
4:00:00 PM	4:16:00 PM	Manual		16:00.0
4:04:00 PM	4:17:00 PM	Manual		13:00.0

Traffic Cam Study - Car and RV Wash (13th and Broadwater)

Performed By: Performance Engineering
Date of Study: 9/19/2019
Study Performed: 1030am - 610 pm

TOTAL TRIPS	AVG. SERVICE TIME - AUTO (MIN)	AVG. SERVICE TIME- MANUAL (MIN)	Peak Time	Peak Auto Visits	Total Auto Visits
170	0:07:28	0:14:26	1pm - 2pm	8	27
			Peak Time Visits	Peak Manual Visits	Total Manual Visits
			18	9	51

Arrival Time	Departure Time	Wash Type	Notes	Service Time
4:19:00 PM	4:29:00 PM	Manual		10:00.0
4:23:00 PM	4:32:00 PM	Manual		09:00.0
4:28:00 PM	4:35:00 PM	Manual		07:00.0
4:30:00 PM	4:38:00 PM	Manual		08:00.0
4:33:00 PM	4:40:00 PM	Auto		07:00.0
4:41:00 PM	4:50:00 PM	Auto		09:00.0
5:01:00 PM	5:11:00 PM	Auto		10:00.0
5:04:00 PM	5:09:00 PM	Auto		05:00.0
5:06:00 PM	5:17:00 PM	Manual		11:00.0
5:13:00 PM	5:21:00 PM	Manual		08:00.0
5:20:00 PM	5:49:00 PM	Manual		29:00.0
5:23:00 PM	5:26:00 PM	Manual		03:00.0
5:31:00 PM	5:50:00 PM	Manual		19:00.0
5:33:00 PM	5:54:00 PM	Manual		21:00.0
5:35:00 PM	5:55:00 PM	Manual		20:00.0
5:32:00 PM	5:53:00 PM	Manual		21:00.0
5:53:00 PM	X	Auto	Video Ends	X
6:02:00 PM	X	Manual	Video Ends	X
6:07:00 PM	X	Manual	Video Ends	X
6:09:00 PM	X	Auto	Video Ends	X

Traffic Cam Study - Car and RV Wash (13th and Broadwater)

Performed By: Performance Engineering
Date of Study: 9/20/2019
Study Performed: 11am - 630 pm

TOTAL TRIPS	AVG. SERVICE TIME - AUTO (MIN)	AVG. SERVICE TIME- MANUAL (MIN)	Peak Time	Peak Auto Visits	Total Auto Visits
54	06:00.0	12:54.3	2pm - 3pm	4	6
			Peak Time Visits	Peak Manual Visits	Total Manual Visits
			8	3	17

Arrival Time	Departure Time	Wash Type	Notes	Service Time
11:00:00 AM	X	Vacuum	Not sure where they left	X
11:01:00 AM	11:29:00 AM	Auto		28:00.0
11:19:00 AM	11:30:00 AM	Auto		11:00.0
11:24:00 AM	11:51:00 AM	Manual		27:00.0
12:12:00 PM	12:27:00 PM	Manual		15:00.0
12:17:00 PM	12:23:00 PM	Manual		06:00.0
12:38:00 PM	12:54:00 PM	Manual		16:00.0
1:45:00 PM	2:01:00 PM	Manual		16:00.0
1:46:00 PM	1:59:00 PM	Manual		13:00.0
1:49:00 PM	X	Manual	Not sure where they left	X
2:00:00 PM	2:07:00 PM	Auto		07:00.0
2:10:00 PM	2:28:00 PM	Auto		18:00.0
2:12:00 PM	2:22:00 PM	Manual		10:00.0
2:20:00 PM	2:25:00 PM	Auto		05:00.0
2:35:00 PM	2:46:00 PM	Auto		11:00.0
2:47:00 PM	3:05:00 PM	Manual		18:00.0
2:49:00 PM	2:52:00 PM	Vacuum		03:00.0
2:57:00 PM	3:22:00 PM	Manual		25:00.0
3:12:00 PM	3:37:00 PM	Manual		25:00.0
3:25:00 PM	3:29:00 PM	Manual		04:00.0
3:26:00 PM	3:33:00 PM	Manual		07:00.0
4:08:00 PM	4:49:00 PM	Manual		41:00.0
4:11:00 PM	4:16:00 PM	Manual		05:00.0
4:37:00 PM	4:40:00 PM	Coin Dispenser		03:00.0
4:48:00 PM	4:52:00 PM	Manual		04:00.0
5:10:00 PM	5:13:00 PM	Vacuum		03:00.0
6:00:00 PM	6:14:00 PM	Manual		14:00.0

Traffic Cam Study - Car and RV Wash (13th and Broadwater)

Performed By: Performance Engineering
Date of Study: 9/21/2019
Study Performed: 730am - 630 pm

TOTAL TRIPS	AVG. SERVICE TIME - AUTO (MIN)	AVG. SERVICE TIME- MANUAL (MIN)	Peak Time	Peak Auto Visits	Total Auto Visits
132	08:17.1	15:43.8	2pm - 3pm	2	18
			Peak Time Visits	Peak Manual Visits	Total Manual Visits
			10	7	39

Arrival Time	Departure Time	Wash Type	Notes	Service Time
8:03:00 AM	8:18:00 AM	Manual		15:00.0
8:06:00 AM	8:10:00 AM	Coin Dispenser		04:00.0
8:21:00 AM	8:25:00 AM	Vacuum		04:00.0
9:43:00 AM	9:51:00 AM	Manual		08:00.0
9:49:00 AM	10:29:00 AM	Manual	Went to vacuum first	40:00.0
10:35:00 AM	11:35:00 AM	Manual		00:00.0
10:46:00 AM	X	Manual	Exited right away	X
10:50:00 AM	11:05:00 AM	Auto		15:00.0
10:52:00 AM	10:54:00 AM	Manual	Queued and left	02:00.0
10:56:00 AM	11:33:00 AM	Auto	Was at entrance for while	37:00.0
11:23:00 AM	11:40:00 AM	Manual		17:00.0
11:26:00 AM	11:43:00 AM	Auto		17:00.0
11:28:00 AM	11:42:00 AM	Manual		14:00.0
11:29:00 AM	11:52:00 AM	Vacuum		23:00.0
11:36:00 AM	11:47:00 AM	Manual		11:00.0
11:39:00 AM	11:54:00 AM	Manual		15:00.0
11:44:00 AM	11:57:00 AM	Auto		13:00.0
11:58:00 AM	12:00:00 PM	Coin Dispenser		02:00.0
12:15:00 PM	12:55:00 PM	Manual		40:00.0
12:24:00 PM	1:22:00 PM	Manual		58:00.0
12:46:00 PM	12:55:00 PM	Auto		09:00.0
1:01:00 PM	1:08:00 PM	Auto		07:00.0
1:04:00 PM	1:10:00 PM	Vacuum		06:00.0
1:06:00 PM	1:09:00 PM	Coin Dispenser		03:00.0
1:10:00 PM	1:19:00 PM	Auto		09:00.0
1:15:00 PM	1:24:00 PM	Auto		09:00.0
1:16:00 PM	1:17:00 PM	Manual	Queued and left	01:00.0
1:23:00 PM	2:07:00 PM	Manual		44:00.0
1:35:00 PM	1:42:00 PM	Auto		07:00.0
1:43:00 PM	1:54:00 PM	Manual		11:00.0

Traffic Cam Study - Car and RV Wash (13th and Broadwater)

Performed By: Performance Engineering
Date of Study: 9/21/2019
Study Performed: 730am - 630 pm

TOTAL TRIPS	AVG. SERVICE TIME - AUTO (MIN)	AVG. SERVICE TIME- MANUAL (MIN)	Peak Time	Peak Auto Visits	Total Auto Visits
132	08:17.1	15:43.8	2pm - 3pm	2	18
			Peak Time Visits	Peak Manual Visits	Total Manual Visits
			10	7	39

Arrival Time	Departure Time	Wash Type	Notes	Service Time
1:46:00 PM	1:59:00 PM	Manual		13:00.0
1:51:00 PM	2:00:00 PM	Auto		09:00.0
1:54:00 PM	1:55:00 PM	Vacuum		01:00.0
1:54:00 PM	2:08:00 PM	Auto		14:00.0
2:04:00 PM	2:08:00 PM	Manual		04:00.0
2:05:00 PM	2:09:00 PM	Manual		04:00.0
2:10:00 PM	2:12:00 PM	???	Met someone in lot and left	02:00.0
2:17:00 PM	2:28:00 PM	Manual		11:00.0
2:17:00 PM	2:28:00 PM	Manual		11:00.0
2:27:00 PM	2:47:00 PM	Manual		20:00.0
2:29:00 PM	2:39:00 PM	Auto		10:00.0
2:30:00 PM	2:48:00 PM	Manual		18:00.0
2:30:00 PM	2:53:00 PM	Manual		23:00.0
2:59:00 PM	3:07:00 PM	Auto		08:00.0
3:08:00 PM	3:25:00 PM	Manual		17:00.0
3:14:00 PM	3:40:00 PM	Manual		26:00.0
3:17:00 PM	3:45:00 PM	Auto		28:00.0
3:44:00 PM	4:08:00 PM	Manual		24:00.0
3:49:00 PM	3:59:00 PM	Auto		10:00.0
3:56:00 PM	4:21:00 PM	Manual		25:00.0
4:20:00 PM	4:33:00 PM	Manual		13:00.0
4:22:00 PM	4:34:00 PM	Manual		12:00.0
4:26:00 PM	4:40:00 PM	Manual		14:00.0
4:30:00 PM	4:46:00 PM	Manual		16:00.0
4:41:00 PM	5:05:00 PM	Manual		24:00.0
4:59:00 PM	5:09:00 PM	Auto		10:00.0
5:02:00 PM	5:10:00 PM	Manual		08:00.0
5:04:00 PM	5:07:00 PM	Coin Dispenser		03:00.0
5:05:00 PM	5:17:00 PM	Manual		12:00.0
5:09:00 PM	5:41:00 PM	Manual		32:00.0
5:10:00 PM	5:21:00 PM	Auto		11:00.0
5:12:00 PM	5:33:00 PM	Auto		21:00.0
5:24:00 PM	5:38:00 PM	Manual		14:00.0
5:58:00 PM	6:21:00 PM	Manual		23:00.0
6:05:00 PM	6:19:00 PM	Manual	Reverse exits	14:00.0
6:19:00 PM	X	Manual	Video Ends	X

Traffic Cam Study - Car and RV Wash (13th and Broadwater)

Performed By: Performance Engineering
Date of Study: 9/22/2019
Study Performed: 7am - 1130am

TOTAL TRIPS	AVG. SERVICE TIME - AUTO (MIN)	AVG. SERVICE TIME- MANUAL (MIN)	Peak Time	Peak Auto Visits	Total Auto Visits
64	08:00.0	13:30.0	10am - 11am	3	10
			Peak Time Visits	Peak Manual Visits	Total Manual Visits
			10	5	18

Arrival Time	Departure Time	Wash Type	Notes	Service Time
7:20:00 AM	7:22:00 AM	Coin Dispenser		02:00.0
7:39:00 AM	7:48:00 AM	Manual		09:00.0
7:44:00 AM	7:57:00 AM	Auto		13:00.0
7:58:00 AM	8:08:00 AM	Manual		10:00.0
8:06:00 AM	8:29:00 AM	Manual	Starts at Coin Dispenser	23:00.0
8:25:00 AM	8:41:00 AM	Manual		16:00.0
8:37:00 AM	8:53:00 AM	Auto		16:00.0
8:38:00 AM	9:04:00 AM	Manual		26:00.0
8:52:00 AM	9:11:00 AM	Manual		19:00.0
8:54:00 AM	8:56:00 AM	Manual		02:00.0
9:03:00 AM	9:16:00 AM	Manual		13:00.0
9:06:00 AM	9:07:00 AM	???	Pulled through and left	01:00.0
9:10:00 AM	9:17:00 AM	Auto		07:00.0
9:11:00 AM	9:32:00 AM	Manual		21:00.0
9:18:00 AM	9:27:00 AM	Auto		09:00.0
9:26:00 AM	9:42:00 AM	Manual		16:00.0
9:37:00 AM	9:57:00 AM	Manual		20:00.0
9:49:00 AM	10:00:00 AM	Manual		11:00.0
9:57:00 AM	10:10:00 AM	Manual	N	13:00.0
9:58:00 AM	10:15:00 AM	Auto		17:00.0
10:10:00 AM	10:19:00 AM	Auto	Entered from back	09:00.0
10:17:00 AM	10:33:00 AM	Manual		16:00.0
10:28:00 AM	10:38:00 AM	Manual		10:00.0
10:31:00 AM	10:50:00 AM	Manual		19:00.0
10:32:00 AM	10:56:00 AM	Auto		24:00.0
10:33:00 AM	10:56:00 AM	Vacuum		23:00.0
10:40:00 AM	10:48:00 AM	Auto		08:00.0
10:43:00 AM	10:49:00 AM	Manual		06:00.0
10:44:00 AM	10:45:00 AM	Manual	Queued and then left	01:00.0
10:53:00 AM	10:55:00 AM	Coin Dispenser		02:00.0
11:01:00 AM	11:08:00 AM	Auto		07:00.0
11:21:00 AM	X	Auto	Video Ends	X

From: Martonen, Dakota
To: Taylor Kasperick
Cc: Zisch, John; Scott Aspenlieder
Subject: RE: Blue Creek Car Wash
Date: Monday, December 12, 2022 11:22:46 AM
Attachments: image002.png
image003.jpg

Hi Taylor,

Thank for the additional information and documentation on the BCCW queue analysis. I have reviewed the updated letter and have the following comments:

- Land Uses in ITE's most recent Trip Generation Manual are significantly higher than observed trips at the Broadwater Car Wash. However, these ITE land use categories have very limited information and local data is generally much more accurate.
- For future studies, ensure trips are counted as a one-way journey. The study indicates the highest observed peak hour count to be 18 trips, but the data collection actually shows 32 trips (18 vehicles).
- Arrival rate for the auto car wash should be based on peak hour observations which was noted in the study to be 8 vehicles/hour. Using 8 vph with a multi-server queue analysis still shows adequate queue storage on site.

The comments provided do not need a response or update to the analysis and are for information only. Please let me know if you have questions.

Thank you,

Dakota Martonen, P.E.
STAFF ENGINEER II

CITY OF BILLINGS PUBLIC WORKS DEPARTMENT
Office 406.237.6289
Email martonend@billingsmt.gov
2224 Montana Avenue • Billings, Montana 59101

From: Taylor Kasperick <taylor@performance-ec.com>
Sent: Tuesday, December 6, 2022 1:23 PM
To: Martonen, Dakota <martonend@billingsmt.gov>
Cc: Zisch, John <ZischJ@billingsmt.gov>; Scott Aspenlieder <scott@performance-ec.com>
Subject: [EXTERNAL] RE: Blue Creek Car Wash

Hey Dakota,

I hope all is well. John forwarded your comments on the Blue Creek Car Wash Queue Analysis so I wanted to get you over some additional information and answer a couple of the questions. I have attached a revised Queue Analysis Letter with this email for your reference.

In relation to the total daily trips, I have included a summary of the traffic camera footage from the car wash on Broadwater Avenue referenced previously. In this analysis, we noted a peak trips per day of 170 (85 total vehicles in and out). This was on a Thursday from 10:30 AM to 6:10 PM, so may be on the order of 200 factoring in any stragglers outside those core hours. This value is similar to what would be anticipated when looking at the generation statistics from ITE's Trip Generation Manual for Land Use 947 and 948, even though those uses have limited data as well. All in all, the trip generation from this facility should be well under the 500 trips per day based on the analyzed information and from ITE estimates. I have included this discussion in the revised letter as well.

In the revised letter, I have included a summary from the analysis performed at the Broadwater Avenue location, and have linked to the videos below should you wish to watch them yourself. Based on those analysis, the peak hour identified during the study was 18 vehicles utilizing the site, with 8 of those being attributed to the auto wash bays, 9 to the manual bays, and 1 to coin dispenser. These values are actually less than the conservative value of 14 we utilized in the queue analysis which was provided to us by Rocky Mountain Car Wash (unrelated project) for one of their facilities in Wyoming. Similarly, we computed the average service time for both auto and manual bays based on the survey of the Broadwater location. Auto service times greater than 10 minutes were thrown out of consideration as service time through the was is a set period and vehicles within the site longer than this are there utilizing other services such as vacuums or hand drying their vehicles. The average service time in doing so is 7:26, which aligns with that assumed in the submitted queue analysis. This service time was also verified by the wash system supplier for the project as an appropriate service time.

https://www.dropbox.com/t/wFpRxkLZLibMWBCP

In the videos observed for the Broadwater Avenue wash facility, there were multiple instances noted where all four manual bays were in use and another customer arrived at the site. In each instance, the newly arriving customer elected to leave after seeing each bay was occupied rather than wait until one of the vehicles in the bays were finished. This leads to the "passer-by" nature of the car was referenced in the Queue Letter, and why it is believed and we are comfortable providing a single queueing location for each manual wash bay for this site.

In relation to site configuration, the layout you reference had been discussed amongst ourselves and the owner. Given this project's relative location in comparison to residences, it has been oriented in this manner to 1) direct noise from the auto-bay blowers away from nearby residences and 2) direct vehicles exiting wash bays towards vaccums placed on the west side of the lot. While I agree with the reduction in potential conflict if rotated, I believe there is sufficient space in the "exit" aisle to allow for two way traffic in that area for vehicles entering and exiting.

Please let me know if you have any further questions after receiving this additional information. I

meant to get it over to you sooner prior to re-submitting for special review, but was unable to do so.

Thank you!

Taylor

Taylor Kasperick, PE
Project Manager
taylor@performance-ec.com
Office: 406.384.0080
Mobile: 801.657.0372

PE_Logo_MainDark_2C linkedin

608 North 29th Street • Billings, MT 59101
www.performance-ec.com

From: Zisch, John <ZischJ@billingsmt.gov>
Sent: Monday, November 21, 2022 10:25 AM
To: Taylor Kasperick <taylor@performance-ec.com>
Subject: FW: Blue Creek Car Wash

Taylor,

Dakota reviewed the queuing analysis and had some comments .

Regards,

John Zisch
City of Billings Public Works Department
Engineering
2224 Montana Avenue
Billings, MT 59101
406-657-8234

From: Martonen, Dakota <martonend@billingsmt.gov>
Sent: Monday, November 21, 2022 9:09 AM
To: Zisch, John <ZischJ@billingsmt.gov>
Subject: RE: Blue Creek Car Wash

John,

I have reviewed the Blue Creek Car Wash Queueing Analysis memo and have the following

comments/questions:

- Additional information should be provided in the memo to document the expected total daily trips and demonstrate that a traffic impact study is not required.
- Provide documentation of data collected for the Broadwater Avenue Car & RV Wash that was used in this analysis.
    - This documentation needs to show peak hour of total vehicles, peak hour of automatic wash vehicles, arrival rates, and service rates.
- The analysis notes that manual bays are not expected to stack. Were there any observations in the service count that prove this to be accurate? If they were to stack even one additional vehicle, it could create conflicts at the approach due to the current site layout.
- Can the site be configured to allow for counterclockwise flow to reduce the conflict at the site approach?

Let me know if there are any questions or concerns. Thank you!

Dakota Martonen, P.E.
STAFF ENGINEER II

CITY OF BILLINGS PUBLIC WORKS DEPARTMENT
Office 406.237.6289
Email martonend@billingsmt.gov
2224 Montana Avenue • Billings, Montana 59101

From: Zisch, John <ZischJ@billingsmt.gov>
Sent: Thursday, November 10, 2022 11:43 AM
To: Martonen, Dakota <martonend@billingsmt.gov>
Subject: FW: Blue Creek Car Wash

Dakota,

Preliminary queuing analysis for the Blue Creek Car Wash is attached. I let Taylor know we had concerns about the traffic circulation (see email chain below) and they would expect this to resolve some of those concerns.

I'll let Taylor know that you will work through it and get back to him before Thanksgiving.

Regards,

John Zisch
City of Billings Public Works Department

Engineering
2224 Montana Avenue
Billings, MT 59101
406-657-8234

From: Taylor Kasperick <taylor@performance-ec.com>
Sent: Thursday, November 10, 2022 11:25 AM
To: Zisch, John <ZischJ@billingsmt.gov>
Cc: Scott Aspenlieder <scott@performance-ec.com>; Alex Neale <aneale@performance-ec.com>
Subject: [EXTERNAL] RE: Blue Creek Car Wash

John,

Thanks for the update following talking with Mac. I have attached our preliminary queuing analysis that was prepared before moving the approach east, and as can be seen would anticipate being able to provide enough queuing storage for up to 13 auto bay vehicles (95% chance 8 or fewer vehicles would arrive at peak hour with a max being calculated at 11 cars) and 8 manual bay vehicles which is anticipated to be sufficient based on review of similar car washes (in discussions with Dakota and background on manual bays, if they are full or have people waiting additional customers will inevitably move along and come back later). Let me know if you have any thoughts/questions on this portion.

In relation to the other points listed below, I have a couple follow-up questions/confirmations that I have included in blue, with the biggest concern being in reference to sidewalk on both sides of Santiago and along Blue Creek Road. Please feel free to give me a shout to discuss or let me know what your thoughts are. Thanks!

Taylor

Taylor Kasperick, PE
Project Manager
taylor@performance-ec.com
Office: 406.384.0080
Mobile: 801.657.0372

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608 North 29th Street • Billings, MT 59101
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From: Zisch, John <ZischJ@billingsmt.gov>
Sent: Wednesday, November 9, 2022 2:06 PM
To: Taylor Kasperick <taylor@performance-ec.com>
Cc: Scott Aspenlieder <scott@performance-ec.com>; Alex Neale <aneale@performance-ec.com>
Subject: RE: Blue Creek Car Wash

Taylor,

Mac was back in the office this morning, so a few of us took another look at your mock-up and would add the following narrative to what I sent Monday:

1. No change.
   Noted
2. The taper at the fill station approach will likely be eliminated and the right turn width extended to the west side of the fill station approach. Final configuration would be determined by evaluation of Santiago Blvd/Blue Creek Rd traffic data.
   Noted
3. The SIA reads that the entire subdivision frontage improvements for Santiago Boulevard are left to the timing of Lot 1 development, so the extent of the curb, sidewalk, and 30' asphalt width for Santiago Blvd should be extended to the Blue Creek Storage Subdivision Lot 2/Cedar Park Subdivision 1st Filing Block 2, Lot 6 lot line.
   While the SIA doesn't necessarily say **that** in the statement "Additional street improvements may be required on Santiago at the time of development of Lot 1," I understand Lot 2's double frontage on Santiago wouldn't be built out unless an SID is created without requiring this. If there is still discussion regarding an SID for road/sidewalk improvements outside Blue Creek Subdivision in the area, I would ask is if Lot 2 could be included in the SID instead given 1) the vagueness of this requirement in the SIA and 2) coordination with adjacent properties' approaches as noted in Item 5 below.
4. Boulevard Walk per BMCC would be anticipated on both sides of the street and the Blue Creek Storage Subdivision would need to have it all installed with the Lot 1 development as mentioned above in item 3.
   Confirming improvement (C&G and sidewalk) on both sides of Santiago is not being implied as an expectation of Lot 1 with this comment? Sidewalks would only be being required on the south side of Santiago correct? If we are explicitly going off the SIA, it notes "No sidewalks are required with this subdivision but are included in the Waiver."
5. The extended required frontage improvements (whole subdivision frontage of Santiago Blvd) will put the taper close to the approach for 2110 Santiago Blvd. We will need to have an updated mock-up to provide further input on how that would be configured. We would also look for MDT to provide input on the configuration of the sidewalk/crossing in their ROW. The dead end sidewalk at the ROW would likely need an ADA ramp and crossing to get to the north side of Santiago Blvd, but without MDT input on the intersection and/or continuation of walk along Blue Creek Rd the City cannot determine final configuration.
   Thoughts on the taper close to 2110 Santiago are above in Item 3. In relation to MDT input on sidewalk/crossing in the ROW, my understanding is we would only be constructing C&G and sidewalk improvements up to where COB right-of-way ends, with only asphalt approach widening occurring in MDT's ROW and being in their purvey. Am I missing something there?
6. Without a queuing analysis, the Engineering Division cannot confirm that the site layout will be acceptable. There are concerns with the queuing and circulation of traffic on site which cannot be vetted prior to queuing analysis being reviewed.
   Noted. Attached is the preliminary queuing analysis based on the current plan.
7. Data for traffic has not been processed yet. We can get you the video, but we haven't

determined any results nor if sufficient data is available from what we collected to determine satisfactory intersection lengths.
When this is available, it would be much appreciated. Thank you!

Regards,

John Zisch
City of Billings Public Works Department
Engineering
2224 Montana Avenue
Billings, MT 59101
406-657-8234

From: Zisch, John
Sent: Monday, November 7, 2022 10:19 AM
To: Taylor Kasperick <taylor@performance-ec.com>
Cc: Scott Aspenlieder <scott@performance-ec.com>; Alex Neale <aneale@performance-ec.com>
Subject: RE: Blue Creek Car Wash

Taylor,

Mac is out this week so I can't get a final confirmation on your mock-ups. From my conversations following the zoning change Council meeting though, I have the following thoughts:

1. The shift in the approach to line up with the fill station approach is good.
2. The addition of a 39'wide roadway from Blue Creek Rd to the car wash/fill station approach in order to have 3 lanes is what we are looking for. The right out wouldn't have a through option since it doesn't line up with a lane on the other side of Blue Creek.
3. The full height curbing for the length of the frontage is good.
4. Installing sidewalk on the south side of Santiago for the length of the frontage is good. The SIA doesn't spell out that this has to be boulevard walk, but I'm not sure that we would go with curbwalk since we have a full Right-of-Way. I'm sure some of the through here is for the slope adjacent. I would anticipate the lot being required to have a fence along the frontage for screening (like was mentioned in the Council meeting for the storage lot). With a fence being installed along the property I wouldn't see why we would vary from the Table 23-406.B.1. requirement of 5' boulevard walk.
5. I need to confirm the length of the required widening of Santiago Blvd, but it looks like you are showing 30' of asphalt east of the car wash approach. I think 30' will hold, but need to confirm. During review we will also be looking at the taper length. I think for a 25 mph zone the taper would need to be 10:1. I measured about 6' of taper width so the length would be 60' instead of the 20' shown.

I will confirm next week when Mac is back, but this should give you a good update.

Regards,

John Zisch
City of Billings Public Works Department
Engineering
2224 Montana Avenue
Billings, MT 59101
406-657-8234

From: Taylor Kasperick <taylor@performance-ec.com>
Sent: Thursday, November 3, 2022 12:18 PM
To: Zisch, John <ZischJ@billingsmt.gov>
Cc: Scott Aspenlieder <scott@performance-ec.com>; Alex Neale <aneale@performance-ec.com>
Subject: [EXTERNAL] Blue Creek Car Wash

John,

Attached is a mock-up of the revised Blue Creek Car Wash layout incorporating c&g, sidewalk, and road widening near Santiago's intersection with Blue Creek Road. I wanted to get this over to you so we can discuss the sidewalk as well as street widening to make sure we have a nailed down approach prior to submitting for special review.

Also, can you share the traffic data that was collected at the intersection as part of this or what the City determined from it?

Thanks a bunch and I will give you a shout tomorrow to discuss.

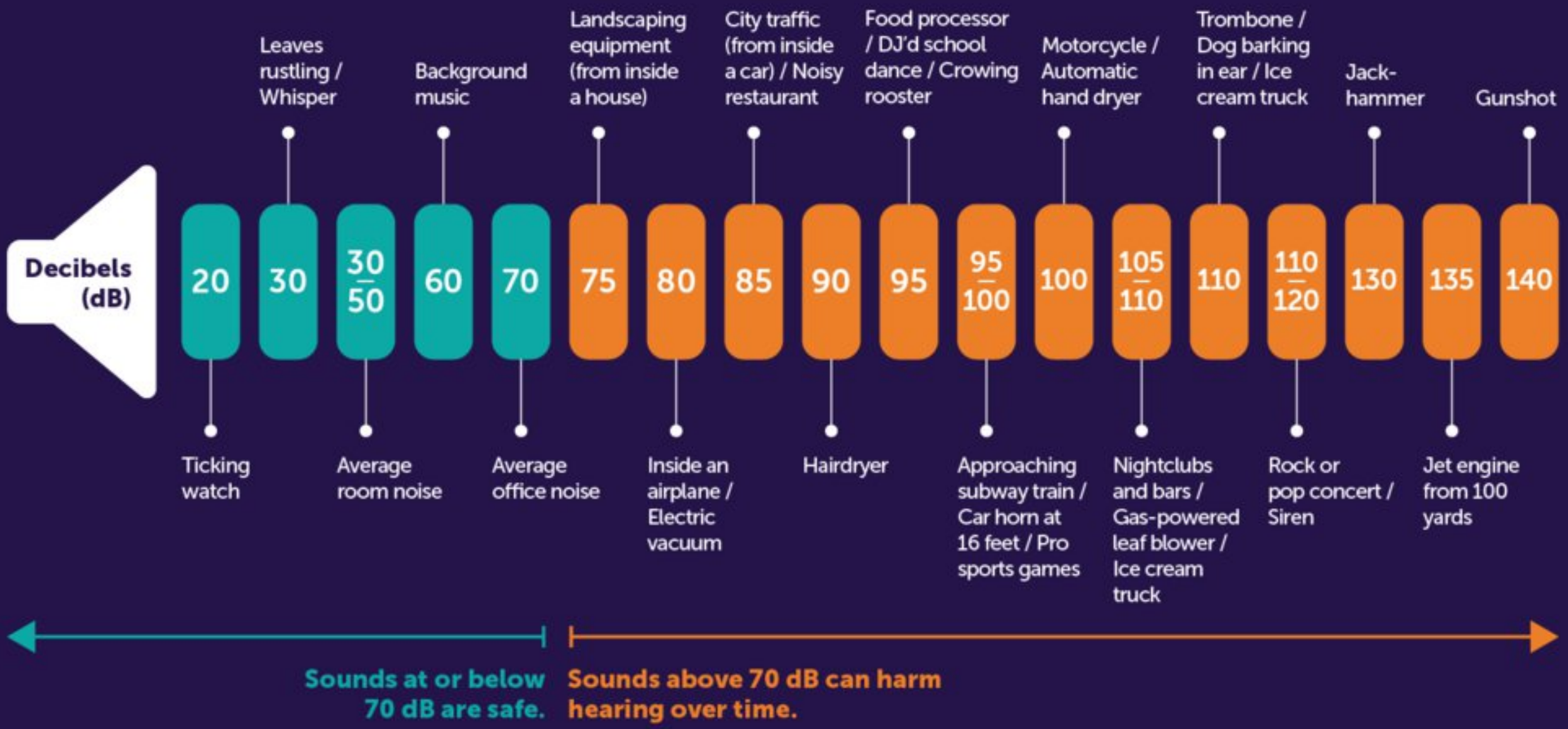
Taylor

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MONTANA DEPT. OF TRANSPORTATION
BILLINGS DISTRICT
BILLINGS, MONTANA

Montana Department of Transportation
PO Box 201001
Helena, MT 59620-1001

Memorandum

To: Bruce Barrett – Billings District Administrator

From: Danielle C. Bolan, P.E. - Traffic Engineer

Date: November 15, 2004

Subject: Secondary 416 – Blue Creek Road
Speed Limit Investigation

Please present the following information to county officials and local law enforcement for review and comment. Inform them that we would prefer to receive all comments in writing within the next sixty days. In order to carry a proposed speed limit recommendation to the Montana Transportation Commission it is essential that local officials submit comments. Their comments along with the Departments final recommendations will be presented to the Montana Transportation Commission for action.

In response to numerous calls and concerns voiced about the speed limit on Blue Creek Road Yellowstone County Commissioners requested a speed limit investigation and recommendations for changes if applicable. This investigation began near the South Billings Boulevard Interchange and continued south to the intersection with Vandaveer Road, an approximate distance of 4.4 miles. The study area consists of portions of both Urban Route 1013 and Secondary 416.

Blue Creek Road is a rural secondary highway that is an extension of South Billings Boulevard. It serves a rural residential area, as well as continuing south to an intersection with Prior Road. The intersection with Vandaveer Road is located at milepost 3.8 (Secondary 416) and marks the southern boundary of the majority of the residential development located in the surrounding environment. The vast majority of the development sets back from the roadway and is accessed via local roads that intersect Blue Creek Road. Of exception is the Blue Creek Elementary School located along the west side of the roadway near milepost 3.1. A previous speed limit investigation was conducted in 1995 establishing a special 50 mph speed zone in front of the school. With the 50 mph speed zone in place Yellowstone County officials invoked a school zone speed limit of 40 mph for the am and pm school crossing periods. The school zone speed limit is deployed through the use of 50 mph / 40 mph variable message speed limit signs equipped with bouncing ball flashing beacons.

In 1998 at the request of county officials the Department conducted a second study just south of the South Billings Boulevard Interchange. That study resulted in a 50 mph speed zone being established from the end of the existing 45 mph speed zone to a point south of the intersection with Hill Crest Road (mp 1.2). There are numerous intersections with local

roads within this segment just south of the Yellowstone River as well as some commercial development. The remainder of the study area from Hill Crest Road to the school zone and south of the school zone is statutorily 70 mph. This area has experienced additional growth since our 1998 investigation.

The roadway was reconstructed in 1983 under project RS 416-1(3) and improved in 1995. The design speed is 50 mph. The typical section consists of two 12-foot travel lanes with 6-foot shoulders in each direction. There is a two-way-left-turn lane in the more densely developed area south of the Yellowstone River within the existing 50 mph speed zone. For the overall route the terrain is flat to rolling with a few horizontal curves.

Accident History

The accident experience was reviewed for three-year period from January 1, 2001 to December 31, 2003. During this period there were 31 accidents reported within the study area. The accident rate is 2.22 accidents per million vehicle miles traveled. This is above the statewide average of 1.73 accidents per million vehicle miles for rural secondary highways. The following table lists the accident types by location.

	Angle	Rearend	Single Veh.	Other
Intersection	6	6	2	1
Non-intersection	0	2	13	1

Twenty-nine of the 31 accidents occurred between milepost 0.0 and milepost 2.0. Most of the conflicts within this segment fall within the boundaries of the existing 50 mph speed zone. There were no accidents reported from milepost 2.0 to milepost 3.3. The Blue Creek School is located within the accident free segment.

There are no definable accident trends that pinpoint a correctable condition.

Travel Speeds

Vehicular travel speeds were sampled at ten locations to develop a speed profile. The following table lists the 85th percentile speeds and the pace of the traffic stream by location beginning at the 45 mph to 50 mph speed limit transition and continuing south to the intersection with Vandaveer Road at milepost 3.8.

Location	85th percentile Speed	Pace of Traffic Stream & Percent
45 mph to 50 mph Transition	Northbound 51 mph Southbound 50 mph	41 mph – 51 mph (70%) 41 mph – 51 mph (66%)
Riverfront Park (50 mph zone)	Northbound 53 mph Southbound 54 mph	44 mph – 54 mph (67%) 44 mph – 54 mph (59%)

Location	85th percentile Speed	Pace of Traffic Stream & Percent
Just south of the River (50 mph zone)	Northbound 57 mph Southbound 51 mph	47 mph – 57 mph (63%) 41 mph – 51 mph (69%)
Quanta Lane (50 mph zone)	Northbound 51 mph Southbound 52 mph	41 mph – 51 mph (58%) 41 mph – 51 mph (60%)
50 mph to 70 mph Transition	Northbound 62 mph Southbound 57 mph	49 mph – 59 mph (56%) 46 mph – 56 mph (61%)
Near Marian Road (milepost 1.8)	Northbound 65 mph Southbound 63 mph	52 mph – 62 mph (48%) 52 mph – 62 mph (51%)
North of Briarwood Blvd. (milepost 2.2)	Northbound 62 mph Southbound 61 mph	46 mph – 56 mph (45%) 49 mph – 59 mph (54%)
South of Robindale Dr. (milepost 2.7)	Northbound 67 mph Southbound 66 mph	52 mph – 62 mph (48%) 55 mph – 65 mph (50%)
Blue Creek School Zone (50 mph / 40 mph)	Northbound 57 mph Southbound 58 mph	44 mph – 54 mph (55%) 47 mph – 57 mph (55%)
Vandaveer Road (milepost 3.7)	Northbound 74 mph Southbound 65 mph	58 mph – 68 mph (40%) 52 mph – 62 mph (47%)

Along the northern portion of the study area the 50 mph speed zone is functioning successfully in representing traffic operation from the intersection with the South Frontage Road to the intersection with Hill Crest Road. The 50 mph speed limit was just below the 85th percentile speeds at nearly every location sampled. There was also a reputable proportion of the traffic stream traveling within the pace along this segment.

From the end of the 50 mph speed zone to the Blue Creek School zone the 85th percentile speeds and the upper limit of the pace are consistently below the statutory 70 mph speed limit posted along this segment. A 60 mph speed limit would best reflect the trend in the travel speed statistics collected at four locations.

The 50 mph speed zone in front of the Blue Creek School is 7 mph to 8 mph below the 85th percentile speeds. Additional compliance in the 50 mph speed zone is desirable for effective operation. South of the Blue Creek School zone at the intersection with Vandaveer Road there is a 9 mph directional difference in the travel speeds. Furthermore, the pace of the traffic stream was identified as being 3 mph to 6 mph below the 85th percentile speeds at this location.

Conclusions and Recommendations

The results of this investigation have identified that the existing 50 mph speed limit on the north end of the study area and the 50 mph / 40 mph special school speed limits are below the

prevailing 85th percentile speeds typically used in setting speed limits. The 50 mph speed zone is right in line with traffic operation. However, additional compliance in the Blue Creek School speed zone is desirable.

As for the remainder of the study area it is functioning the safest with only two reported accidents in the last three years. The travel speeds along this segment are consistently well below the posted statutory 70 mph speed limit. A 60 mph speed limit would be just below the typical 85th percentile speeds and the upper limit of the pace. It would also maintain the preferred 10 mph incremental change in the speed limits to reflect traffic operation. Based on the results of this investigation we recommend the following 60 mph speed limits for Blue Creek Road.

A 60 mph speed limit beginning at station 424+00, project S 132(6) (the end of the 50 mph speed zone approved in 1998) and continuing south to station 326+00, project RS 416-1(3), an approximate distance of 2.045 miles.

The 50 mph / 40 mph special school speed zone for the Blue Creek School will remain in effect as approved in 1996.

A 60 mph speed limit beginning at station 302+00, project RS 416-1(3) and continue south to station 284+00, an approximate distance of 1,800 feet.

DCB:DRB:TRF:s416rpt

attachments

copies: D.E. Williams
D.R. Bailey

SPEED ZONE STUDY

station number 1 NB in BILLINGS
BLUE CR RD

the 85th percentile speed is 73.29 mph
the total number of vehicles in the sample is 800
the average speed of this sample is 64.48 mph
the standard deviation of this sample is 8.90 mph
the standard error of the mean is 0.315 mph
the upper limit of the pace is 68 mph
the lower limit of the pace is 58 mph
the number of vehicles in the pace is 317
the percent of vehicles in the pace is 39.63
the 7th percentile speed = 52.04 mph
the 50th percentile speed = 64.21 mph
the 90th percentile speed = 75.77 mph
the 93rd percentile speed = 77.77 mph

SPEED ZONE STUDY

station number 1 SB in BILLINGS
BLUE CR RD

the 85th percentile speed is 64.82 mph
the total number of vehicles in the sample is 818
the average speed of this sample is 57.14 mph
the standard deviation of this sample is 7.81 mph
the standard error of the mean is 0.273 mph
the upper limit of the pace is 62 mph
the lower limit of the pace is 52 mph
the number of vehicles in the pace is 384
the percent of vehicles in the pace is 46.94
the 7th percentile speed = 45.53 mph
the 50th percentile speed = 56.96 mph
the 90th percentile speed = 67.11 mph
the 93rd percentile speed = 68.81 mph

SPEED ZONE STUDY

station number 2 NB in BILLINGS
BLUE CR RD

the 85th percentile speed is 56.64 mph
the total number of vehicles in the sample is 974
the average speed of this sample is 49.27 mph
the standard deviation of this sample is 8.85 mph
the standard error of the mean is 0.284 mph
the upper limit of the pace is 54 mph
the lower limit of the pace is 44 mph
the number of vehicles in the pace is 533
the percent of vehicles in the pace is 54.72
the 7th percentile speed = 35.06 mph
the 50th percentile speed = 50.17 mph
the 90th percentile speed = 58.73 mph
the 93rd percentile speed = 60.28 mph

SPEED ZONE STUDY

station number 2 SB in BILLINGS
BLUE CR RD

the 85th percentile speed is 57.95 mph
the total number of vehicles in the sample is 991
the average speed of this sample is 50.44 mph
the standard deviation of this sample is 8.87 mph
the standard error of the mean is 0.282 mph
the upper limit of the pace is 57 mph
the lower limit of the pace is 47 mph
the number of vehicles in the pace is 544
the percent of vehicles in the pace is 54.89
the 7th percentile speed = 38.76 mph
the 50th percentile speed = 51.37 mph
the 90th percentile speed = 59.55 mph
the 93rd percentile speed = 60.96 mph

SPEED ZONE STUDY

station number 3 NB in BILLINGS
BLUE CR RD

the 85th percentile speed is 66.72 mph
the total number of vehicles in the sample is 555
the average speed of this sample is 59.06 mph
the standard deviation of this sample is 7.54 mph
the standard error of the mean is 0.320 mph
the upper limit of the pace is 62 mph
the lower limit of the pace is 52 mph
the number of vehicles in the pace is 264
the percent of vehicles in the pace is 47.57
the 7th percentile speed = 47.92 mph
the 50th percentile speed = 59.02 mph
the 90th percentile speed = 68.23 mph
the 93rd percentile speed = 69.74 mph

SPEED ZONE STUDY

station number 3 SB in BILLINGS
BLUE CR RD

the 85th percentile speed is 66.41 mph
the total number of vehicles in the sample is 460
the average speed of this sample is 59.51 mph
the standard deviation of this sample is 7.20 mph
the standard error of the mean is 0.336 mph
the upper limit of the pace is 65 mph
the lower limit of the pace is 55 mph
the number of vehicles in the pace is 232
the percent of vehicles in the pace is 50.43
the 7th percentile speed = 48.10 mph
the 50th percentile speed = 59.88 mph
the 90th percentile speed = 67.76 mph
the 93rd percentile speed = 69.47 mph

SPEED ZONE STUDY

station number 4 NB in BILLINGS
BLUE CR RD

the 85th percentile speed is 61.68 mph
the total number of vehicles in the sample is %2083
the average speed of this sample is 53.35 mph
the standard deviation of this sample is 7.86 mph
the standard error of the mean is 0.172 mph
the upper limit of the pace is 56 mph
the lower limit of the pace is 46 mph
the number of vehicles in the pace is 944
the percent of vehicles in the pace is 45.32
the 7th percentile speed = 42.48 mph
the 50th percentile speed = 52.71 mph
the 90th percentile speed = 64.08 mph
the 93rd percentile speed = 65.90 mph

SPEED ZONE STUDY

station number 4 SB in BILLINGS
BLUE CR RD

the 85th percentile speed is 60.87 mph
the total number of vehicles in the sample is %2107
the average speed of this sample is 54.19 mph
the standard deviation of this sample is 6.42 mph
the standard error of the mean is 0.140 mph
the upper limit of the pace is 59 mph
the lower limit of the pace is 49 mph
the number of vehicles in the pace is %1132
the percent of vehicles in the pace is 53.73
the 7th percentile speed = 44.73 mph
the 50th percentile speed = 54.16 mph
the 90th percentile speed = 62.42 mph
the 93rd percentile speed = 63.78 mph

SPEED ZONE STUDY

station number 5 NB in BILLINGS
BLUE CR RD

the 85th percentile speed is 65.14 mph
the total number of vehicles in the sample is %2300
the average speed of this sample is 57.87 mph
the standard deviation of this sample is 7.20 mph
the standard error of the mean is 0.150 mph
the upper limit of the pace is 62 mph
the lower limit of the pace is 52 mph
the number of vehicles in the pace is %1109
the percent of vehicles in the pace is 48.22
the 7th percentile speed = 47.18 mph
the 50th percentile speed = 57.82 mph
the 90th percentile speed = 66.93 mph
the 93rd percentile speed = 68.00 mph

SPEED ZONE STUDY

station number 5 SB in BILLINGS
BLUE CR RD

the 85th percentile speed is 63.43 mph
the total number of vehicles in the sample is %2369
the average speed of this sample is 56.40 mph
the standard deviation of this sample is 6.79 mph
the standard error of the mean is 0.139 mph
the upper limit of the pace is 62 mph
the lower limit of the pace is 52 mph
the number of vehicles in the pace is %1201
the percent of vehicles in the pace is 50.70
the 7th percentile speed = 46.42 mph
the 50th percentile speed = 56.31 mph
the 90th percentile speed = 64.88 mph
the 93rd percentile speed = 66.43 mph

SPEED ZONE STUDY

station number 6 NB in BILLINGS
BLUE CR RD

the 85th percentile speed is 61.80 mph
the total number of vehicles in the sample is %1997
the average speed of this sample is 55.49 mph
the standard deviation of this sample is 6.46 mph
the standard error of the mean is 0.145 mph
the upper limit of the pace is 59 mph
the lower limit of the pace is 49 mph
the number of vehicles in the pace is %1117
the percent of vehicles in the pace is 55.93
the 7th percentile speed = 46.39 mph
the 50th percentile speed = 55.19 mph
the 90th percentile speed = 63.72 mph
the 93rd percentile speed = 64.94 mph

SPEED ZONE STUDY

station number 6 SB in BILLINGS
BLUE CR RD

the 85th percentile speed is 56.58 mph
the total number of vehicles in the sample is %2023
the average speed of this sample is 51.02 mph
the standard deviation of this sample is 5.90 mph
the standard error of the mean is 0.131 mph
the upper limit of the pace is 56 mph
the lower limit of the pace is 46 mph
the number of vehicles in the pace is %1228
the percent of vehicles in the pace is 60.70
the 7th percentile speed = 42.24 mph
the 50th percentile speed = 51.01 mph
the 90th percentile speed = 58.03 mph
the 93rd percentile speed = 58.91 mph

SPEED ZONE STUDY

station number 7 NB in BILLINGS
BLUE CR RD

the 85th percentile speed is 51.37 mph
the total number of vehicles in the sample is #4293
the average speed of this sample is 45.52 mph
the standard deviation of this sample is 6.01 mph
the standard error of the mean is 0.092 mph
the upper limit of the pace is 51 mph
the lower limit of the pace is 41 mph
the number of vehicles in the pace is #2489
the percent of vehicles in the pace is 57.98
the 7th percentile speed = 36.59 mph
the 50th percentile speed = 45.82 mph
the 90th percentile speed = 52.85 mph
the 93rd percentile speed = 53.73 mph

SPEED ZONE STUDY

station number 7 SB in BILLINGS
BLUE CR RD

the 85th percentile speed is 51.97 mph
the total number of vehicles in the sample is #4317
the average speed of this sample is 46.18 mph
the standard deviation of this sample is 5.91 mph
the standard error of the mean is 0.090 mph
the upper limit of the pace is 51 mph
the lower limit of the pace is 41 mph
the number of vehicles in the pace is #2609
the percent of vehicles in the pace is 60.44
the 7th percentile speed = 37.01 mph
the 50th percentile speed = 46.55 mph
the 90th percentile speed = 53.23 mph
the 93rd percentile speed = 53.99 mph

SPEED ZONE STUDY

station number 8 NB in BILLINGS
BLUE CR RD

the 85th percentile speed is 56.64 mph
the total number of vehicles in the sample is %2630
the average speed of this sample is 51.25 mph
the standard deviation of this sample is 6.00 mph
the standard error of the mean is 0.117 mph
the upper limit of the pace is 57 mph
the lower limit of the pace is 47 mph
the number of vehicles in the pace is %1651
the percent of vehicles in the pace is 62.78
the 7th percentile speed = 42.87 mph
the 50th percentile speed = 51.59 mph
the 90th percentile speed = 58.10 mph
the 93rd percentile speed = 59.26 mph

SPEED ZONE STUDY

station number 8 SB in BILLINGS
BLU CR RD

the 85th percentile speed is 51.41 mph
the total number of vehicles in the sample is %2567
the average speed of this sample is 46.42 mph
the standard deviation of this sample is 5.77 mph
the standard error of the mean is 0.114 mph
the upper limit of the pace is 51 mph
the lower limit of the pace is 41 mph
the number of vehicles in the pace is %1759
the percent of vehicles in the pace is 68.52
the 7th percentile speed = 38.34 mph
the 50th percentile speed = 46.64 mph
the 90th percentile speed = 53.04 mph
the 93rd percentile speed = 54.03 mph

SPEED ZONE STUDY

station number 9 NB in BILLINGS
BLUE CR RD

the 85th percentile speed is 53.13 mph
the total number of vehicles in the sample is %4614
the average speed of this sample is 47.53 mph
the standard deviation of this sample is 6.68 mph
the standard error of the mean is 0.098 mph
the upper limit of the pace is 54 mph
the lower limit of the pace is 44 mph
the number of vehicles in the pace is %3099
the percent of vehicles in the pace is 67.17
the 7th percentile speed = 36.79 mph
the 50th percentile speed = 48.58 mph
the 90th percentile speed = 54.08 mph
the 93rd percentile speed = 55.28 mph

SPEED ZONE STUDY

station number 9 SB in BILLINGS
BLUE CR RD

the 85th percentile speed is 54.32 mph
the total number of vehicles in the sample is %4688
the average speed of this sample is 48.02 mph
the standard deviation of this sample is 7.07 mph
the standard error of the mean is 0.103 mph
the upper limit of the pace is 54 mph
the lower limit of the pace is 44 mph
the number of vehicles in the pace is %2757
the percent of vehicles in the pace is 58.81
the 7th percentile speed = 35.66 mph
the 50th percentile speed = 48.90 mph
the 90th percentile speed = 55.89 mph
the 93rd percentile speed = 56.83 mph

SPEED ZONE STUDY

station number 10 NB in BILLINGS
BLUE CR RD

the 85th percentile speed is 50.84 mph
the total number of vehicles in the sample is %4092
the average speed of this sample is 46.23 mph
the standard deviation of this sample is 4.95 mph
the standard error of the mean is 0.077 mph
the upper limit of the pace is 51 mph
the lower limit of the pace is 41 mph
the number of vehicles in the pace is %2854
the percent of vehicles in the pace is 69.75
the 7th percentile speed = 39.22 mph
the 50th percentile speed = 46.34 mph
the 90th percentile speed = 52.23 mph
the 93rd percentile speed = 53.17 mph

SPEED ZONE STUDY

station number 10 SB in BILLINGS
BLUE CR RD

the 85th percentile speed is 50.36 mph
the total number of vehicles in the sample is %4224
the average speed of this sample is 45.36 mph
the standard deviation of this sample is 5.08 mph
the standard error of the mean is 0.078 mph
the upper limit of the pace is 51 mph
the lower limit of the pace is 41 mph
the number of vehicles in the pace is %2795
the percent of vehicles in the pace is 66.17
the 7th percentile speed = 37.79 mph
the 50th percentile speed = 45.38 mph
the 90th percentile speed = 51.51 mph
the 93rd percentile speed = 52.68 mph

serving you with pride

Montana Department of Transportation

Jim Lynch, Director
Brian Schweitzer, Governor

Billings District Office
424 Morey Street
PO Box 20437
Billings, MT 59104-0437

June 16, 2006

Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107-5000

Subject: Speed Limit Investigation
S-416 (Blue Creek Road)
Billings

The Traffic section has completed a speed limit investigation of S-416/ Blue Creek Road; as requested. In short, no changes are recommended to the existing speed limits.

Please review the report and provide your comments to us in writing within the next 60 days.

If you have any questions, please contact the District traffic engineer, Stan Jonutis, at 657-0240.

Respectfully,

Bruce H. Barrett
District Administrator - Billings

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copies: Traffic File

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DISTRICT ADMINISTRATION

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Memorandum

To: Bruce Barrett – Billings District Administrator

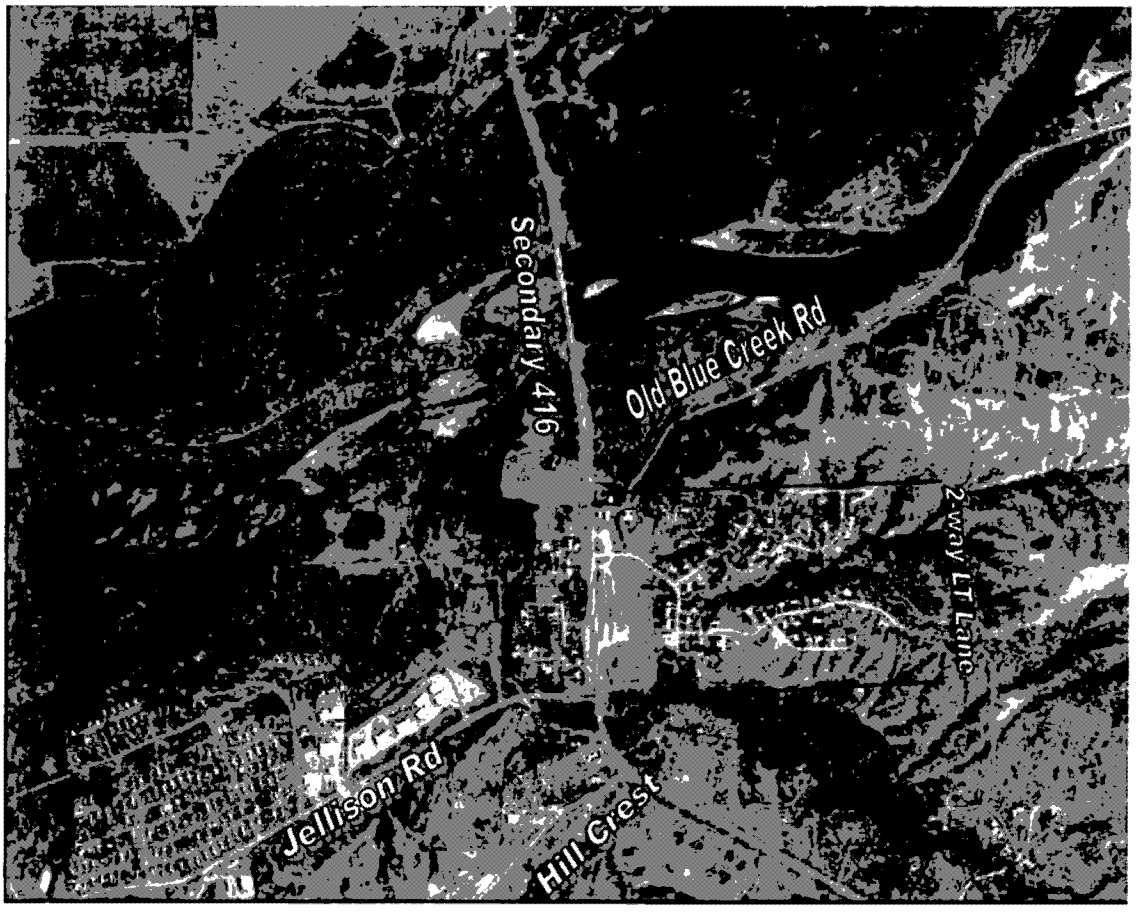
From: Danielle C. Bolan, P.E. - Traffic Engineer

Date: June 12, 2006

Subject: Secondary 416 – Blue Creek Road
Speed Limit Investigation

Please present the following information to county officials and local law enforcement for review and comment. Inform them that we would prefer to receive all comments in writing within the next sixty days.

Yellowstone County Commissioners requested a follow-up investigation of the 50 mph speed zone on Secondary 416. As the Blue Creek community south of Billings continues to grow, residents are reporting more problems with speeding. The following aerial photo depicts the study area.



The area of primary concern is the semi-developed segment between the intersection with Old Blue Creek Road and the intersection with Hill Crest Road. The current 50 mph speed zone was implemented in 1998 and checked in 2004. Jellison Road and HillCrest Lane intersect Secondary 416 at the end of a curve. Intersection sight distance at both intersections exceeds the minimum desirable distance needed for effective operation at 50 mph travel speeds. However, the change in roadway alignment and the vegetation along Blue Creek Road may be creating some discomfort for motorists accessing Secondary 416.

The roadway was reconstructed in 1983 under project RS 416-1(3) and improved in 1995. The design speed is 50 mph. The typical section consists of two 12-foot travel lanes with 6-foot shoulders in each direction. There is a two-way-left-turn lane in operation for the area having the highest density of access points and a right-turn lane for the intersection with Jellison Road. As indicated in the aerial photograph Jellison Road serves a large bedroom community located west of Secondary 416.

Accident History

The accident experience was reviewed for three-year period from January 1, 2003 to December 31, 2005. During this period there were 33 accidents reported within the study area. The accident rate is 1.79 accidents per million vehicle miles traveled. This is consistent with the statewide average of 1.68 accidents per million vehicle miles traveled for rural secondary highways and below the 1.91 accident rate for the three year period in which the previous investigation covered. The following table lists the accident types by location.

	Angle	Rearend	Single Veh.	Other
Intersection	3	4	3	3
Non-intersection	1	1	16	2

Adverse roadway conditions and alcohol were listed as contributing factors in 30 percent of the accident experience. One of the alcohol related accidents resulted in a fatality.

There was a concentration of nine accidents within the portion of the 50 mph speed zone south of the intersection with Jellison Road. They consisted of six single vehicle accidents, a rearend accident and two other multiple vehicle type accidents. There are no definable trends that pin-point a correctable condition. Adverse roadway conditions were listed as a contributing factor in four of the accidents that occurred within this segment.

Travel Speeds

Vehicular travel speeds were sampled at six locations in April 2006. The following table depicts the speed statistics by location.

Location	85th Percentile Speed	Pace of Traffic Stream
South end of Yellowstone River Bridge (50 mph zone)	54 mph Northbound 54 mph Southbound	(44 mph – 54 mph) 69% (44 mph – 54 mph) 67%
Near the Intersection w/ Old Blue Creek Rd. (50 mph zone)	53 mph Northbound 54 mph Southbound	(44 mph – 54 mph) 59% (44 mph – 54 mph) 65%
Near the Intersection w/ Quanta Lane (50 mph zone)	52 mph Northbound 51 mph Southbound	(41 mph – 51 mph) 58% (41 mph – 51 mph) 59%
Near the Intersection w/ Jellison Road (50 mph zone)	52 mph Northbound 49 mph Southbound	(44 mph – 54 mph) 43% (41 mph – 51 mph) 49%
Near the Intersection w/ Hill Crest Road (50 mph zone)	56 mph Northbound 53 mph Southbound	(47 mph – 57 mph) 65% (44 mph – 54 mph) 68%
1,300' South of Hill Crest Road (60 mph zone)	62 mph Northbound 61 mph Southbound	(52 mph – 62 mph) 59% (49 mph – 59 mph) 61%

The 50 mph speed limit is at or just below the 85th percentile speeds and the upper limit of the pace identified within the boundaries of the zone. The speed statistics did show that there is some reduction in the travel speeds in the area of the intersection with Jellison Road. We attribute this to the number of turning movements in the area.

Conclusions and Recommendations

Based on the travel speeds gathered at five locations within the study area the existing 50 mph speed limit is the lowest that can be supported by current engineering practices used to arrive at a speed limit recommendation. The 50 mph speed limit is also commensurate with the roadway's design features.

Since our last investigation both traffic operation and the roadway's safety record have remained consistent. Therefore, based on the results of this and previous investigations we recommend no change to the existing speed limit configuration.

DCB:DRB:TRF:s416rpt

attachments

copies: D.E. Williams
D.R. Bailey

SPEED ZONE STUDY

station number 1 NB in BLUE CK RD
S-416

the 85th percentile speed is 53.98 mph
the total number of vehicles in the sample is %6466
the average speed of this sample is 49.38 mph
the standard deviation of this sample is 5.15 mph
the standard error of the mean is 0.064 mph
the upper limit of the pace is 54 mph
the lower limit of the pace is 44 mph
the number of vehicles in the pace is %4440
the percent of vehicles in the pace is 68.67
the 7th percentile speed = 42.19 mph
the 50th percentile speed = 49.63 mph
the 90th percentile speed = 55.46 mph
the 93rd percentile speed = 56.37 mph

SPEED ZONE STUDY

station number 1 SB in BLUE CK RD
S-416

the 85th percentile speed is 53.95 mph
the total number of vehicles in the sample is %7225
the average speed of this sample is 49.10 mph
the standard deviation of this sample is 5.41 mph
the standard error of the mean is 0.064 mph
the upper limit of the pace is 54 mph
the lower limit of the pace is 44 mph
the number of vehicles in the pace is %4858
the percent of vehicles in the pace is 67.24
the 7th percentile speed = 41.30 mph
the 50th percentile speed = 49.28 mph
the 90th percentile speed = 55.57 mph
the 93rd percentile speed = 56.57 mph

SPEED ZONE STUDY

station number 2 NB in BLUE CK RD
S-416

the 85th percentile speed is 52.54 mph
the total number of vehicles in the sample is %6453
the average speed of this sample is 46.65 mph
the standard deviation of this sample is 6.29 mph
the standard error of the mean is 0.078 mph
the upper limit of the pace is 54 mph
the lower limit of the pace is 44 mph
the number of vehicles in the pace is %3801
the percent of vehicles in the pace is 58.90
the 7th percentile speed = 36.21 mph
the 50th percentile speed = 47.54 mph
the 90th percentile speed = 53.59 mph
the 93rd percentile speed = 54.58 mph

SPEED ZONE STUDY

station number 2 SB in BLUE CK RD
S-416

the 85th percentile speed is 53.82 mph
the total number of vehicles in the sample is %7184
the average speed of this sample is 48.68 mph
the standard deviation of this sample is 5.71 mph
the standard error of the mean is 0.067 mph
the upper limit of the pace is 54 mph
the lower limit of the pace is 44 mph
the number of vehicles in the pace is %4650
the percent of vehicles in the pace is 64.73
the 7th percentile speed = 40.01 mph
the 50th percentile speed = 49.13 mph
the 90th percentile speed = 55.28 mph
the 93rd percentile speed = 56.29 mph

SPEED ZONE STUDY

station number 3 NB in BLUE CK RD
S-416

the 85th percentile speed is 51.78 mph
the total number of vehicles in the sample is 669
the average speed of this sample is 45.80 mph
the standard deviation of this sample is 6.13 mph
the standard error of the mean is 0.237 mph
the upper limit of the pace is 51 mph
the lower limit of the pace is 41 mph
the number of vehicles in the pace is 390
the percent of vehicles in the pace is 58.30
the 7th percentile speed = 36.67 mph
the 50th percentile speed = 46.26 mph
the 90th percentile speed = 53.10 mph
the 93rd percentile speed = 53.89 mph

SPEED ZONE STUDY

station number 3 SB in BLUE CK RD
S-416

the 85th percentile speed is 51.38 mph
the total number of vehicles in the sample is 499
the average speed of this sample is 45.23 mph
the standard deviation of this sample is 6.77 mph
the standard error of the mean is 0.303 mph
the upper limit of the pace is 51 mph
the lower limit of the pace is 41 mph
the number of vehicles in the pace is 296
the percent of vehicles in the pace is 59.32
the 7th percentile speed = 35.70 mph
the 50th percentile speed = 45.93 mph
the 90th percentile speed = 52.72 mph
the 93rd percentile speed = 53.52 mph

SPEED ZONE STUDY

station number 4 NB in BLUE CK RD
S-416

the 85th percentile speed is 52.41 mph
the total number of vehicles in the sample is %4843
the average speed of this sample is 40.98 mph
the standard deviation of this sample is 11.62 mph
the standard error of the mean is 0.167 mph
the upper limit of the pace is 54 mph
the lower limit of the pace is 44 mph
the number of vehicles in the pace is %2069
the percent of vehicles in the pace is 42.72
the 7th percentile speed = 23.31 mph
the 50th percentile speed = 45.31 mph
the 90th percentile speed = 53.67 mph
the 93rd percentile speed = 54.86 mph

SPEED ZONE STUDY

station number 4 SB in BLUR CK RD
S-416

the 85th percentile speed is 49.22 mph
the total number of vehicles in the sample is %5016
the average speed of this sample is 39.37 mph
the standard deviation of this sample is 10.26 mph
the standard error of the mean is 0.145 mph
the upper limit of the pace is 51 mph
the lower limit of the pace is 41 mph
the number of vehicles in the pace is %2479
the percent of vehicles in the pace is 49.42
the 7th percentile speed = 23.12 mph
the 50th percentile speed = 43.12 mph
the 90th percentile speed = 50.31 mph
the 93rd percentile speed = 50.97 mph

SPEED ZONE STUDY

station number 5 NB in BLUE CK RD
S-416

the 85th percentile speed is 55.63 mph
the total number of vehicles in the sample is %3355
the average speed of this sample is 50.27 mph
the standard deviation of this sample is 5.90 mph
the standard error of the mean is 0.102 mph
the upper limit of the pace is 57 mph
the lower limit of the pace is 47 mph
the number of vehicles in the pace is %2164
the percent of vehicles in the pace is 64.50
the 7th percentile speed = 42.46 mph
the 50th percentile speed = 50.74 mph
the 90th percentile speed = 56.67 mph
the 93rd percentile speed = 57.74 mph

SPEED ZONE STUDY

station number 5 SB in BLUE CK RD
S-416

the 85th percentile speed is 53.24 mph
the total number of vehicles in the sample is %3836
the average speed of this sample is 48.03 mph
the standard deviation of this sample is 5.98 mph
the standard error of the mean is 0.097 mph
the upper limit of the pace is 54 mph
the lower limit of the pace is 44 mph
the number of vehicles in the pace is %2612
the percent of vehicles in the pace is 68.09
the 7th percentile speed = 39.97 mph
the 50th percentile speed = 48.62 mph
the 90th percentile speed = 54.18 mph
the 93rd percentile speed = 55.44 mph

SPEED ZONE STUDY

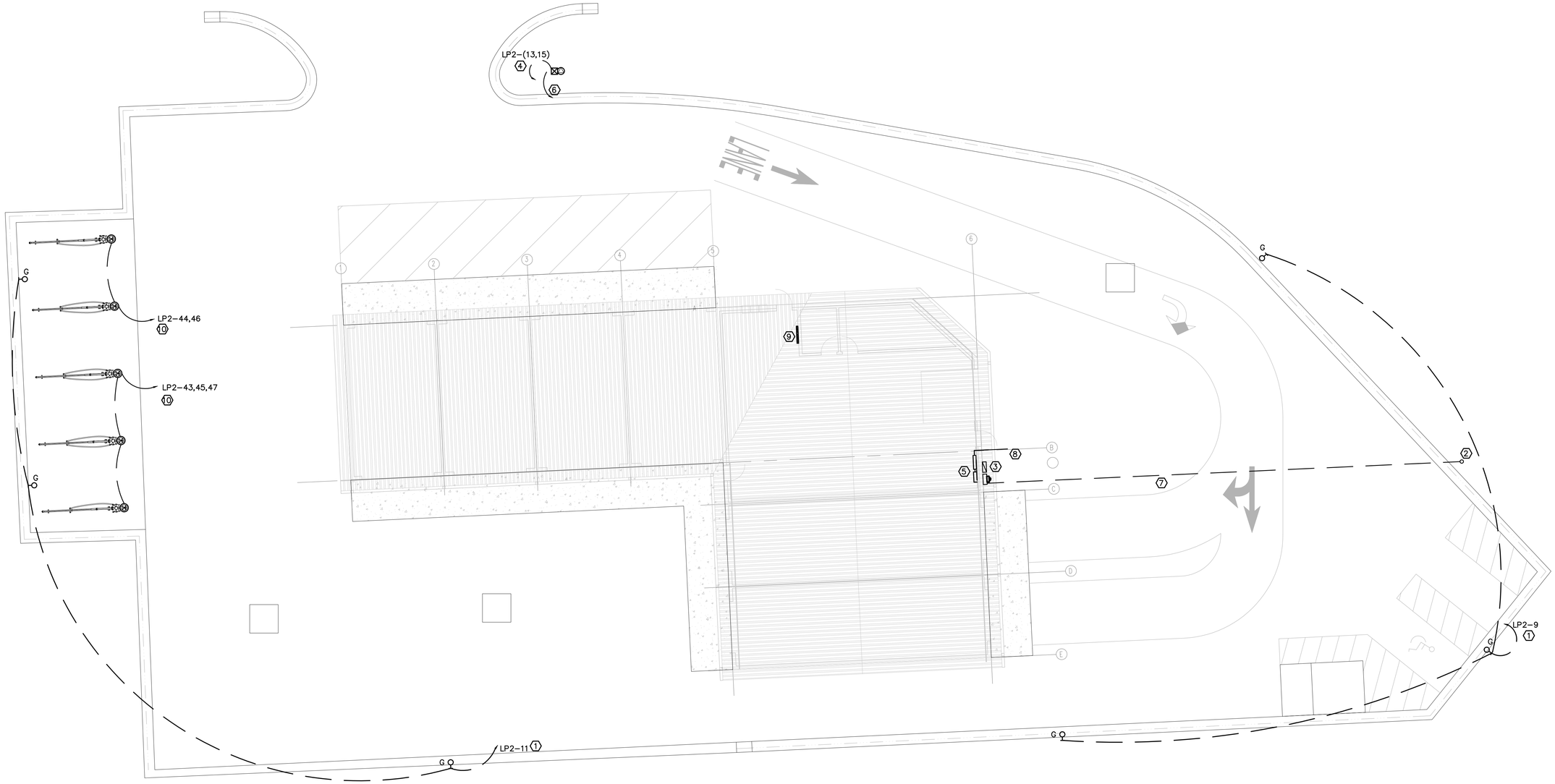
station number 6 NB in BLUE CK RD
S-416

the 85th percentile speed is 62.39 mph
the total number of vehicles in the sample is %3044
the average speed of this sample is 56.65 mph
the standard deviation of this sample is 5.66 mph
the standard error of the mean is 0.103 mph
the upper limit of the pace is 62 mph
the lower limit of the pace is 52 mph
the number of vehicles in the pace is %1807
the percent of vehicles in the pace is 59.36
the 7th percentile speed = 48.18 mph
the 50th percentile speed = 56.71 mph
the 90th percentile speed = 63.88 mph
the 93rd percentile speed = 64.77 mph

SPEED ZONE STUDY

station number 6 SB in BLUE CK RD
S-416

the 85th percentile speed is 61.14 mph
the total number of vehicles in the sample is %3517
the average speed of this sample is 55.60 mph
the standard deviation of this sample is 5.58 mph
the standard error of the mean is 0.094 mph
the upper limit of the pace is 59 mph
the lower limit of the pace is 49 mph
the number of vehicles in the pace is %2146
the percent of vehicles in the pace is 61.02
the 7th percentile speed = 47.69 mph
the 50th percentile speed = 55.50 mph
the 90th percentile speed = 62.40 mph
the 93rd percentile speed = 63.72 mph



NOTES:

AS DESIGNATED IN PLAN

1. ROUTE 2#10+#10G IN 1" CONDUIT TO SITE LIGHTING. SITE FIXTURES SHALL BE PHOTOCELL ON, TIME CLOCK OFF. PROVIDE NUMBER OF HEADS AT ANGLE SHOWN FOR FIXTURE CONFIGURATION.
2. YELLOWSTONE VALLEY ELECTRIC COOP IS SERVING UTILITY, AND EXISTING SERVICE IS OVERHEAD. SET TWO POLES TO EXTEND SERVICE TO THIS LOCATION, WITH POLE MOUNTED TRANSFORMERS.
3. 800A CT CABINET WITH METER ABOVE, AND 800A SERVICE DISCONNECT.
4. POWER FOR LIGHTED MONUMENT SIGN IS ASSUMED TO BE 208V, 1ø, 30A. PROVIDE 30A FUSED WP HD DISCONNECT SWITCH AND CONNECT WITH 2#10+#10G IN 1"C. VERIFY FINAL LOCATION AND REQUIREMENTS PRIOR TO ROUGH IN.
5. LOCATION OF PANELS LP1 AND LP2.
6. PROVIDE 1" CONDUIT WITH PULL STRING FOR COMMUNICATION TO MONUMENT SIGN FROM COMM BOARD TO SIGN.
7. PROVIDE THREE 3" CONDUITS FROM NEW UTILITY POLE WITH TRANSFORMERS TO NEW ELECTRICAL SERVICE.
8. PROVIDE ONE 2" CONDUIT WITH TRACER WIRE AT A 24" DEPTH FROM PANEL LP1 TO A POINT 5' FROM THE EXTERIOR WALL FOR FUTURE USE.
9. LOCATION OF COMM BOARD.
10. POWER FOR VACUUM IS ASSUMED TO BE 2520W, 120V, 1ø. VERIFY FINAL LOCATIONS AND REQUIREMENT PRIOR TO ROUGH IN. CONNECT EACH VACUUM WITH 2#8+#10G, AND MAY HOMERUN AS SHOWN IN 1"C.

1 / E0.2 ELECTRICAL SITE PLAN

Scale: 1" = 10'-0"

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AT ARCHITECTURE

MONTANA
CORY HASNIK
No. 19163E
LICENSED PROFESSIONAL ENGINEER
2022/09/16

BLUECREEK CARWASH

BILLINGS, MT

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PROJECT #: 2230

DATE:	09/16/2022
DRAWN BY:	CH / KV
CHECKED BY:	CH/KV
REVISIONS:	

ELECTRICAL SITE PLAN

E0.3

Recommended Tree Species

Large Trees 40 ft. and up 30 to 40 feet spacing between trees recommended		
Species	Zone	Notes
White Fur Abies concolor	4	Light colored needles that stand up
Norway Spruce Picea abies	3	Pendulous branches. Largest and fastest growing of the spruces. Large cones.
Ponderosa Pine Pinus ponderosa	3	Long needles, native
Serbian Spruce Picea omorika	4	
Colorado Blue Spruce Picea pungens	3	Varies in color from gray-green to blue-green. Sharp needles
Douglas Fir Pseudotsuga menziessi	4	Soft needles
American Elm Ulmus Americana Multiple varieties	4	Fast growing, need training when young. New varieties are dutch elm resistant. Call for recomendation
Elm Hybrids Accolade and Triumph are excellent	4	Dutch elm resistant. Easier to train than American elm. Call for recommendation.
Bur Oak Quercus macrocarpa	3	Ph adaptable, more tolerant of city conditions than most oaks. Small round galls can make tree unsightly in the winter but is harmless to tree.
Swamp White Oak Quercus bicolor	4	Chlorosis can occur in high alkaline soil.
Northern Red Oak Quercus rubra	4	
Scarlet Oak Quercus coccinea	4	
Northern Pin Oak Quercus elipsoidalis	4	
Regal Prince Oak Quercus x warei 'Long'	4	Columnar shape, very narrow, good next to a tall building.
Ginkgo Ginkgo biloba		Very slow growing. Can live hundreds of years.
Northern Hackberry Celtis occidentalis	3	Nipple gall makes leaves unattractive but is harmless to tree. Very tolerant of wind and cold. Salt intolerant.
American Linden Tilia Americana	3	Pyramidal shape. Salt intolerant.
Kentucky Coffeetree Gymnocladus dioicus	3	No serious pest problems.
Northern Catalpa Catalpa speciosa	4	8" to 12" long bean-like fruit capsules persist on tree through winter.

Japanese Zelkova Zelkova serrata 'Green Vase'	4	Similar to American elm
Bloodgood London Planetree Plantanus x acerifolia 'Bloodgood'	4	Will grow in about anything, mostly disease resistant.
Norway Maple Acer platanoides multiple varieties	3	Shallow spreading root system.
Columnar Norway Maple Acer platanoides 'Columnare'	4	Narrow, upright, and compact
Freeman Maple Acer freemainii 'Multiple varieties'	3	Fast growing, cross between red and silver maple, yellow, orange, red fall colors
Sugar Maple Acer saccarum 'multiple varieties'	3	Excellent fall colors from yellow and orange to red.
State Street Maple Acer miyabei 'Morton'	4	Larger and more hardy alternative to Hedge Maple.
Turkish Filbert Corylus colurna	4	Thrives in adverse conditions. Currently being tested in Billings
Honeylocust Gleditsia triacanthos var. inermis 'Skyline' or 'Shademaster'	4	Good urban tree but has been overplanted.

Medium Trees 25 ft. to 40 ft.
20 to 30 feet spacing between trees recommended

Species	Zone	Notes
Black Hills Spruce Picea glauca densata	3	Short blue-green needles. Shapley.
Austrian Pine Pinus nigra	3	Two needle pine, fast growing
Limber Pine Pinus flexalis	2	Native 5 needle pine
Swiss Stone Pine Pinus cembra	4	5 needle pine
Amur Corktree		Shallow spreading root system
Bigtooth Maple Acer grandidentatum	4	Red fall color
Cladrastus kentukea	4	
Crimson King Norway Maple Acer platanoides	4	Maroon foliage all summer

Deborah Norway maple Acer platenoides 'Deborah'	4	Leaves emerge red then turn maroon then dark bronze-green, finally turning to bronze in the fall.
Hedge Maple Acer campestre	4	Best maple for dry alkaline soils, low branching, dense shade, slow growing.
Sensation Box Elder Acer negundo 'Sensation'	4	Male, improved branch structure from species, very fast growing.
Red Maple Acer Rubrum multiple varieties	4	Susceptible to chlorosis in the high ph soils of Billings
Shantung Maple Acer truncatum 'Pacific Sunset'	4	Green glossy leaves turning yellow orange to bright red in the fall.
River Birch Betula nigra 'Heritage'	4	Resistant to Bronze Birch Borer and Japanese Beetle
Katsuratree Cercidiphyllum japonicum	4	Needs ample water, slow growing
Ohio Buckeye Aesculus glabra	4	Can get leaf scorch in summer, best in light shade. Nuts are poisonous.
Horsechestnut Aesculus hippocastanum	3	Very little seadpods
Hybrid Horsechestnut	4	
Honeylocust Multiple varieties available	4	Overplanted in Billings, very tough tree but will get spider mites with extreme heat and drought.
Goldenrain Tree Koelreuteria paniculata	4	Tolerant of soil extremes. No serious pest problems.
American hophornbeam Ostrya virginiana	3	
Littleleaf Linden Tilia cordata	4	Pyramidal shape. Overplanted in Billings area.
Harvest Gold Linden Tilia x mongolica 'Harvest Gold'	3	Yellow fall color, exfoliating red bark.
Dakota Pinnacle Asian White Birch Betula platyphylla 'Fargo'	3	Good resistance to Bronze Birch Borer, drought tolerant, adaptability to heavy clay soils and fairly high ph.
Paper Birch Betula papyrifera	3	Fast growing, white bark
American Hornbeam Carpinus caroliniana	3	No pest problems, no litter, slow growing, beautiful fall color.
Turkish Filburt Corylus colurna	4	Pest-free, tolerates drought and alkaline soil.

Small Trees 15 ft. to 25 ft. 10 to 20 feet spacing between trees recommended		
Species	Zone	Notes
Rocky Mountain Juniper Juniperis scopulorum	3	
Mugo Pine Pinus mugo	2	To 15 feet
Bristlecone Pine Pinus aristata	4	Small, very slow growing
Amur maple Acer ginnala	2	Low branched or multi-stemmed tree, brilliant orange-red to deep red.
Tatarian Maple Acer tataricum	3	Bright red samaras, adaptable to dry, high ph soils and cold winters.
Robin Hill Serviceberry Amelanchier grandiflora 'Robin Hill'	3	Edible berries
Autumn Brilliance Serviceberry Amelanchier x grandiflora 'Autumn Brilliance'	4	
Eastern Redbud Cercis Canadensis	4	Needs protection from cold and wind
Amur Maackia Maackia amurensis	3	Blooms late summer, ornamental seed pods and bark offers winter interest.
Amur Chokecherry Prunus maackii	2	Glossy bronze-colored bark
Newport Plum Prunus Newport	3	
Thundercloud Plum Prunus cerasifera 'Thundercloud'	5	
Mountain Frost Pear Pyrus usseriensis 'Bailfrost'	3	Heavily flowering, beautiful fall tree.
European Mountain Ash Sorbus aucuparia	3	Susceptible to sunscald
China Snow Tree Lilac Syringa pekinensis 'China Snow'	3	
Ivory Silk Lilac Syringa reticulata 'Ivory Silk'	4	

Planting Tips

- Avoid planting trees to deep. The trees first major root should be at ground level. Often time's trees come too deep from the nursery and require having soil removed from the top of the root ball to reach the proper planting depth.
- Keep sod away from the trees stem. The use of mulch is highly advised. Place 2-3 inches deep, out to the drip line of the tree but not up against the tree.
- Watering trees require different watering requirements than turf. Trees should be watered before and after planting. Deep root watering should be done until the tree is established approximately every 7-10 days.
- Do not fertilize in first year of planting.
- Call 811 for underground utilities prior to any digging.

Recommended boulevard trees for City of Billings

Large Trees 40 ft. and up Requires 30 feet spacing between trees and 7 ft. + planting strip		
American Elm Ulmus Americana Multiple cultivars	3	There are a number of new cultivars that are Dutch Elm Disease resistant. Ex. Lewis & Clark, Valley Forge
Hybrid Elm Multiple cultivars	4	There are a number of new cultivars of elm. Ex. Accolade, Triumph
Paper Birch Betula papyrifera Multiple cultivars	3	White peeling bark
Regal Prince Oak Quercus x warei 'Long'	4	Columnar shape, good for tight spots next to tall buildings
Ginkgo Ginkgo biloba	3-4	Select male varieties, very slow growing but can live hundreds of years
Northern Hackberry Celtis occidentalis	3	Nipple gall makes leaves unattractive but is harmless to tree. Very tolerant of extreme conditions.
American Linden Tilia Americana	3	Pyramidal shape.
Northern Catalpa Catalpa speciosa	4	8" to 12" long bean-like fruit capsules persist on tree through winter. Very large leaves
Norway Maple Acer platanoides multiple cultivars	4	Prone to frost cracking and sunscald, subject to limb breakage with high winds and heavy snowloads, prefers sheltered location. Can be a highly desirable tree with proper growing conditions.
Honeylocust Gleditsia triacanthos var. inermis 'Skyline' or 'Shademaster'	4	Tough urban tree but has been overplanted, produces filtered shade from it's many small leaves
Medium Trees 25 ft. to 40 ft. Require 20 feet spacing between trees and 5 to 7 ft. planting strip		
Species	Zone	Notes
Sensation Box Elder Acer negundo 'Sensation'	4	Male, improved branch structure from species. Very fast grower.
Honeylocust Gleditsia triacanthos var. inermis	3-4	Northerern Acclaim, Imperial, Prairie Silk, skyline. Honeylocust has become overplanted in Billings.
Honeylocust Gleditsia triacanthos var. inermis 'Street Keeper'	4	A more narrow, upright, pyramidal shape. Perfect for city streets.
Littleleaf Linden Tilia cordata	3	Pyramidal shape, fast growing, overplanted in Billings area. Ex. Greenspire and Morden
Harvest Gold Linden Tilia mongolica 'Harvest Gold'	3	Yellow fall color, exfoliating red bark.
Dropmore Linden Tilia x flavescens 'Dropmore'	3	Slightly coarser foliage than Tilia cordata with larger leaves.

Dakota Pinnacle Asian White Birch Betula platyphylla 'Fargo'	3	Good resistance to Bronze Birch Borer, drought tolerant, adaptability to heavy clay soils and fairly high ph. Columnar to pyramidal growth habit.
Turkish Filburt Corylus Colurna	4	Pest-free tolerates drought and alkaline soil, slow growing.

Small Trees 15 ft. to 25 ft.
Require 15 feet spacing between trees and 4 ft. + planting strip

Species	Zone	Notes
Robin Hill Serviceberry Amelanchier grandiflora 'Robin Hill'	3	Edible berries
Princess Diana Serviceberry Amelanchier grandiflora 'Princess Diana'	3	
Snowcloud Serviceberry Amelanchier laevis 'Snowcloud'	4	Edible berries
Autumn Brilliance Serviceberry Amelanchier x grandiflora 'Autumn Brilliance'	4	
Amur Maackia Maackia amurensis	3	Blooms late summer, ornamental seed pods and bark offers winter interest.
Newport Plum Prunus Newport	3	
European Bird Cherry Prunus padus	3	
Showy Mountain Ash Sorbus decora	2	Good disease and sun scald resistance
Ivory Silk Lilac Syringa reticulata 'Ivory Silk'	3	
Princess Kay Plum Prunus nigra 'Princess Kay'	3	

Planting Tips

- Avoid planting trees to deep. The trees first major root should be at ground level. Often time's trees come too deep from the nursery and require having soil removed from the top of the root ball to reach the proper planting depth.
- Keep sod away from the trees stem. The use of mulch is highly advised. Place 2-3 inches deep, out to the drip line of the tree.
- Watering trees require different watering requirements than turf. Trees should be watered before and after planting. Deep root watering should be done until the tree is established approximately every 7-10 days.
- Do not fertilize in first year of planting.
- Call 811 for underground utilities prior to any digging.

From: Kirkemo, Zach <zkirkemo@mt.gov>
Sent: Wednesday, January 4, 2023 11:33 AM
To: Taylor Kasperick <taylor@performance-ec.com>
Cc: Scott Aspenlieder <scott@performance-ec.com>
Subject: RE: Blue Creek Access Inquiry

Taylor,

MDT will not allow an additional direct access off S. Billings Blvd to this property as it would violate MDT's recommended access spacing criteria and direct access can be provided by Santiago Blvd.

MDT does not allow frontage-style access roads within MDT R/W due to maintenance concerns, therefore this option will not be allowed either.

All access points to this property will need to come from Santiago Blvd as it is the opinion of MDT this provides the highest level of safety for traffic on S. Billings Blvd and Santiago Blvd.

Thanks,

Zach Kirkemo
MDT Billings District Traffic Engineer
(406) 657-0240
zkirkemo@mt.gov

From: Taylor Kasperick <taylor@performance-ec.com>
Sent: Wednesday, January 4, 2023 9:42 AM
To: Kirkemo, Zach <zkirkemo@mt.gov>
Cc: Scott Aspenlieder <scott@performance-ec.com>
Subject: [EXTERNAL] RE: Blue Creek Access Inquiry

Zach,

I wanted to circle back around with you on this Blue Creek Car Wash inquiry as we are currently going through a zoning special review for the project and at Zoning Commission additional clarity was requested on the topic of discussion. Can you please confirm whether or not an approach, whether it be a standalone approach off Blue Creek Road or a frontage-style access in MDT's R-OW, would be allowed to service the site (Lot 1 of Blue Creek Storage Subdivision)?

Thank you and sorry to pester you again with this.

Taylor

Taylor Kasperick, PE
Project Manager
taylor@performance-ec.com
Office: 406.384.0080
Mobile: 801.657.0372

PERFORMANCE ENGINEERING
608 North 29th Street • Billings, MT 59101
www.performance-ec.com [performance-ec.com]

Taylor Kasperick

From: Kirkemo, Zach <zkirkemo@mt.gov>
Sent: Monday, August 1, 2022 8:52 AM
To: Taylor Kasperick
Subject: RE: Blue Creek Access Inquiry

Taylor,

MDT Maintenance doesn't want a frontage road within MDT R/W in front of this property. Therefore, MDT will not allow an access onto Blue Creek Rd if only one approach to the property is required since Santiago Blvd can be used for access.

Respectfully,

Zach Kirkemo
MDT Billings District Traffic Engineer
(406) 657-0240
zkirkemo@mt.gov

From: Taylor Kasperick <taylor@performance-ec.com>
Sent: Friday, July 29, 2022 12:57 PM
To: Kirkemo, Zach <zkirkemo@mt.gov>
Subject: [EXTERNAL] RE: Blue Creek Access Inquiry

Zach,

I wanted to follow up with you on this and see if you have heard back from your Maintenance Crew Chief yet?

Thank you,

Taylor

Taylor Kasperick, PE
Project Manager
taylor@performance-ec.com
Office: 406.384.0080
Mobile: 801.657.0372

608 North 29th Street • Billings, MT 59101
www.performance-ec.com [performance-ec.com]

From: Kirkemo, Zach <zkirkemo@mt.gov>
Sent: Wednesday, July 27, 2022 2:34 PM
To: Taylor Kasperick <taylor@performance-ec.com>
Subject: RE: Blue Creek Access Inquiry

Taylor,

If the City is only requiring one access point, MDT would strongly recommend the access be off Santiago Blvd.

The existing location will not be allowed to be a “regular” access point. Not sure what the story is with that location, however it was never approved by MDT. I will ask about having this as an emergency-only access if the City requires a secondary access point for emergency services. As far as I am aware, all emergency-only accesses are gated.

The concept of a frontage road from the storage unit approach might be a possibility, however I know our Maintenance crews have not allowed these types of frontage roads within MDT R/W in the past as it can be a little murky who is responsible for regular maintenance of those roads. I have forwarded this on to our Maintenance Chief and have not heard back yet. I will let you know once I hear something.

Thanks,

Zach Kirkemo
MDT Billings District Traffic Engineer
(406) 657-0240
zkirkemo@mt.gov

From: Taylor Kasperick <taylor@performance-ec.com>
Sent: Wednesday, July 27, 2022 11:25 AM
To: Kirkemo, Zach <zkirkemo@mt.gov>
Subject: [EXTERNAL] RE: Blue Creek Access Inquiry

Zach,

It will be commercial, but I don’t believe the City has a requirement of two access points necessarily. There really isn’t space on the site physically fro two access off Santiago as there is a large hill on the north/east side of the property further away from Blue Creek road you go, so if there were two accesses really the only options would be Santiago, Blue Creek, or a “frontage access” off the approach to Blue Creek Storage to the south. If an access off Blue Creek road was allowed for emergency purposes only, how would you/MDT envision that being controlled? With a gate?

Thanks,

Taylor

Taylor Kasperick, PE
Project Manager
taylor@performance-ec.com
Office: 406.384.0080
Mobile: 801.657.0372

PERFORMANCE ENGINEERING
608 North 29th Street • Billings, MT 59101
www.performance-ec.com [performance-ec.com]

From: Kirkemo, Zach <zkirkemo@mt.gov>
Sent: Wednesday, July 27, 2022 11:17 AM

To: Taylor Kasperick <taylor@performance-ec.com>
Subject: RE: Blue Creek Access Inquiry

Taylor,

A couple of questions regarding this property:

1. I assume this will be a commercial development which will require two access points?
2. If so, can both approaches be off Santiago Blvd? If not, can the access off Blue Creek Rd be an emergency-only access?

Based on your responses to these questions, I'll get an answer for you.

Thanks,

Zach Kirkemo
MDT Billings District Traffic Engineer
(406) 657-0240
zkirkemo@mt.gov

From: Taylor Kasperick <taylor@performance-ec.com>
Sent: Monday, July 25, 2022 4:39 PM
To: Kirkemo, Zach <zkirkemo@mt.gov>
Subject: [EXTERNAL] Blue Creek Access Inquiry

Zach,

I think Performance has already reached out on this property previously, but I wanted to shoot over a couple confirmation questions. I have attached a snippet of the property in question, with is located just south of the Santiago Boulevard intersection with Blue Creek Road. The questions I wanted to confirm are below:

1. Would the temporary approach off Blue Creek Road to the property be permittable by MDT for development of the site?
2. If not, could a "frontage access" off the drive approach from the storage units to the south be allowed as a secondary access to the property? This "frontage access" would parallel the west side of the most western storage building.

When able, if you could please let me know your thoughts on the above it would be appreciated.

Thank you,

Taylor

Taylor Kasperick, PE
Project Manager
taylor@performance-ec.com
Office: 406.384.0080
Mobile: 801.657.0372

PERFORMANCE ENGINEERING
608 North 29th Street • Billings, MT 59101
www.performance-ec.com [performance-ec.com]

From: Scott Aspenlieder <scott@performance-ec.com>
Sent: Tuesday, January 3, 2023 1:10 PM
To: Cromwell, Nicole <CromwellN@billingsmt.gov>; Taylor Kasperick <taylor@performance-ec.com>; phillrx@hotmail.com
Subject: [EXTERNAL] RE: Public Comment on City Special Review 995 - Blue Creek Rd & Santiago Blvd - Request for Car Wash

Nicole

I appreciate Mr. Vanica's review of the site plan and commentary. I'd point out a couple of items that I believe we'd disagree with or were design decisions made based on neighborhood comments that Mr. Vanica may not have been privy to.

1. The site and building was oriented with the manual wash bays on the north and auto bay on the east, with cars entering the auto-bay from the east and exiting west, to assure that there were no driers pointed or directed towards the neighboring subdivision but that those were directed at Blue Creek Road. That was done to minimize impact to the neighborhood and was a specific request of the neighbors during the meeting. Should the building be re-configured it would mean that the driers would not be shielded from the neighborhood by the building.
2. Mr. Vanica is correct in that there is some crossing of traffic in the traffic flow within the site. That is specifically within site and not on Santiago Blvd. The queueing analysis performed on the site shows that we will not be backing up traffic onto Santiago or interfering with the approach to Santiago Blvd. The Developer has agreed to install signage indicating who yields and put striping on the asphalt to assist in minimizing potential conflicts in traffic within the site itself. Again, this is something that was sacrificed to a certain level to ensure that the driers and mechanical equipment was shielded from the existing neighborhood to minimize noise. Adding some signage and traffic striping is something that the Developer is open to adding at this point.
3. Lastly, Mr. Vanica's reference to backing out of the vacuum stalls across traffic not be preferred is noted but it is not realistic to be achieved on this site or on most. Nearly every parking lot in the City requires parked vehicles to back into potential travel lanes and is standard in design. The vacuum bays are similar to every other large car wash constructed in the City of Billings in the last decade (Wave, Buggy Bath, Mint, Glacier Express). This is done in an effort to maximize space on the lot.

I hope that answers some of the concerns raised in Mr. Vanica's review of the site from a traffic flow standpoint. Let me know if you have any questions.

Scott Aspenlieder, PE
Principal
scott@performance-ec.com
Office: 406.384.0080
Mobile: 406.461.8392

PERFORMANCE ENGINEERING
608 North 29th Street • Billings, MT 59101
www.performance-ec.com

From: Don Vanica <vanica2225@gmail.com>
Sent: Tuesday, January 3, 2023 9:44 AM
To: Cromwell, Nicole <CromwellN@billingsmt.gov>
Subject: [EXTERNAL] Public Comment on City Special Review 995 - Blue Creek Rd & Santiago Blvd - Request for Car Wash

Dear Nicole,

I reviewed the application materials for the proposed car wash facility at Blue Creek Road and Santiago Blvd and I saw some troubling issues with the traffic flow that no one has addressed.

Looking at the site plan as shown on Drawing Number C1.1 (Proposed Layout) and Exhibit A (Queing Analysis Map), I see that vehicles entering the property will either go left towards the southeast to use the automatic bays or go straight if they're using the manual bays. The exit route isn't shown but I'm assuming the two automatic car wash bays will exit straight west, then turn north parallel to Blue Creek Road before exiting onto Santiago Blvd. Similarly, the vehicles exiting the manual bays will make a right turn to head west and then north to Santiago.

This traffic flow has potential conflict points at the Santiago approach since traffic entering the property crosses in front of exiting traffic and the exiting traffic has to cross in front of entering vehicles. In addition, it appears there are vacuum stations along the exit route adjacent to the Blue Creek Road right-of-way. When drivers are finished using the vacuums, they will be backing up into the line of exiting traffic.

Please share my email with the Zoning Commission as it seems the safe flow of traffic should be looked at when they consider recommending approval or denial of Special Review 995 at their meeting later today. Perhaps the Commission can suggest changes be made to the site layout to prevent the criss-crossing traffic pattern.

Don Vanica
2225 North Echo Drive
Billings

Sent from Mail for Windows

From: normagoose
To: Cromwell, Nicole
Cc: Gary Buchanan; Michele Johnson; norma buchanan
Subject: [EXTERNAL] Fw: re: the proposed car wash on Blue Creek Road
Date: Sunday, January 1, 2023 2:47:02 PM

1.

To the City and County zoning authorities: My name is Norma Buchanan and my husband and I have lived in Blue Creek for nearly 40 years. We chose to raise our family here because of its beauty, location, and multi cultural opportunities in our neighborhoods and schools. We have witnessed exponential growth in both home building and commercial development since we moved here in 1984. It does not surprise us that this area is growing. We chose to live here because we love it. Why would many people not want to live here! It is beautiful.

In the long term I am not opposed to the car wash. However, I am opposed to future commercial and housing development without evidence of effort for some long term planning for this developing area.

As the Blue Creek area continues to develop, we desperately need a long term vision for housing and commercial development to meet the needs of the people as we continue to grow. Otherwise we will just have a great big big mess.

What is most challenging is that both the city and the county have jurisdiction crisscrossing throughout the entire Blue creek area.

I, for example live in the County, but my neighbors to the south in Briarwood and north in Cedar Park Estates live in the City.

How can we work together as County and City to address these very serious concerns. Growth is happening in Blue Creek!

2.

As per my immediate concerns, I ask you to consider not making hasty decisions in regards to the proposed car wash and please take into consideration the following. :

*The car wash will be located on Blue Creek Road, (city) which a 2 lane road that is heavily trafficked.
This is the road to the landfill, Pryor, Chief Plenty Coup State Park, multiple dense neighborhoods (Briarwood, the dense high housing on the plateau above the landfill, ranches, farms, Cedar

Park Estates, Quanta subdivision directly across from Casey's Corner. It is also the road to the new fishing and boating access directly south east after crossing the Yellowstone River Bridge, and also is the route to the Motorcycle Hillclimb recreation area. Riverfront Park is also on this road.

The traffic consists of heavy truck traffic (city garbage trucks, delivery trucks, water delivery trucks, stock trucks, farm harvest trucks, recreational vehicles, motorcycles, and automobiles).

Between the Yellowstone River Bridge and the bridge over Blue Creek to the south, which is approximately 1/4 of a mile in distance, I count on the east side of Blue Creek road, the following entrances and exits from north to south:

~On the east side:

The fishing boat access
A driveway to a private home
The wide entryway to Caseys Corner
Immediately adjacent to Caseys corner parking lot, is Old Blue Creek Road used by those who belong to the Motorcycle Hill Climb Club.
The entry road to the water filling station
the road access to Cedar Park estates
Two entrances to the large RV storage multiplex

~On the west side:

1 private driveway to a home
A neighborhood along Blue Creek Road with 2 or 3 access entrances between the Yellowstone Bridge and the turn to the landfill and the trailer park.

*The speed limit on this stretch of road is 50 mph!

*Another most notable concern is that this stretch of the road is also is where the SCHOOL BUS stops to pick up children in the morning on the east side and drops them off in the afternoon on the west side.

*Having been previously engaged with a group of concerned Blue Creek residents with the City's proposed expansion of the landfill (now approved) over the past few years, we have met numerous times with DEQ officials, County Commissioners, and City officials, and law enforcement officials concerning these road traffic matters. We have been advised that the landfill would begin enforcing legally required "tie down legal restrictions for vehicles carrying garbage to the landfill". This is not happening.

*The thoroughfare of this road itself is under restrictions by the

following agencies;
The City of Billings, Yellowstone County, and the State of Montana, but who actually enforces a cohesive traffic plan?

Again, neighborhoods along Blue Creek Road overlap as City Residential/commercial and, County Residential/commercial.

I also have witnessed far too many high speed chases along this road between Billings and the Pryor Road to see the dangers involved with so much residential and commercial traffic.

*These are legitimate concerns for all of us in Billings, and until the City and the County can join hands and work together, and the respective law enforcement agencies can figure out how to attend to their respective legal obligations of their respective jurisdictions, I feel we cannot possibly add one more entrance and exit access until the traffic issue itself is addressed with good planning.

Again, I have lived here since 1984, and have witnessed an exponential growth in housing and commercial endeavors along Blue Creek Road, with zero traffic planning, and zero building planning to adapt to this growth.

Again, I welcome growth and understand why people wish to live here and understand that commercial services are required with our growth.

I implore you to take time to think ahead with planning for our future of Billings and especially with the present and rapid growth in the Blue Creek area.

Please, rather than making a hasty decision that has been driven by one permit request, consider taking some time to plan for the future and not just for today.

Respectfully,

Norma Buchanan

December 21, 2022

Montana Highway Department, City of Billings, Yellowstone County,

For over 30 yr.'s I have lived on Bowman Dr in Billings MT. I Love this area we call Blue Creek. My children went through Blue Creek Elementary School and on to Riverside and then Senior High. I had a serious accident on Blue Creek Highway years ago, most people would have left so that they did not have to pass that spot over and over. Not me, I embraced it along with the embrace of how this community is a wonderful place to live.

Back in 2002 Briarwood and Cedar Park were annexed into the city. At that point the city took over Cedar Parks water tanks and built a pump house on Santiago. Soon the No Cash Water followed so Santiago suddenly had business entrances. Then came the expansion of The Hill Climbs, The Audubon Center, Norms Island, and Riverfront Park, Storage Units, Bike Park, Blue Creek Boat dock, businesses along Jellison Road, the dump expanding to accommodate the growing city and hundreds more houses out here.

With all this growth and development there has been no improvements around the store where the kids go to the bus. We have never had a bus stop sign on the highway, briarwood or by the store where the bus stops to pick up the kids. Not sure why but now that we have grown, we really need them.

I am angry with you the Montana State Highway Department, the City of Billings, Yellowstone County. You put all these things out here. What did you do to protect us? You did not even give us a BUS STOP SIGN. What is your plan to make the area so many of us live in and love safe?

Thank you,

Roxy Shilhanek

Yellowstone County

COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

P.O. Box 35000
Billings, MT 59107-5000
commission@co.yellowstone.mt.gov

December 13th, 2022

Mr. Stan Brelin, P.E.
Traffic Engineer
Montana Department of Transportation
2701 Prospect Ave.
Helena, MT 59620

Re: Safety Study Request – Yellowstone County – HWY 416 (Blue Cr Rd)

Dear Mr. Brelin,

The Board of Yellowstone County Commissioners requests that the Montana Department of Transportation conduct a safety study on Highway 416. The specific areas of concern would be from the intersections of Midland Rd. and Highway 416 to the intersection of Aqui Esta Dr. and Highway 416. It is our understanding that Department personnel will present the findings of the investigation and the Department's recommendations to the Board of Yellowstone County Commissioners. Yellowstone County has received comments from the public regarding concerns about safety along this section of Highway 416.

It is also our understanding that Yellowstone County officials will have 60 days after receiving the recommendations and findings to transmit comments to you. The comments by Yellowstone County, as well as the Montana Department of Transportation's recommendations, will be presented to the Montana Transportation Commission for action.

All safety changes as approved by the Montana Transportation Commission will be implemented as soon as possible after receiving notification of approval and may be limited to available funding or other fiscal regulations.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chair

Denis Pitman, Member

John Ostlund, Member

BOCC/

cc: Mike Taylor, MDT District Administrator, PO Box 20437, Billings, MT 59104
Tim Miller, Road and Bridge Director, Yellowstone County

From: **Keith Adams** <adamske@billingsschools.org>
Date: Mon, Sep 26, 2022 at 10:53 AM
Subject: Students that walk to Casey's Corner
To: arcticm7@gmail.com <arcticm7@gmail.com>

Wendy and Charles,

As I mentioned on the phone, Billings Public Schools does not transport elementary kids from this area because they attend Blue Creek School, which is a separate district than us so we are not involved. As for Middle School (Riverside), we have 7 total students that are registered to use Casey's Corner as a bus stop. Of those 7, 0 of them this year are walking down Santiago from your subdivision. As for High School (Senior) we have 15 students that are registered to use Casey's Corner as a bus stop. Of those 15, 4 are walking down Santiago from your subdivision.

My routing coordinator tells me that we have, in the past, asked First Student to evaluate the possibility of going up Santiago into that subdivision to pick up a SPED student and they denied that due to there being no exit and no safe place to turn around. As such, Casey's Corner is the only spot that can be used for a bus stop and we rely on the traffic to be as such that the students can get down Santiago and to their bus stop in a safe manner.

Thank you,

Keith Adams
Transportation Director
Billings Public Schools
(406) 281-5596
adamske@billingsschools.org
Click here to book a meeting!

Husman, Karen

From: Rick Cortez <Bluecreekfire@hotmail.com>
Sent: Sunday, September 25, 2022 4:28 PM
To: Husman, Karen; Cromwell, Nicole
Subject: [EXTERNAL] zone change request number 1017

To whom it may concern, I am writing to express opposition to zone change 1017 Santiago blvd./ Blue Creek Rd. Additional zone changes on this property in question will most certainly have adverse effects on the subdivisions around it. The traffic congestion at the intersection of Santiago Blvd. and Blue Creek Rd is already of major concern due to traffic bottlenecks here currently. This will only make this area worse for first responders in the case of an emergency. This intersection is not designed for this type of additional commercial traffic. With the MDT already denying an additional approach off of Blue Creek Rd for access to this proposed commercial site is evident of the traffic impact it will have in this area. Thank you for your time on this matter, Chief Cortez.

Rick Cortez III
Blue Creek VFD, Fire Chief
(406)208-0524
Bluecreekfire@hotmail.com

City Council Regular

Date:	01/23/2023
Title:	SID 1421 Cypress Point Public Hearing and Resolution Creating District
Presented by:	Debi Meling
Department:	Public Works
Presentation:	Yes
Legal Review	Yes

RECOMMENDATION

Staff recommends that Council conduct a public hearing and approve the resolution creating SID 1421 Cypress Point.

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

Ron Hill, owner of 17 of the 23 lots proposed in the SID 1421 district boundary, desires to construct public improvements on Opal Lane, Greenbriar Road, and Cypress Point. The infrastructure generally consists of water, sanitary sewer, storm drain, curb and gutter, and street improvements to Opal Lane, Greenbriar Road, and Cypress Point. Ron Hill will pay a cash contribution for the infrastructure cost associated with 17 of his lots. This is necessary to meet the requirements of the City's Raw Land District Requirements (Resolution No. 87-15592). Ron Hill's cash contribution represents 72% of the total project costs. Attached is a map of the district and the Resolution Creating SID 1421. The valid protests received for the SID will be presented at the City Council meeting.

ALTERNATIVES

The Council may:

- Conduct a public hearing and approve the resolution creating SID 1421; or,
- After holding a public hearing, do not approve the resolution creating SID 1421. If not approved, Cypress Point, Opal Lane, and Greenbriar Road will not be constructed by adjacent property owners. These streets need to be constructed to make the 23 existing lots buildable.

FISCAL EFFECTS

The total estimated costs of the Improvements are $1,195,908.34. The costs of the Improvements are to be paid from the following sources: (1) $335,000.00 of Special Improvement District bonds; and (2) $860,908.34 of cash contribution by Ron Hill, the owner of 17 of the 23 lots in the District.

Attachments

Resolution Creating SID 1421
Map of SID 1421

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 23-_____, entitled: "RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. **1421**; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on **January 23, 2023**, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Councilmembers voted in favor thereof: _____
_____
_____
_____; voted against the same: _____
_____; abstained from voting thereon: _____
_____; or were absent: _____
_____
_____.

WITNESS my hand officially this _ day of _____.

_____
Denise Bohlman CITY CLERK

RESOLUTION NO. 23-_____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. **1421**; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE.

BE IT RESOLVED by the City Council of the City of Billings (the "City"), Montana, as follows:

Section 1. Passage of Resolution of Intention. This Council, on **December 12, 2022,** adopted Resolution No. **22-11087** (the "Resolution of Intention"), pursuant to which this Council declared its intention to create a special improvement district, designated as Special Improvement District No. **1421** of the City, under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, for the purpose of financing the costs of certain local improvements described generally therein (the "Improvements") and paying costs incidental thereto, including costs associated with the sale and the security of special improvement district bonds drawn on the District (the "Bonds"), the creating and administration of the District, the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

Section 2. Notice and Public Hearing. Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with the law, and on **January 23, 2023**, this Council conducted a public hearing on the creation or extension of the District and the making of the Improvements. The meeting of this Council at which this resolution was adopted is the first regular meeting of the Council following the expiration of the period ended 15 days after the first date of publication of the notice of passage of the Resolution of Intention (the "Protest Period").

Section 3. Protests. Within the Protest Period, _____ protests were filed with the City Clerk and not withdrawn by the owners of property in the District subject to assessment for ___% of the total costs of the Improvements or representing ___% of the area of the District to be assessed for the cost of the Improvements. **The protest represents __% of the assessed cost.**

Section 4. Creation of the District; Insufficiency of Protests. The District is hereby created on the terms and conditions set forth in, and otherwise in accordance with, the Resolution of Intention. The protests against the creation or extension of the

District or the making of the Improvements filed during the Protest Period, if any, are hereby found to be insufficient. The findings and determinations made in the Resolution of Intention are hereby ratified and confirmed.

Section 5. Reimbursement Expenditures.

5.01. Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

5.02. Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2 (j) (2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2 (f) (2) of the Regulations, or (iv) expenditures in a "de minimus" amount (as defined in Section 1.150-2 (f) (1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.

5.03. Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs for the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of **$335,000.00** after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2 (d) (3) of the Regulations.

5.04. Budgetary Matters. As of the date hereof, there are not City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this

resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

5.05. Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Improvements. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Improvements and shall specifically identify the actual original expenditure being reimbursed.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this **23rd Day of January, 2023.**

THE CITY OF BILLINGS:

BY

_____

William A. Cole MAYOR

ATTEST:

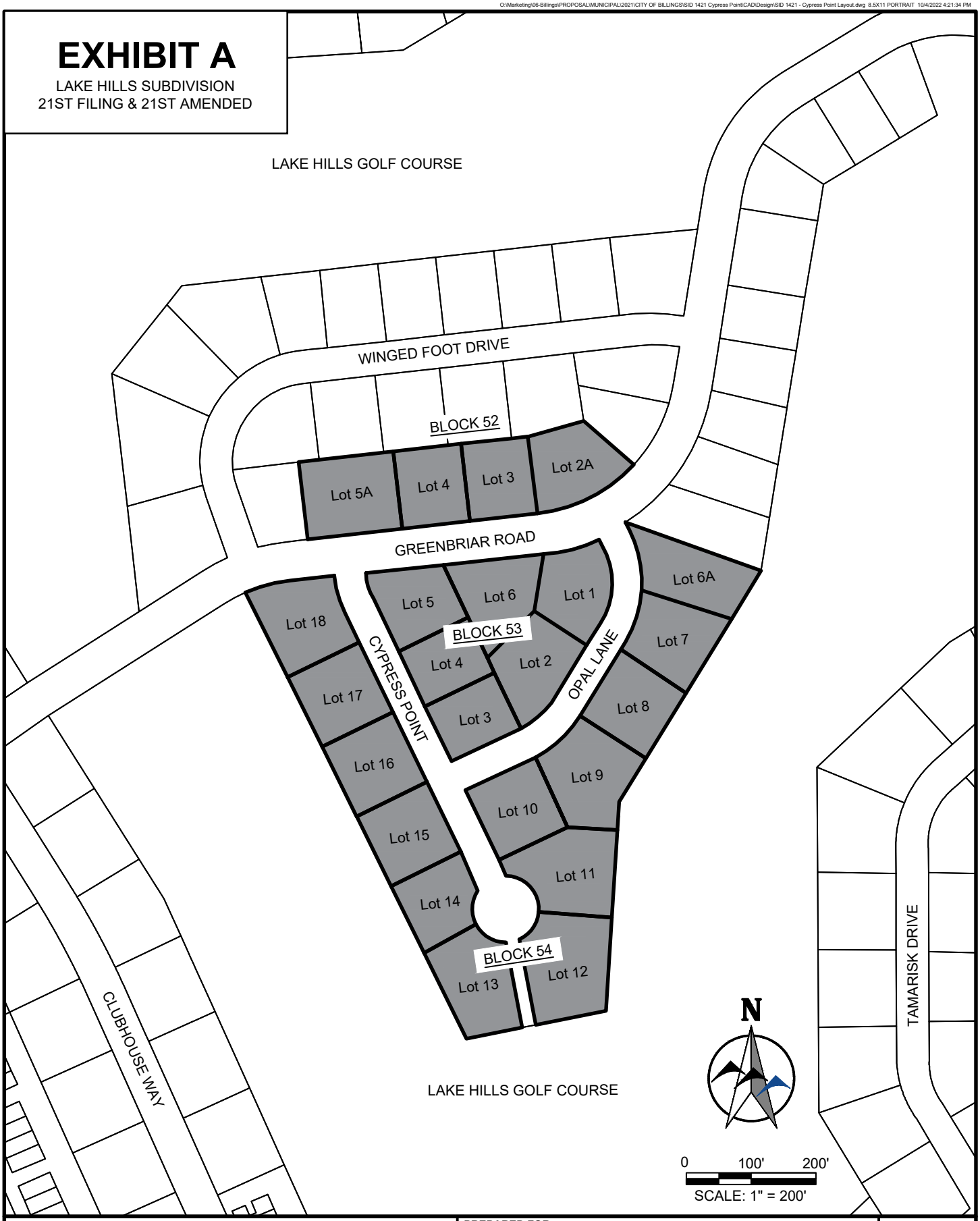
BY_____

Denise Bohlman CITY CLERK

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EXHIBIT A

LAKE HILLS SUBDIVISION
21ST FILING & 21ST AMENDED



SID 1421 - Cypress Point

LOT LAYOUT

YELLOWSTONE COUNTY, MT

PREPARED FOR

CITY OF BILLINGS

2224 Montana Ave.
Billings, MT 59101

DESIGNED BY: BSR
DRAWN BY: BSR
CHECKED BY: GTR
DATE: 10/04/22

PREPARED BY

WWC ENGINEERING

550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

SHEET
1

City Council Regular

Date:	01/23/2023
Title:	SID 1421 Cypress Point Professional Services Contract
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the professional services contract with WWC Engineering for SID 1421 for $163,910.

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

SID 1421 Cypress Point, will construct improvements on Cypress Point, Opal Lane, and Greenbriar Road within Lake Hills Subdivision. These improvements generally consist of water, sanitary sewer, storm drain, curb and gutter, and street improvements.

Mayor and Council are asked to consider authorizing and executing a Contract for Professional Services with WWC Engineering to provide engineering design and construction contract administration for SID 1421. The contract is in the amount of $163,910. WWC Engineering was selected using the proposal process. Proposals were solicited from a list of prequalified consultants for this type of work. The selection was based on Project Team and Availability, Project Approach, and Firm Qualifications as related to project needs. Proposals were received from WWC Engineering, Sanderson Stewart, Stahly Engineering, and IMEG.

ALTERNATIVES

City Council may:

- Approve the professional services contract with WWC Engineering, or;
- Not approve the professional services contract with WWC Engineering. If not approved, another option will need to be considered for design and construction administration for SID 1421.

FISCAL EFFECTS

The professional services contract with WWC Engineering is for $163,910 and will be paid out of SID funds.

Attachments

SID 1421 Professional Services Contract

Contract for Professional Architectural and Engineering Services

Project SID 1421 Cypress Point

In consideration of the mutual promises herein, City of Billings and WWC Engineering agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 4 pages (Basic Services of Contractor);

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

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

Appendix D consisting of 2 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of ___ pages (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
B. “Billings” means the City of Billings.
C. "Contractor" means WWC Engineering.

Section 2. Scope of Services.

A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
D. The Engineer shall provide as-built drawings as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (*.asc, *.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.
E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.
B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
C. This Contract shall terminate at midnight on December 31, 2024.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

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

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

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

Section 8. Assignments.

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

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

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

the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings: Mac Fogelsong
City of Billings
Public Works/Engineering
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: Greg Reid
WWC Engineering
550 South 24th Street West, Suite 201
Billings, MT 59102

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

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

4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
C. Effectively controls and accounts for all municipal funds and Contract property;
D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
E. Allocates administrative costs to direct service delivery units;
F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
G. Provides accounting records supported by source documentation; and
H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
G. The Contractor and subcontractor shall abide by the requirements of 41 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 contractor's legal duty to furnish information.

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: Greg Reid, PE
(Billings Branch Manager)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

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

City of Billings

_____
William A. Cole, Mayor

Date:_____

ATTEST:

_____
City Clerk

Date:_____

Contractor

_____

Name:_____

Title:_____

Date:_____

IRS Tax ID #_____

APPROVED AS TO FORM:

By_____
City Attorney

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.

B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.

C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.

D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.

E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.

G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.

H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.

I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Greg Reid.

Section 2. Billings Rights and Duties.

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

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Chris Hertz.

Section 3. Scope of Work.

Task 1. – Survey

WWC will complete the following work for site survey:

- Collection of:
  - Topography
  - Lot pins or monuments
  - Dry utilities via a One-Call WWC will conduct
  - Wet utility locations will be surveyed including measure downs and previous design data will be verified to match
  - Dry utilities via a One-Call WWC will conduct – potholing will be conducted if dry utilities are found that will be crossed with future water, sewer, or storm drains

Task 2. – Design

Under **Task 2**, WWC will complete design and construction plans for the road, sidewalk, accessibility ramps, water, sanitary sewer, and storm sewer. The following items will be completed as part of this task:

- Water and sanitary main design per preliminary layout in accordance with Montana Department of Environmental Quality, City of Billings, and Heights Water Standards
- Water and sanitary services extended 10-feet onto properties for stub out connections
- Additional services will be added based upon Mr. Hill's proposed re-platted lot layout
- Heights Water will be contacted regarding the proposed layout for input during the design phase
- Coordinate private utility placement/timing prior to completion of SID

- Stormwater collection and dispersion across the Lake Hills Golf Course
    - WWC will prepare preliminary design and assist Mr. Hill and the City with discussions with the Lake Hills Golf Course for approval of the proposed improvements
- Road grading and layout will be completed as reviewed and approved by the City
    - A road corridor will be designed to include a 34' back of curb to back of curb road plus sidewalk/boulevard and utility benches on the lots. The corridor will assume all lots will have 5' boulevard and 5' sidewalk.
    - This task will also include completion of sight distance calculations to determine traffic control requirements at the proposed intersections, if necessary
- Accessibility ramp grading will be prepared with elevation labels for staking and slope labels for cross slope and longitudinal slope for city review. The ramp type will be selected based upon the available right-of-way on the property adjacent to the corner (i.e., curb style or boulevard style ramps).
- Construction plans will be prepared for all civil design items
    - Sidewalks requiring construction as part of SID contract will be denoted on plans
    - Plans will be provided in 11"x17" format
    - Final plans will include a title sheet, typical sections, grading and site layout sheets, plan and profile sheets, and other detail sheets as needed
- A geotechnical investigation will not be completed for this project and the previous pavement section (3/12) will be utilized for design.

Task 3. – Project Permitting and Coordination with City and MDEQ

WWC will prepare documents to receive approval from the following authorities:

- City of Billings for stormwater, roads, accessibility ramps, sidewalk, and sanitary sewer and services
- Heights Water for water mains and services
- MDEQ for water and sanitary sewer
- Lake Hills Golf Course

WWC will prepare the following specific documents as part of the project:

- Engineer's Opinion of Probable Construction Costs at 90% plan submittal
- Construction Specifications book (special provisions, bidding documents, etc.)
- Water and Wastewater Report
- Stormwater Report

Permit fees are included in WWC's cost estimate for submittal to MDEQ and Heights Water. City of Billings permitting fees are not included in the proposed costs.

Task 4. – Bid Assistance

Under this task, WWC will assist with contracting of the project; including providing contract documents to bidders, holding a pre-bid meeting, preparing addendums to the contract due to contractor's questions, bid review, and contract document completion.

Task 5. – Construction Administration and Staking

WWC will provide construction staking for the following items to the contractor. WWC will coordinate with the contractor such that the staking is conducted in minimal site trips to limit costs. It is assumed that the selected contractor will have GPS capability for site grading and therefore staking of subgrade, base, and surface is not required.

Staking Items:

- Sanitary sewer, storm drain, and water mains
- Sanitary sewer and water main services
- Dry utility crossings
- Curb and gutter
- Accessibility ramps and curb fillets (locations staked horizontally with a single vertical reference point per ramp)
- Monument box and sign locations
- WWC will complete survey checks of the subgrade surface prior to placement of crushed base and will conduct additional inspection confirmation for the crushed base placement, slopes, and thicknesses of crushed base and asphalt.

WWC will provide oversight during construction of the improvements for the project. For purposes of this estimate, we made a projection based on a 12-week construction duration, of which we have estimated a wet utility install timeframe of 20 working days. As part of construction contract administration, WWC will prepare project close out documents (e.g., as-builts, testing results, inspection videos, etc.) for submittal to the City, Heights Water, and MDEQ within 90 days of substantial completion.

WWC will also sub-contract a third-party testing service to perform compaction testing of trenches, subgrade, and gravel base, all concrete, in addition to asphalt testing per City Modifications' testing frequency. We intend to use SK Geotechnical for these services.

Appendix B

Methods and Times of Payment

Section 4. Payments for Basic Services.

Billings shall authorize payment to the Engineer for services performed under Appendix A of this Agreement. Partial payment shall be due the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer.

Partial payment shall be made to the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer. Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

A. For services rendered, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the total contract amount.

i.	Survey	$4,000.00
ii.	Design	$32,810.00
iii.	Project Permitting & Coordination with City/MDEQ	$29,700.00
iv.	Bid Assistance	$2,070.00
v.	Construction Contract Administration and Staking	$95,330.00
	Total	$163,910.00

B. Final payment shall be the above stated basic fee less all previous payments.

Section 5. Payments for Extra Services when Authorized by Billings.

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 6. Corrections.

Costs of Billings work that is required for corrections to the Engineer's work which requires redoing by Billings shall be deducted from any payments due the Engineer, if the Engineer fails to make the required corrections.

Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted annually by mutual agreement of the parties, based upon documented evidence that the Engineer's costs and hourly rates as shown in Appendix D have increased for all comparable clients.

Appendix C

Additional Services of Engineer

Extra Services of the Engineer will be paid only with written prior authorization by Billings.

A. Field and laboratory testing of materials and reports.

B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D

Schedule of Professional Fees

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below.

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit. Direct project costs not itemized herein shall be paid for at actual cost.

WWC ENGINEERING

2023 SCHEDULE OF CHARGES

PERSONNEL	*HOURLY FEE*
Professional Level 1	$113
Professional Level 2	$131
Professional Level 3	$147
Professional Level 4	$162
Professional Level 5	$170
Professional Level 6	$177
Professional Level 7	$184
Professional Level 8	$197
Administrative Assistant	$70
Administrative Specialist	$93
Technician 1	$72
Technician 2	$78
Technician 3	$85

PERSONNEL	*HOURLY FEE*
Technician 4	$91
Technician 5	$96
Technician 6	$102
Technician 7	$110
Technician 8	$117
CADD Operator 1	$78
CADD Operator 2	$83
CADD Operator 3	$91
CADD Operator 4	$96
CADD Operator 5	$102
CADD Operator 6	$108
CADD Operator 7	$113
CADD Operator 8	$123
Expert Witness	Two times standard billing rate

EXPENSES	*FEE*
Subcontractors	Cost + 15%
Supplies/Material Purchased for Client	Cost + 15%
Miscellaneous Reimbursable Expense	Cost + 15%
Vehicle Mileage	$0.80/mile ($25/day min.)

OFFICE	*FEE*
Photocopies	$0.15/page
Large Format Photocopies - B&W	$0.60/sq. ft.
Large Format Photocopies – Color	$0.75/sq. ft.
Drawings - Large Format Plots	$11/sheet
Drawings - 11"x17"	$1.30/page

FIELD EQUIPMENT	*FEE*
Generator	$110/day
Fluids Pump	$110/day
Air Compressor	$55/day
ATV	$150/day
UTV	$250/day
UTV w/ Tracks	$350/day
Tape Reel, Motorized	$55/day
Hammer Drill w/ Bits	$25/day
Power Hand Auger	$15/hour
EGauge Compaction Testing	$40/test
Dynamic Cone Penetrometer	$50/test

ENVIRONMENTAL MONITORING	*FEE*
Organic Vapor, O_2/LEL Meter	$40/day
Water Level/Interface Probe	$55/day
Disposable Bailer	$15/each
Water Quality - Multi-Parameter Meter	$50/day
Water Quality – Expanded Meter	$105/day
High-Capacity In-Line Filter	$25/each
Disposable No-Purge Sampler - Large	$50/each
Disposable No-Purge Sampler - Small	$35/each
Disposable No-Purge Sampler - Custom	$75/each
Transducer/Data Logger	$55/day or $220/week
Flow Meter	$140/day or $500/week
Photoionization Detector	$95/day

SURVEYING EQUIPMENT	*FEE*
UAV (M300 w/ LIDAR)	$600/flight (2-flight minimum) OR $12/acre (500-acre minimum)
UAV (M300)	$400/flight (2-flight minimum) OR $8/acre (500-acre minimum)
UAV (Phantom/Mavic)	$300/flight (2-flight minimum) OR $6/acre (500-acre minimum)
GPS (Survey Grade)	$375/day
GPS (Sub-Meter Accuracy)	$100/day
Sonar	$150/day or $400/week
Robotic Total Station	$50/hour
Scanning Total Station	$75/hour
Pipeline Locator	$25/hour
Differential Level	$15/hour
Survey Rebar & Cap	$7/each
Lath, Survey	$70/bundle
Stakes	$30/bundle
T-Post and Flags	$15/each

This schedule of charges shall be in effect from January 1 through December 31, 2023. These rates are subject to an annual adjustment to be determined by WWC Engineering and shall become its prevailing rates for the ensuing year.

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than February 1, 2023, the completion date for the Engineer's work through final design shall be:

A. Preliminary Design – February 28,2023

B. Final Design – March 2023

C. Bidding & Pre-Construction Services – April 2023

D. Construction Contract Administration Services – May 2023

Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Engineer is behind on this Contract due to no fault of Billings, then the Engineer hereby acknowledges the right of Billings to withhold future Contracts to the Engineer in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

Appendix F

Certificate(s) of Insurance

City Council Regular

Date:	01/23/2023
Title:	WO 23-02: Missing Sidewalk Program - Resolution Ordering Improvements
Presented by:	Debi Meling
Department:	Public Works
Presentation:	Yes
Legal Review	Yes

RECOMMENDATION

Staff recommends that Council approve a resolution ordering improvements identified in the 2023 Missing Sidewalk Program.

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

The City has an annual concrete program to make improvements addressing tripping hazards, drainage problems, property owner requests, complaints of concrete issues, and other miscellaneous concrete work. The annual program is split into three separate projects. The first project, "Sidewalk Tripper Repair", corrects concrete tripping hazards that can be repaired by grinding. The second project, "Small Concrete Replacement", primarily includes tripping hazards unable to be repaired by grinding that are corrected by replacing the concrete. The third project is the "Missing Sidewalk" project that is the subject of this council action.

The Missing Sidewalk project focused on installing sidewalk in areas that are missing pedestrian facilities. This project is in accordance with State law (MCA 7-14-4109) and City Resolution 18-10719 that allow the City Council to order certain improvements such as sidewalks, curbs, or gutters to be constructed without the creation of a special improvement district (SID). City staff identified and prioritized areas of missing sidewalk along arterial streets, collector streets, school routes (as shown in the Safe Routes to School study), or in high pedestrian areas for inclusion in this program. The streets that are missing sidewalk include Virginia Lane from Rimrock Road to Poly Drive; Alkali Creek Road from Moon Valley Road to Sandstone Trail; Parkview Drive from Broadwater Avenue to Lillis Lane; 21st Street West from Grand Avenue to Avenue D; Avenue C from 24th Street West to 22nd Street West; and 12th Street West from Lewis Avenue to Grand Avenue.

Based on City Resolution 18-10719, the property owners are responsible to pay for sidewalk on their addressed side and drive approaches on both addressed and non-addressed sides. The City is responsible to pay for curb and gutter replacement, sidewalk on non-addressed sides of properties, and ADA improvements at corners and on sidewalks that are in good condition, but were constructed before ADA requirements were in place. The estimated assessments for the properties are shown in Exhibit B of the Resolution Ordering Improvements as attached.

ALTERNATIVES

The Council may:

- Approve the Resolution ordering construction of the improvements; or
- Approve a subset of streets within the Resolution ordering construction of the improvements; or
- Not approve the Resolution ordering construction of the improvements. If the Council does not approve the Resolution, the property owners cannot be assessed and the completion of missing sidewalk will be delayed because there is no other current source of funding.

FISCAL EFFECTS

The project is funded through Gas Tax funds budgeted in FY23 and direct property assessments. The assessments included in the resolution are in the amount of $407,000 ($330,006 construction and $76,994 bond/engineering cost). Gas Tax funds in the amount of $612,003 comprise the remainder of the budget.

Attachments

Resolution Ordering Improvements
Exhibit A to Resolution Ordering Improvments
Exhibit B to Resolution Ordering Improvements
Resolution 18-10719 Sidewalk Curb and Gutter Policy

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the City), hereby certify that the attached resolution is a true copy of Resolution No. 23-_____, entitled: **A RESOLUTION RELATING TO THE 2023 CITY MISSING SIDEWALK PROJECT; ORDERING IN CERTAIN LOCAL IMPROVEMENTS AND DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO FINANCE THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SIDEWALK, CURB AND GUTTER IMPROVEMENT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT REGULATIONS UNDER THE INTERNAL REVENUE CODE** (the "Resolution") was duly adopted by the City Council of the City at a meeting on January 23, 2023; that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Councilmembers voted in favor thereof: _____;
voted against the same: _____;
or were absent: _____.

WITNESS my hand officially this _____ day of _____, 2023.

_____
Denise Bohlman
City Clerk

RESOLUTION NO. 23 - _____

A RESOLUTION RELATING TO THE 2023 CITY MISSING SIDEWALK PROJECT; ORDERING IN CERTAIN LOCAL IMPROVEMENTS AND DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO FINANCE THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SIDEWALK, CURB AND GUTTER IMPROVEMENT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT REGULATIONS UNDER THE INTERNAL REVENUE CODE.

BE IT RESOLVED by the City Council of the City of Billings, Montana (the "City"), as follows:

Section 1. Authorization. Certain curbs, gutters, sidewalks, drive approaches, alley approaches and/or appurtenant features or a combination thereof in certain locations in the City have deteriorated, settled and cracked, or none exist, and the safety and convenience of the public require installation, construction, reconstruction, repair and/or replacement thereof. Pursuant to M.C.A. 7-14-4109, the Council is authorized to order the installation, construction, reconstruction and/or replacements of certain curbs, gutters, sidewalks, drive approaches and/or appurtenant features or a combination thereof (the "Improvements") in certain locations in the City and without creation of a special improvement district.

Section 2. Ordering of Improvements. It is hereby ordered that the Improvements, consisting of the construction and installation of curbs, gutters, sidewalks, drive approaches and appurtenant features as described on Exhibit A hereto, be installed, constructed, reconstructed, repaired and/or replaced.

Section 3. Estimated Costs of the Improvements. The City estimates that the costs of the Improvements are $1,019,003. Costs of the Improvements include costs of the design, engineering, construction and installation of the Improvements, costs of funding a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund"), costs associated with the sale of the Bonds (as hereinafter defined), and all other incidental costs as described below:

Construction Costs	$330,006.00
City Engineering (Project Management)	43,444.00
Finance	1,200.00
Revolving Fund	20,350.00
Issuance Costs	12,000.00
Total Assessed Costs	$407,000.00

Section 4. Property to be Assessed. The properties which are adjacent to the Improvements will be assessed for costs of the Improvements as shown on Exhibit B

hereto. The cost to be assessed against each property will vary depending upon the actual construction that is required adjacent to each such property.

Section 5. Property Owner Option to Construct Improvements. Notice of passage of this Resolution shall be mailed to all affected property owners. Each such owner will have thirty (30) days from the date of said notice in which to install the Improvements with respect to its property at its own expense. In the event that any owner does not install the Improvements with respect to its property, the City will install such Improvements and will assess the costs of the Improvements against such property.

Section 6. Payment for Improvements. Costs of the Improvements (unless paid directly by the affected property owner) are to be paid from the proceeds of Sidewalk, Curb, and Gutter Improvement Bonds (the "Bonds") in an aggregate principal amount not to exceed $407,000.00.

Section 7. Bond Financing; Pledge of Revolving Fund; Findings and Determinations. The Bonds will be repaid from the assessments for costs of the Improvements, together with interest thereon calculated pursuant to M.C.A. 7-12-4189, to be levied against the properties to be assessed for the Improvements. Assessments for the costs of the Improvements, together with interest thereon, shall be payable over a term not exceeding 12 years, each in equal semiannual installments as this Council shall prescribe in the resolution authorizing the issuance of the Bonds. Principal of and interest on the Bonds will be paid from such assessments.

After the Bonds are issued, all property owners to be levied for the Improvements shall have the right to prepay assessments as provided by law.

This Council further finds that it is in the public interest, and in the best interest of the City and the properties to be assessed for the Improvements, to secure payment of principal of and interest on the Bonds by the Revolving Fund and hereby authorizes the City to enter into the undertakings and agreements authorized in Section 7-12-4225 in respect of the Bonds.

In determining to authorize the issuance of the Bonds and the pledge of the Revolving Fund therefor, this Council has taken into consideration the following factors:

(a) Estimated Market Value of Parcels. The estimated market value of the properties to be assessed for the Improvements as of the date of adoption of this resolution, as estimated by the County Assessor, ranges from $44,354 to $7,631,700 and is set forth in Exhibit B. The estimated average market value of the properties to be assessed for the Improvements is $493,356 and the median market value of the properties to be assessed for the Improvements is $264,500. The special assessments to be levied against each property listed on Exhibit B hereto are less than the increase in estimated value of the properties as a result of the construction of the Improvements.

(b) Diversity of Property Ownership. There are a total of 34 properties to be assessed for the Improvements and all of such properties are owned by separate owners.

(c) Comparison of Special Assessments, Property Taxes and Market Value. Based on an analysis of the aggregate amount of the proposed assessments, any outstanding assessments (whether or not delinquent), and any delinquent property taxes (as well as any known industrial development bonds theretofore issued and secured by a mortgage against a property to be assessed for the Improvements) against each property to be assessed for the Improvements in comparison to the estimated market value of such property after the Improvements, the City concludes that, overall, the estimated market value of the properties to be assessed for the Improvements exceeds the sum of the proposed assessments, outstanding assessments and delinquent property taxes, and is set forth in Exhibit B hereto.

(d) Delinquencies. An analysis of the amount of delinquencies in the payment of outstanding assessments or property taxes levied against the properties to be assessed for the Improvements is set forth in Exhibit B hereto, which analysis shows that of 34 properties, 0 properties were delinquent.

(e) Public Benefit of the Improvements. The Improvements are required for the safety and convenience of the public. Pursuant to the City's Subdivision and Site Development Ordinances, and under City Council policies, the cost of installation of new sidewalk, curb, gutter, and drive approaches is to be borne by the adjacent property owners.

8.1 Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

8.2 Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-

2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.

8.3 Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of $407,000 after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

8.4 Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City’s budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

8.5 Reimbursement Allocations. The City’s financial officer shall be responsible for making the “reimbursement allocations” described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Improvements. Each allocation shall be evidence by an entry on the official books and records of the City maintained for the Bonds or the Improvements and shall specifically identify the actual original expenditure being reimbursed.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 23rd of January, 2023.

_____
Mayor

Attest:

_____
City Clerk

Exhibit A

2023 Missing Sidewalk

Tax Code	Address	Work to be performed
A07562A	1409 21ST ST W	66' sidewalk, 1 alley approach
A07562B	1411 21ST ST W	66' sidewalk, 1 ADA
A07582	1503 21ST ST W	128' sidewalk, 10' curb & gutter, 1 approach, 1 ADA
A07583	1515 21ST ST W	106' sidewalk, 1 approach, 1 ADA
A07642	2046 AVENUE D	121' sidewalk, 1 approach, 1 bush
A08957	2606 VIRGINIA LN	176' sidewalk, 200' curb & gutter, 2 approaches
A08958	2540 VIRGINIA LN	96' sidewalk, 120' curb & gutter, 2 approaches
A08959	505 WOODLAND DR	105' sidewalk, 122' curb & gutter, 1 approach, 2 ADA
A10333	2716 YELLOWSTONE AVE	137' sidewalk, 1 approach, 2 ADA
A10537	1215 PARKVIEW DR	140' sidewalk, 1 ADA
A16602	1119 12TH ST W	70' sidewalk, 1 approach
A16603	1148 BURLINGTON AVE	74' sidewalk, 1 approach
A16612	1219 12TH ST W	150' sidewalk, 46' curb & gutter, 1 approach
A16648	1313 12TH ST W	75' sidewalk
A16698	1006 ALKALI CREEK RD	148' sidewalk, 1 ADA
A16698A	968 ALKALI CREEK RD	115' sidewalk
A16698B	960 ALKALI CREEK RD	105' sidewalk, 1 tree stump
A16698C	954 ALKALI CREEK RD	92' sidewalk
A16699C	936 ALKALI CREEK RD	132' sidewalk, 1 ADA
A16700	930 ALKALI CREEK RD	106' sidewalk, 1 ADA
A16700A	924 ALKALI CREEK RD	104' sidewalk, 1 tree
A16700B	920 ALKALI CREEK RD	113' sidewalk
A16700C	906 ALKALI CREEK RD	116' sidewalk, 1 ADA
A16701	1118 ALKALI CREEK RD	122' sidewalk, 1 approach, 1 ADA, 1 bush
A16705	1024 ALKALI CREEK RD	141' sidewalk, 1 ADA
A16705A	1034 ALKALI CREEK RD	98' sidewalk
A16705B	1042 ALKALI CREEK RD	104' sidewalk
A16706	1100 ALKALI CREEK RD	102' sidewalk
A16706A	1112 ALKALI CREEK RD	65' sidewalk, 1 approach
A21956	2291 AVENUE C	464' sidewalk, 82' retaining wall
D05661	2726 VIRGINIA LN	118' sidewalk, 130' curb & gutter, 1 approach, 2 ADA
D05662	2718 VIRGINIA LN	188' sidewalk, 200' curb & gutter, 1 approach
D05665	2712 VIRGINIA LN	96' sidewalk, 120' curb & gutter, 2 approaches
D05666	2704 VIRGINIA LN	122' sidewalk, 122' curb & gutter, 1 ADA

Exhibit B

2023 Missing Sidewalk

Tax Code	SID #	SID Pay-off (A)	Delinquent (B)	Assessment (C)	A + B + C	Market Value
A07562A				$7,447.95	$7,447.95	$190,800.00
A07562B				$7,447.95	$7,447.95	$69,335.00
A07582				$17,404.48	$17,404.48	$173,600.00
A07583				$17,019.69	$17,019.69	$199,700.00
A07642				$5,253.90	$5,253.90	$234,500.00
A08957				$15,624.82	$15,624.82	$784,000.00
A08958				$10,137.82	$10,137.82	$569,700.00
A08959	2914	$2,446.07		$2,417.29	$4,863.36	$315,100.00
A10333				$3,792.43	$3,792.43	$209,700.00
A10537				$10,563.31	$10,563.31	$249,800.00
A16602				$9,968.24	$9,968.24	$149,700.00
A16603				$2,050.38	$2,050.38	$243,900.00
A16612				$20,238.63	$20,238.63	$306,800.00
A16648				$7,794.53	$7,794.53	$44,354.00
A16698				$11,679.46	$11,679.46	$238,000.00
A16698A				$15,626.05	$15,626.05	$275,700.00
A16698B				$9,623.53	$9,623.53	$245,900.00
A16698C				$8,238.52	$8,238.52	$264,700.00
A16699C				$12,957.17	$12,957.17	$296,300.00
A16700				$14,003.01	$14,003.01	$222,500.00
A16700A				$11,385.93	$11,385.93	$215,100.00
A16700B				$11,474.73	$11,474.73	$228,500.00
A16700C				$13,446.79	$13,446.79	$209,200.00
A16701				$17,028.32	$17,028.32	$277,100.00
A16705				$9,661.76	$9,661.76	$308,400.00
A16705A				$8,860.11	$8,860.11	$307,600.00
A16705B				$8,514.78	$8,514.78	$297,800.00
A16706				$11,647.39	$11,647.39	$276,000.00
A16706A				$13,852.55	$13,852.55	$298,600.00
A21956				$49,042.60	$49,042.60	$7,631,700.00
D05661				$9,817.15	$9,817.15	$264,300.00
D05662				$14,565.40	$14,565.40	$305,000.00
D05665				$10,137.81	$10,137.81	$494,200.00
D05666				$8,275.52	$8,275.52	$376,500.00

Average				$11,971.00	$12,043.00	$493,356.00
Median				$10,351.00	$10,351.00	$264,500.00
Low				$2,050.38	$2,050.38	$44,354.00
High				$49,043.00	$49,043.00	$7,631,700.00

RESOLUTION 18-10719

A RESOLUTION REPEALING 99-17447 AND 04-18137 AND ADOPTING THE CITY OF BILLINGS POLICY FOR CONSTRUCTION AND REPAIR OF CURB, GUTTER AND SIDEWALKS

WHEREAS, the City of Billings desires to construct and maintain a safe and efficient street network, including the installation and maintenance of curb, gutter, and sidewalk, and

WHEREAS, the safety of pedestrians is a concern properly addressed by the City of Billings, and

WHEREAS, streets within the City of Billings not previously constructed to a full maintainable standard, including the installation of curb, gutter, and sidewalk should be upgraded on an ongoing basis, and

WHEREAS, curb, gutter, and sidewalk improvements, once installed, need to be subject to a regular maintenance program;

WHEREAS, for the purpose of this resolution, residential properties are defined as lots or parcels with single family or duplex dwelling units on it. Non-residential properties are defined as lots or parcels with commercial buildings on it and lots or parcels with 3 or more residential dwelling units on it.

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

Installation of New or Missing Curb, Gutter, and Sidewalk Improvements in Established Neighborhoods

For this program, curb, gutter, and sidewalk, together with or without corresponding street improvements are completed within those areas of the city where the work has not previously been addressed.

1. The City Engineer's office shall periodically recommend infill improvements to the City Council based on one or more of the following:

    a. Citizen request.
    b. Staff recommendations.
    c. Coordination with other projects.
    d. Along school walking routes.
    e. Other public interest.

2. Improvements are to be assessed to fronting property owners.

3. For residential corner lots, improvements along the addressed side of the lot and private property specific improvements (i.e. drive approaches) along the non-addressed side serving the property will be assessed to the property owner. All other improvements along the non-addressed side of the lot will be paid by the City.

4. For non-residential corner lots, improvements along both sides will be assessed to the property owner.

Repair and Maintenance of Existing Curb, Gutter and Sidewalk Improvements

These projects provide for the ongoing maintenance of curb, gutter and sidewalk previously constructed. The general policy for repair and maintenance programs is as follows:

1. The City Engineer's office shall periodically recommend repair and maintenance programs based upon:

    a. Complaints.
    b. Staff recommendations.
    c. Property owner requests.

2. The City Engineer's office has developed a policy statement for defective sidewalk, curb, and gutter and driveways which shall be used as a baseline for the inventory of work recommended for repair, followed by discussions with individual property owners.

3. The following construction costs are assessed to the fronting property owners as follows:

    a. Sidewalk repair or replacement.
    b. Landscaping necessary for sidewalk repair or replacement.
    c. Tree removal necessary to repair sidewalk.
    d. Drive approaches and driveway repair or replacement.
    e. Adjacent asphalt to assessed improvements

4. Curb and gutter repair or replacement, storm drain improvements, and adjacent asphalt will be paid for by the City of Billings.

5. For residential corner lots, improvements along the addressed side of the lot and drive approaches along the non-addressed side serving the property will be assessed to the property owner. All other improvements along the non-addressed side of the lot will be paid by the City.

6. For non-residential corner lots, improvements along both sides will be assessed to the property owner.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 14th day of May 2018.

CITY OF BILLINGS

By: William A. Cole
William A. Cole, Mayor

ATTEST:

By: Toni Keehner
Toni Keehner, Deputy City Clerk

City Council Regular
Date: 01/23/2023
Title: WO 23-02: Missing Sidewalk Project, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: Yes
Legal Review Not Applicable

RECOMMENDATION

Staff recommends that City Council award a contract for WO 23-02: 2023 Missing Sidewalk Project, Schedules 1 and 2 to J & J Concrete, Inc. and Schedules 3 through 6 to Askin Construction for a total of $942,009.

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

The Missing Sidewalk/Miscellaneous Concrete project is intended to concentrate on installing sidewalk in areas that are missing pedestrian facilities. As a priority, City staff identified missing sidewalk in areas along arterial streets, collector streets, school routes (as identified in the Safe Routes to School Plan), or in high pedestrian areas for inclusion in this program. The streets identified as missing sidewalk are Virginia Lane from Rimrock Road to Poly Drive, Alkali Creek Road from Moon Beam Lane to North Moon Beam Lane, Avenue C from 24th Street West to 22nd Street West, 21st Street West from Grand Avenue to Avenue D, 12th Street West from Grand Avenue to Lewis Avenue, and Parkview Drive from Broadwater Avenue to Lillis Lane.

The project was split into the following bid schedules:

Schedule I: Virginia Lane, Schedule 2: Alkali Creek Road, Schedule 3: Parkview Drive, Schedule 4: 21st Street West, Schedule 5: Avenue C, and Schedule 6: 12th Street West. Contractors were given the option to bid on any combination of schedules. The specified construction schedule was flexible, giving contractors until November 15th, 2023 to complete the project. Separating bid schedules and providing flexible completion time allowed multiple contractors (large and small) to bid on the work and obtain the lowest bids possible.

The project was advertised on November 4, November 11, and November 18, 2022, in the *Yellowstone County News* and on the City's website. Bids were opened on November 22, 2022 and four bids were received. J & J Concrete, Inc. submitted the lowest, responsible bid for Schedules 1 and 2. Askin Construction submitted the lowest, responsible bid for Schedules 3 through 6, inclusive.

ALTERNATIVES

City Council may:

- Award WO 23-02 Schedules 1 and 2 to J & J Concrete, Inc. and Schedules 3 through 6 to Askin Construction, contingent on Council ordering in improvements via resolution
- Award any combination of schedules, contingent on Council ordering in improvements via resolution
- Reject any schedules or all bids. Rejecting certain schedules or all bids will leave areas of missing sidewalk that are key to maintaining continuous pedestrian connections.

FISCAL EFFECTS

The following bids were received:

Contractor	Schedule I Virginia Ln	Schedule 2 Alkali Creek	Schedule 3 Parkview	Schedule 4 21st Street W	Schedule 5 Avenue C	Schedule 6 12th Street W
J & J Concrete, Inc.	**$219,600.00**	**$239,104.00**	No Bid	No Bid	No Bid	$60,150.00
Askin Construction	$220,779.00	$247,861.00	**$218,453.00**	**$106,682.00**	**$107,280.00**	**$50,890.00**
Knife River	$295,411.25	$305,935.00	$246,341.25	No Bid	No Bid	No Bid
Weave Construction	No Bid	No Bid	No Bid	No Bid	No Bid	$59,660.00

The project was budgeted in FY23 using Gas Tax funds and Assessments. There is sufficient budget to award the project.

City Council Regular

Date:	01/23/2023
Title:	Resolution setting Municipal Court Judge salary
Presented by:	Gina Dahl
Department:	Legal
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends Council adopt a resolution setting the salary for the offices of municipal court judge.

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

Council passed Ordinance 22-5822 creating a second office of Municipal Court Judge. This ordinance was effective January 12. This elected office will appear on the September 2023 ballot and the elected judge will take office January 2024. Because candidate filing for this office begins in April 2023, it is important that Council establishes the salary in order for candidates to determine whether to file as a candidate for this office.

Montana Code requires City Council to set the salary for municipal court judge by ordinance or resolution. (See MCA 3-6-203.) Resolution 06-18400 currently sets the salary for municipal court judge and provides for a salary for a part-time assistant judge. This resolution needs to be amended to eliminate the part-time assistant judge and address the salaries for the two elected offices. Resolution 06-18400 provides for incremental increases in the salary of the municipal court judge based on the term of office. The proposed resolution provides for equitable salaries for both positions because the workload is the same regardless of the office-holder's term.

Currently, the sitting municipal court judge's salary is set at 90% of a district court judge's salary. Council discussed this issue during the January 3 work session and whether to set the salary at either 90% or 100% of a district court judge salary. There was support among Council members for both propositions however there did not appear to be a consensus regarding the salary during the work session discussion. Council members asked that the matter be presented at a regular business meeting and indicated amendments will be offered at that time. No specific direction was provided to staff regarding the salary or the structure of setting the salary.

The resolution being presented for Council's consideration would set both municipal court judges at the same rate as a district court judge's salary. The resolution also provides for increases in the municipal court judge salary to coincide with any increases in district court judges' salaries as provided in MCA 3-5-211. As of July 1, 2021, district judges' salary is set at $142,683 and is scheduled to increase to $148,872 on July 1, 2023.

ALTERNATIVES

City Council may:

- Approve;
- Amend; or,
- Not Approve.

If Council does not approve or amend the resolution, the newly elected Municipal Court Judge's salary would be set at 80% of a district court judge's salary pursuant to Resolution 06-18400. Staff does not recommend this action.

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

Resolution 06-18400
proposed resolution

RESOLUTION NO. **06-18400**

A RESOLUTION SETTING THE SALARY FOR THE PART-TIME ASSISTANT MUNICIPAL COURT JUDGE, REAFFIRMING THE SALARY OF THE FULL-TIME ELECTED JUDGE, AND CLARIFYING SALARY INCREASES; REPEALING RESOLUTION NO 05-18380

WHEREAS, on December 30, 2005, in Resolution No. 05-18380 the Billings City Council set the salary of the Municipal Court Judge including increases.

WHEREAS, the increases were erroneously set in such a manner that they did not coincide with the effective dates of District Court Judges' increases.

WHEREAS, the effective date of the increases should be clarified.

WHEREAS, the salary for the Part-time Assistant Municipal Court Judge, the hiring of whom was authorized by Ordinance 5362 on March 13, 2006, should also be set.

WHEREAS, it is in the best interests of the citizens that the positions of Municipal Court Judge and Part-time Assistant Municipal Court Judge of Billings be sufficiently compensated to attract quality candidates willing to serve in these fundamental positions; and

WHEREAS, the City Council has the authority pursuant to MCA Section 3-6-203(2001) and Billings Montana City Code Section 10-205 to establish the salaries of the Municipal Court judges.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The salary of a full-time elected Municipal Court Judge serving his or her first term in the City of Billings Municipal Court will be set at 80% of the salary of a District Court Judge as determined by the State of Montana.

2. The salary of a full-time elected Municipal Court Judge serving his or her second term in the City of Billings Municipal Court will be set at 85% of the salary of a District Court Judge as determined by the State of Montana.

3. The salary of a full-time elected Municipal Court Judge serving his or her third or subsequent term in the City of Billings Municipal Court will be set at 90% of the salary of a District Court Judge as determined by the State of Montana.

4. Any increase in the Municipal Court Judge's salary that results from an increase in the State of Montana's compensation to District Court Judges will become effective on July 1 of every odd numbered year pursuant to § 3-5-211 M.C.A.

5. The salary of the part-time Assistant Municipal Court Judge, who shall work no less than (40) hours per pay period, will be set at one-half (1/2) of 75% of the salary of a District Court Judge as determined by the State of Montana.

6. Any increase in the part-time Assistant Municipal Court Judge's salary that results from an increase in the State of Montana's compensation to District Court Judges will become effective on July 1 of every odd numbered year pursuant to § 3-5-211 M.C.A.

7. Resolution No. 05-18380 is hereby repealed.

Passed and approved this 27th. day of March, 2006.

THE CITY OF BILLINGS

By:_____
Ron Tussing, Mayor

ATTEST:

By: _____
Marita Herold, CMC/AAE, City Clerk

RESOLUTION NO. _____

A RESOLUTION SETTING THE SALARY FOR MUNICIPAL COURT JUDGES; REPEALING RESOLUTION NO 06-18400

WHEREAS, it is in the best interests of the citizens that the position of Municipal Court Judge of Billings be sufficiently compensated to attract quality candidates willing to serve in these fundamental positions; and

WHEREAS, the City Council has the authority pursuant to MCA Section 3-6-203 (2021) and Billings Montana City Code Section 10-205 to establish the salaries of Municipal Court judges.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The salary of a full-time elected Municipal Court Judge in the City of Billings Municipal Court will be set at 100% of the salary of a District Court Judge as determined by the State of Montana.

2. Any increase in a Municipal Court Judge's salary that results from an increase in the State of Montana's compensation to District Court Judges will be effective on July 1 of every odd numbered year pursuant to §3-5-211 M.C.A.

3. Resolution No. 06-18400 is hereby repealed.

PASSED, ADOPTED and APPROVED on this _____ day of _____, 2023.

CITY OF BILLINGS

BY:_____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	01/23/2023
Title:	Health Services - Local Governing Authority Appointments
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Select two members of the city council to be seated as part of the Local Governing Body consistent with the Memorandum of Understanding Regarding HB121 signed in December 2022 between the Cities of Billings, Laurel and Yellowstone County.

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

The attached MOU (memorandum of Understanding) complies with HB121 requiring a local governing board, made up of elected officials, be established to make certain decisions regarding health services. The MOU established a five-person board to comply with HB121. Billings needs to select two elected officials to represent the community's interest.

STAKEHOLDERS

Billings City Council, Laurel City Council, Yellowstone County Commissioners

ALTERNATIVES

NA

FISCAL EFFECTS

NA

SUMMARY

NA

Attachments

MOU Health Services Governing Board

MEMORANDUM OF UNDERSTANDING
REGARDING HB121

This Memorandum of Understanding ("Agreement") is entered into between Yellowstone County ("County"), the City of Billings ("Billings") and the City of Laurel ("Laurel") (collectively "the Parties") for purposes of creating and implementing processes and procedures for complying with requirements set forth by the Montana Legislature in the laws collectively known as House Bill 121 ("HB121") during the 2021 Legislative session.

WHEREAS, the County, Billings and Laurel are parties to the agreement that creates the multi-jurisdictional service district created to provide health services and health department functions known as the "Interlocal Agreement;"

WHEREAS, by virtue of HB121, the Parties are subject to various rights and responsibilities created by the Interlocal Agreement; and,

WHEREAS, it is the intent of the Parties to comply with HB121 and to set forth as clearly as possible the methods of doing so for each as well as for the Parties collectively;

THEREFORE, this Agreement sets forth the following terms pursuant to which the County, Billings and Laurel shall agree:

1. **Definitions**: This Agreement shall be subject to the following definitions:

(a) "Local Governing Body" shall refer to elected officials governing Yellowstone County (Board of County Commissioners), the City of Billings (Billings City Council), and the City of Laurel (Laurel City Council), respectively.

(b) "Local Governing Authority" shall refer to a subset of the Local Governing Bodies that is constituted and empowered to provide oversight and approval of certain Health Office and Board of Health recommendations as required under HB121 and as set forth herein.

2. **Composition of and action by the Local Governing Authority.**

(a) The Parties agree that, using the proportions described in the Interlocal Agreement, a five-member Local Governing Authority will be created within one (1) month of the effective date of this Agreement. Composition of the Local Governing Authority shall be as follows:

- Two (2) members appointed by the Yellowstone County Board of County Commissioners;
- Two (2) members appointed by the Billings City Council; and,
- One (1) member appointed by the Laurel City Council.

(b) The Parties agree that each member of the Local Governing Authority must be currently seated, elected members of the Local Governing Body that appoints them.

(c) Each Local Governing Body has the sole appointment and removal authority for members of the Local Governing Authority.

(d) Each appointed member of the local governing authority shall be appointed for a three (3) year term.

(e) In the event that a Local Governing Body has one or more unfilled position(s) on the Local Governing Authority, then the Local Governing Authority shall continue to operate, subject to the terms of the quorum requirement that follows.

(f) A quorum of the Local Governing Authority shall be established by the presence of a majority of appointed members at any meeting.

(g) The Local Governing Authority shall have a chairperson for purposes of meeting management and logistics. The chairperson shall have no special powers or authorities different from or greater than any other member. The chairperson shall rotate each calendar year, starting with a representative of the County, followed by a representative of the City of Billings, and then followed by the representative of the City of Laurel. The rotation cycle shall then repeat.

(h) The Local Governing Authority shall meet on an as-needed basis and may take action through an in-person meeting or an electronic meeting (e.g., telephone or computer) subject to all open meeting requirements. The chairperson, as part of his/her management and logistics function shall determine the manner of meeting or acting for each time a need for local governing authority discussion or action is required. The chairperson is responsible for ensuring proper public notice is made of any and all meetings of the Local Governing Authority and that minutes are recorded, as necessary.

(i) So long as a quorum is present, actions of the local governing authority shall be determined by a simple majority vote of those present.

3. <u>Issues Requiring Action by the Local Governing Authority.</u>

(a) Appointment of a new Health Officer. Upon determining the need for a new Health Officer, the Board of Health shall make its recommendation to the Local Governing Authority, which shall act to approve or disapprove the recommendation after conducting a public meeting. In the event that there is not a Health Officer in place at the time of the recommended appointment, then the person recommended by the Board of Health for appointment may fill the role until such time as the Local Governing Authority acts.

(b) Approval of new local public health rules. Any proposed new local public health rules shall be developed and vetted by the Health Officer and Board of Health. When the development process is complete, then the Board of Health or Health Officer shall notify the Local Governing Authority that a decision is needed, and a public meeting shall be arranged by the chairperson. The Local Governing Authority will then act to approve or disapprove the proposed local public health rule.

(c) Approval of revised local public health rules. If the Health Officer and Board of Health determine that an existing rule needs to be modified, then they shall develop and vet the proposed revisions. When the development process is complete, then the Board of Health or Health Officer shall notify the Local Governing Authority that a decision is needed, and a public meeting shall be arranged by the chairperson. The Local Governing Authority will then act to approve or disapprove the proposed local public health rule. In the event that the Local Governing Authority disapproves the proposed revision, then any existing local public health rule shall remain in effect.

(d) Approval of fees proposed for adoption by the local governing body to administer regulations for the control and disposal of sewage from private and public buildings and facilities.

4. **Issues not Subject to Local Governing Authority Approval.**

(a) The Parties wish to clarify that the purpose and scope of this Agreement, and of the Local Governing Authority, is to comply with the terms of HB121. Therefore, it is necessary to explicitly state some, though not all, of the issues that will not be addressed by the Local Governing Authority.

(b) HB121 states that "(i)t is not a purpose of this chapter to hinder, slow, or remove nonemergency-related powers granted to a local board of health." [HB121, section 2.] Therefore, the local governing bodies have determined that the following activities and authorities are not subject to approval by the local governing authority:

- Completion of and action on authorized inspections (e.g., food service inspections, public accommodation inspections, etc.), including issuance or denial of permits or licenses resulting from such inspections.
- Issuance of quarantine and/or isolation order to individuals consistent with state law and regulations governing the control of communicable diseases.
- Issuance of public health guidance for matters such as but not limited to emerging infectious diseases, food supply warnings and recalls, water supply warnings and recalls, etc.
- Time-sensitive actions required to protect the public, such as but not limited to closing an unsanitary restaurant or preventing the sale of a potentially spoiled food after a truck wreck.
- Approval of fees established under authority of the Board of Health unless otherwise specified in this Agreement.

5. **No Creation of Entity, Hold Harmless**. This Agreement does not create any relationship whereby the Parties create any governmental or non-governmental entity outside of the scope described herein. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency between the County, the City of Billings and/or the City of Laurel in any manner in relation to the subject matter of this Agreement, and none shall be liable for the acts, errors, or omissions of the others entered into, committed or performed with respect to or in the performance of this Agreement. Each party agrees to indemnify and holds the others harmless against any claims arising from the acts, errors or omissions of its employees, appointees or agents.

6. **Legal Compliance**. Each Party agrees to be solely responsible for compliance with all laws, rules and requirements of each entity and agrees to abide by them as part of the Local Governing Authority.

7. **Governing Law, Dispute Resolution, Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the Parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the Parties agree that proper venue lies in the Montana 13th Judicial District Court, Yellowstone County.

8. **Entire Agreement.** This Agreement embodies the entire understanding between the Parties with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified except by action of all three governing bodies.

9. **Termination.** Any Party may terminate this Agreement for any reason when its governing body adopts a resolution for termination, and it serves ninety (90) days advance written notice of the intent to terminate on the other Parties.

10. **Authorized Signatures**. The Parties represent and agree that the persons signing this Agreement have authorization to bind their respective governmental entities to the terms of this Agreement and that this Agreement is not valid and enforceable until all Parties have signed.

ATTEST:

By: Denise R. Bohlman
Billings City Clerk

CITY OF BILLINGS, MONTANA

By: William A. Cole
MAYOR

Date: 12-19-22

ATTEST:

By: Kelly Strecker
CITY CLERK

CITY OF LAUREL, MONTANA

By: Dave Waggoner
MAYOR

Date: 12/13/22

ATTEST:

By:_____
CITY CLERK

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

By: John Ostlund

Date: December 27, 2022

ATTEST:

By: Jeff Martin by Teri Reitz
Deputy Clerk & Recorder
COUNTY CLERK AND RECORDER

By: Denise Pitman

Date: December 27, 2022

By: [illegible]

Date: December 27, 2022