

****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.



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

**CITY COUNCIL
REGULAR BUSINESS MEETING**

**AGENDA
MARCH 27, 2023**

5:30 P.M.

COUNCIL CHAMBERS

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Joy

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

MINUTES:

- February 27, 2023
- March 13, 2023

COURTESIES:

PROCLAMATIONS:

- Week of the Young Child, April 1-7

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

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

1. CONSENT AGENDA -- Separations:

A. Bid Awards:

- 1. Reconstruction of the Airport's Commercial Aircraft Ramp - Schedule IV.** (Opened 3/7/23)
Recommend Knife River Construction.
- 2. W.O. 23-10: Grand Avenue and 48th Street West Traffic Signal Improvements.** (Opened 3/27/2023)
Recommend Montana Lines, Inc.

B. Contract with Tyler Technologies, Inc. for Tax-Wise software for the Finance Department.

C. Purchase eight (8) Neptune meter interface units for Public Works Distribution and Collection from Northwest Pipe Fittings.

D. Purchase 2 automated side loader refuse trucks for the Solid Waste Division from Solid Waste Systems.

- E. **Jerry Metcalf Foundation Grant Application** to provide local match for "Mobilize the MAGIC City" Project.
- F. **Transportation Alternatives Program (TAP) Grant Application** to the Parks and Recreation Department for the Stagecoach Trail.
- G. **Donation** from Albertsons Companies Intermountain Division for Billings Police Department and Billings Fire Department.
- H. **Donation** for wildland firefighting PPE (personal protective equipment) for the Billings Fire Department.
- I. **Final Plat** of The Timbers Subdivision. ***Quasi-Judicial**
- J. **Final Plat** of Legacy Subdivision, Amended. ***Quasi-Judicial**
- K. **Final Plat** of Legacy Subdivision, 2nd Filing. ***Quasi-Judicial**
- L. **Bills for the Weeks of:**
 - 1. February 21, 2023
 - 2. February 27, 2023

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

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1022:** located at 630 Logan Lane. Zoning Commission recommends approval and adoption of the 10 criteria. ***Quasi-Judicial**
 - Presented by: Nicole Cromwell, Zoning Coordinator

Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve First Reading Ordinance for Zone Change 1022 and adopt the findings of the 10 criteria, as recommended by the Zoning Commission.
- 3. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings, Montana City Code, Section 18-204, prohibiting weapons, firearms and explosives at City Council proceedings. Staff recommends approval.
 - Presented by: Gina Dahl, City Attorney

Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve the first reading ordinance amending Billings, Montana City Code, Section 18-204, prohibiting weapons, firearms and explosives at City Council proceedings, as recommended by staff.

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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**\* Quasi-Judicial** -- *Caution must be exercised concerning any potential ex parte communications with interested parties. This policy-making body may exercise approval or other adjudication authority which is "judicial" because it directly affects the legal rights of a person.*

**City Council Regular**

**Date:** 03/27/2023  
**Title:** Reconstruction of the Airport Commercial Aircraft Ramp - Schedule IV  
**Presented by:** Shane Ketterling, Assistant Director of Aviation and Transit  
**Department:** Airport  
**Presentation:** No  
**Legal Review** Yes

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**RECOMMENDATION**

Staff recommends that the City Council approve and award the Reconstruction of the Airport Commercial Aircraft Ramp Project to Knife River Construction for \$2,941,608.

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

This project will reconstruct approximately 56,185 square feet of ramp where the airlines park aircraft. The existing ramp was built in 2001, with 16 inches of concrete and an asphalt pavement section built in 2006 for smaller aircraft, and consists of 5 inches of asphalt that is rutted, not strong enough to support the heavy aircraft that will be parking at the new B Concourse, and needs to be replaced with concrete. Three sections of the commercial ramp (Schedules I - III) were replaced over the past few years between 2019 - 2022, and the Airport plans to replace the final Schedule IV in the Summer of 2023. Like Schedules I - III, Schedule IV concrete has been afflicted with Alkali-Silica Reaction (ASR). ASR is a reaction that occurs over time in the concrete between the highly alkaline cement paste and the reactive non-crystalline silica found in many common aggregates and is usually triggered by excessive moisture, resulting in the spalling of concrete, loss of strength, and results in debris that could be sucked into a jet engine causing major damage. Additives are now included into the concrete mixture to prevent ASR from occurring in the new concrete. This project includes the removal of the existing concrete and asphalt pavement sections, including slotted drains and the installation of 16 inches of new P-501 Portland Cement Concrete Pavement over 4 inches of P-410 asphalt. Schedules I - IV were bid separately so that different Federal Aviation Administration (FAA) grant funds could be applied to the cost of the project as grant funding became available.

This project was advertised in the *Yellowstone County News* on February 17, 24, and March 3 and posted on the City and Airport's Websites. On March 7, 2023, the following bids were received:

| CONTRACTOR               | BID         |
|--------------------------|-------------|
| Knife River Construction | \$2,941,608 |
| Century Companies, Inc.  | \$4,343,802 |

**ALTERNATIVES**

City Council may:

- Approve the award of Schedule IV for the Reconstruction of the Airport Commercial Aircraft Ramp Project to Knife River Construction for \$2,941,608; or
- Decline to approve the award, reject all bids, and delay the project.

**FISCAL EFFECTS**

The total cost of this project is \$2,941,608. This project will be funded at 90% with Federal Aviation Administration (FAA) Airport Improvement Program (AIP) entitlement grant funds and 10% with local match funds. The FAA's grant funding will be \$2,647,447.20 and the local match will be \$294,160.80. The local match funds are budgeted and available in the Airport's Capital Account.

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**Attachments**

Draft Contract

## Section 1.5 Contract

THIS CONTRACT, made as of \_\_\_\_\_ by and between the City of Billings, hereinafter called the OWNER, and Knife River - Billings hereinafter called the CONTRACTOR.

WITNESSETH THAT, whereas the OWNER intends to construct improvements at Billings Logan International Airport, Reconstruction of the Airport Commercial Aircraft Ramp, consisting of:

### **RECONSTRUCTION OF THE AIRPORT COMMERCIAL AIRCRAFT RAMP**

#### **Schedule 1 – Southeast Concrete Apron**

#### **Schedule 2 – Slotted Drain Reconstruction**

hereinafter called the PROJECT, in accordance with Drawings, Specifications and other Contract Documents prepared by **Morrison-Maierle**, hereinafter called the ENGINEER, and as such designated by the parties hereto as an agent for the OWNER to protect the interests of the OWNER and to insure that the CONTRACTOR's work is done in full compliance with the terms of this CONTRACT.

NOW, THEREFORE, the OWNER and the CONTRACTOR, for the considerations herein set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project included in the following units and items of the Proposal in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract:

A. **CONTRACT TIME**: Work under this Contract shall be commenced upon written Notice To Proceed and shall be completed within the specified calendar days of the commencement of the Contract Time as specified in the Special Provisions.

B. **LIQUIDATED DAMAGES AND ACTUAL DAMAGES**: Subject to the provisions of the General and Special Provisions, the OWNER shall be entitled to be paid by the Contractor for liquidated damages, actual damages and damages for additional engineering services as specified in the Special Provisions and as referenced in the "Bid Proposal Packet". (See attached "Acknowledgement of Liquidated Damages" form.)

C. **LOBBY DISCLOSURE**: As a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, the Contractor agrees to provide Certification of Disclosure of Lobbying activities and shall require that the language of this certification be included in the award of documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly. (See attached "Disclosure of Lobbying Activities" form.)

D. **SUBCONTRACTORS**: The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between subcontractor and the OWNER.

E. CONTRACT PRICE: THE OWNER AGREES to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Contract, the Contract amount of two million nine hundred forty-one thousand six hundred eight Dollars (\$ 2,941,608.00 ) based on the prices stipulated in the Proposal and in accordance with the provisions of the Contract Documents.

F. PAYMENT PROCEDURES: Progress payments will be made in accordance with the General Conditions and Special Provisions.

G. CONTRACT DOCUMENTS: The term "CONTRACT DOCUMENTS" as used herein shall mean and include the "GENERAL CONDITIONS" hereto attached, all of which are by this reference incorporated into and made a part of this Contract. In the event any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- a. Contract (This Instrument)
- b. Performance and Payment Bonds
- c. Addenda to Contract Documents (List): One (1)
- d. Legal and Procedural Documents:
  - 1. Proposal
  - 2. Proposal Guaranty
  - 3. Instructions to Bidders
  - 4. Invitation to Bid
- e. Special Provisions
- f. Drawings (List Sheet Numbers): 15 drawings
- g. Technical Provisions
- h. General Conditions

H. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER: The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specification, and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR. In acting in this capacity under this Contract, the ENGINEER is acting as an agent for the OWNER to protect the interest of the OWNER. ENGINEER will endeavor for the benefit of the OWNER to determine, in general, if the work is proceeding in accordance with the contract documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. ENGINEER'S efforts will be directed toward providing for owner a greater degree of confidence that the completed work will conform generally to the contract documents. This service does not include direction or supervision of the CONTRACTOR's employees, agents or subcontractors, or the inspection of any of the equipment, installations, temporary shoring, or any other of the CONTRACTOR's operations or those of his subcontractor, to safeguard their agents or public employees or the general public, or to prevent damage to public or private property, these being the sole responsibility of the CONTRACTOR.

I. SAFETY PROVISIONS: It is a condition of the Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the CONTRACTOR and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety, as determined under construction safety and health standards. Title 29 Code of Federal Regulations, Part 1518, 36 F.R., 7340, promulgated by the United States Secretary of Labor in accordance with Section 107 of the Contract Work Hours and

Safety Standards Act, 82 Stat. 96.

J. LABOR PROVISIONS: The labor provisions of Section 1.8 A10 Davis Bacon Requirements are hereby made a part of this contract.

K. SUCCESSORS AND ASSIGNS: This contract and all of the covenants hereof shall insure to the benefit of, be binding upon the OWNER and the CONTRACTOR respectively, and his partners, successors, assigns, and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign or transfer his interests or obligations hereunder without written consent of the other party.

L. ATTORNEY'S FEES: In the event either party engages the services of an attorney to enforce any provisions hereof or to secure payments, the prevailing party shall receive from the other party all costs, charges and expenses, including reasonable attorney's fees.

M. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: (Applies to all Construction Contracts in excess of \$10,000): During the performance of this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment 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 to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

N. AFFIDAVIT OF AMOUNTS PAID DBE PARTICIPANTS: Upon completion of the project, the Bidder agrees to complete the attached "Affidavit of Amounts Paid DBE Participants" indicating actual DBE firms used, a description of utilization, and the amount paid each DBE firm. (See Forms Appendix, make copies as needed, complete and provide to project engineer.) IN WITNESS WHEREOF, the parties have made and executed this Contract this day and year first above written.

CITY OF BILLINGS, MONTANA  
OWNER

By: \_\_\_\_\_

Title: \_\_\_\_\_

P.O. Box 1178  
Business Address

|          |       |       |
|----------|-------|-------|
| Billings | MT    | 59103 |
| City     | State | Zip   |

Knife River - Billings  
CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

P.O. Box 80066  
Business Address

|          |       |       |
|----------|-------|-------|
| Billings | MT    | 59108 |
| City     | State | Zip   |

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney's Office

ATTEST

\_\_\_\_\_  
Billings City Clerk

See attached forms:

- A. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS (Requires Signature)
- B. DISCLOSURE OF LOBBYING ACTIVITIES (Requires Disclosure)
- C. ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES (Requires Signature)

**Attachment "A"**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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 of Lobby Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

Signed: \_\_\_\_\_  
Contractor's Authorized Representative

Dated: \_\_\_\_\_

**Attachment "B"**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Type of Federal Action:<br><input type="checkbox"/> a. Contract<br><input type="checkbox"/> b. Grant<br><input type="checkbox"/> c. Cooperative Agreement<br><input type="checkbox"/> d. Loan<br><input type="checkbox"/> e. Loan Guarantee<br><input type="checkbox"/> f. Loan Insurance                                                                                                                                                                                                                                                                                                                   | 2. Status of Federal Action<br><input type="checkbox"/> a. bid/Offer/Application<br><input type="checkbox"/> b. Initial Award<br><input type="checkbox"/> c. Post-award                                                                                                                                              | 3. Report Type:<br><input type="checkbox"/> a. Initial filing<br><input type="checkbox"/> b. Material change<br>For Material Change Only:<br>Year _____ Quarter _____<br>Date of last report _____ |
| 4. Name and Address of Reporting Entity:<br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br>Congressional District, if known: _____                                                                                                                                                                                                                                                                                                                                                                                                                             | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:<br><br>Congressional District, if known: _____                                                                                                                                                                                       |                                                                                                                                                                                                    |
| 6. Federal Department/Agency: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 7. Federal Program Name/Description:<br><br>CFDA Number, if applicable: _____                                                                                                                                                                                                                                        |                                                                                                                                                                                                    |
| 8. Federal Action Number, if known: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 9. Award Amount, if known:<br><br>\$ _____                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                    |
| 10. a. Name and Address of Lobbying Entity<br>(if individual, last name, first name, MI): _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | b. Individuals Performing Services (including address if different from No. 10a)<br>(last name, first name, MI): _____<br><br>(attach Continuation Sheet(s) SF-LLL-A, if necessary)                                                                                                                                  |                                                                                                                                                                                                    |
| 11. Amount of Payment (check all that apply):<br>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 13. Type of Payment (check all that apply):<br><input type="checkbox"/> a. Retainer<br><input type="checkbox"/> b. One-time fee<br><input type="checkbox"/> c. Commission<br><input type="checkbox"/> d. Contingent fee<br><input type="checkbox"/> e. Deferred<br><input type="checkbox"/> f. Other; specify: _____ |                                                                                                                                                                                                    |
| 12. Form of Payment (check all that apply):<br><input type="checkbox"/> a. Cash<br><input type="checkbox"/> b. In-kind; specify: nature _____ value _____                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                    |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:<br><br>(attach Continuation Sheet(s) SF-LLL-A, if necessary)                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                    |
| 15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                    |
| Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No: _____ Date: _____                                                                                                                                                                                                                             |                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Federal Use Only: _____<br>Authorized for Local Reproduction<br>Standard Form - LLL                                                                                                                                                                                                                                  |                                                                                                                                                                                                    |

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

**Attachment "C"**  
**ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES**

This acknowledgment dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by wherein \_\_\_\_\_ acknowledges and agrees that the public improvement contract contains a liquidated damages clause. \_\_\_\_\_ acknowledges and agrees that because the project involves the construction of public improvements said liquidated damages clause is necessary. \_\_\_\_\_ acknowledges and agrees that the City of Billings is damaged in the amount of \$ 300.00 (Three Hundred and no/100 Dollars) for each day past the contract's completion date that this project is not completed.

\_\_\_\_\_ acknowledges and agrees that because this is a public improvement project, it is extremely difficult to calculate the City of Billings' actual damages for delay in completing the project but that this mutually agreed upon figure for liquidated damages of \$ 300.00 (Three Hundred and no/100 Dollars) is the best approximation possible, is reasonable and is not a penalty. This mutually agreed upon liquidated damages amount has been specifically taken into account in arriving at the dollar amount of the submitted bid. This liquidated damages amount shall be included in the public improvement project contract and \_\_\_\_\_ acknowledges and agrees to be bound by this amount should \_\_\_\_\_ be awarded the public improvement contract.

This mutually agreed upon amount may be deducted from money due or to become due \_\_\_\_\_ should \_\_\_\_\_ be awarded the public improvement contract and should \_\_\_\_\_ fail to complete the work within the time specified in the contract.

By: \_\_\_\_\_  
(Contractor)

Its: \_\_\_\_\_  
(Title)

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**City Council Regular**

**Date:** 03/27/2023  
**Title:** W.O. 23-10: Grand Avenue and 48th Street West Traffic Signal Improvements, Bid Award  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review** Not Applicable

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**RECOMMENDATION**

Staff recommends that City Council award a contract for W.O. 23-10: Grand Avenue and 48th Street West Traffic Signal Improvements to Montana Lines, Inc. in the amount of \$393,988.50.

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

W.O. 23-10: Grand Avenue and 48th Street West Traffic Signal Improvements project will construct a traffic signal and incidental streetlights at the intersection of Grand Avenue and 48th Street West. Minor widening on 48th Street West will include a shared through/left turn lane and a right-only turn lane.

The intersection exceeds the thresholds of four separate traffic signal warrants outlined by the Federal Highway Administration under existing traffic conditions. The traffic will further exceed the signal warrant thresholds as the developments on the far west end of Billings continue to build out and traffic continues to increase. This growth will only exacerbate the existing congestion issues. A traffic study analyzed this future traffic growth and showed that the improvements will increase the future level of service at the intersection from LOS F to LOS B by decreasing the delay for each vehicle by over 70%. The traffic signal will help to minimize a recent trend of injury accidents. Finally, the improvements will allow for safe turning movements from 48th Street West during peak-hour traffic. The project is a 50/50 cost-shared project between the City and Yellowstone County.

The project was advertised on February 17, 24, and March 3, 2023 in the Yellowstone County News and on the City's website. Bids were opened on March 7, 2023. Three bids were received. Montana Lines Inc. submitted the lowest responsible bid.

**ALTERNATIVES**

City Council may:

- Award W.O. 23-10: Grand Avenue and 48th Street West Traffic Signal Improvements to Montana Lines Inc. in the amount of \$393,988.50; or,
- Not award a contract and reject all bids. If the contract is not awarded, the intersection of Grand Avenue and 48th Street West will continue to operate at a low level of service and be less safe than with the improvements installed.

**FISCAL EFFECTS**

The following bids were received:

| Contractor         | Base Bid     |
|--------------------|--------------|
| Montana Lines Inc. | \$393,988.50 |
| Ace Electric, Inc. | \$414,490.25 |
| Elcon Corporation  | \$443,098.00 |

The project was budgeted in FY23 using City Arterial Funds (50%) and Yellowstone County funds (50%). There is sufficient budget to award the contract.

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## City Council Regular

**Date:** 03/27/2023  
**Title:** Contract with Tyler Technologies, Inc. Agreement for Tax-Wise  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** No  
**Legal Review** Yes

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### RECOMMENDATION

Staff recommends approval of the software agreement with Tyler Technologies for the TaxWise software in the amount of \$115,590 for the first year and \$15,885 per year thereafter.

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

This software procurement has been vetted and is being purchased through a Sourcewell Cooperative Purchasing contract. Sourcewell is a new tool to the City for use in procurement. Historically, it has been advantageous for the City to use state contracts to procure items, without further competition. The City's Purchasing Procedures were updated in 2022 to allow the use of cooperative agreements beyond just the state contracts. In each instance, Staff evaluates the procurement options to determine which is the most beneficial for the City.

The City of Billings is currently using a tax and assessment software that has been in place since 2004. The City of Billings no longer has software support, and the software resides on an AS400 server that is past replacement. The City has been working to move off of this server for all applications. For years, we have been working with our current accounting software to develop a custom tax and assessment module, but it does not appear to be moving forward at a pace that will work for the City.

The Finance department is requesting approval to procure an existing software from Tyler Technologies, the same system that Yellowstone County uses. The City and County are frequently sharing tax and assessment files between each organization to ensure accurate records. Having a system that communicates well between these organizations will be a positive.

### ALTERNATIVES

City Council may:

- Approve the software agreement with Tyler Technologies for the TaxWise software in the amount of \$115,590 for the first year and \$15,885 per year thereafter; or,
- Not Approve the software agreement, and provide further guidance to staff.

### FISCAL EFFECTS

The term of the contract is one year from contract execution. The contract may be extended for additional one year terms by receipt and payment of an invoice, unless terminated by either party at least thirty days prior to the end of the then-current term.

The estimated amount is \$115,590 for the first year and \$15,885/year thereafter. The Finance Department has \$125,000 budgeted for this purchase.

### SUMMARY

Staff recommends approval of the software agreement with Tyler Technologies for the Tax-Wise software in the amount of \$115,590 for the first year and \$15,885 per year thereafter.

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### Attachments

Tyler Tech Taxwise Software Agreement



## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Billings, Montana.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Named Users”** means the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules identified in the Investment Summary, if any.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.

- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service (“SaaS”) do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
- 1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

## SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

## **SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

## **SECTION E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
  - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## **SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION G – TERMINATION**

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
  - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).

- 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d)

Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION I – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of

proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not

limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Contract Documents. This Agreement includes the following exhibits:

|           |                                    |
|-----------|------------------------------------|
| Exhibit A | Investment Summary                 |
| Exhibit B | Invoicing and Payment Policy       |
|           | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement  |
|           | Schedule 1: Support Call Process   |
| Exhibit D | Statement of Work                  |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Billings, MT

By: 

By: \_\_\_\_\_

Name: Rob Kennedy-Jensen

Name: \_\_\_\_\_

Title: Group General Counsel

Title: \_\_\_\_\_

Date: March 6, 2023

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City of Billings  
210 North 27th Street  
Billings, MT 59101  
**Attention:** \_\_\_\_\_



## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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**Sales Quotation For:**

City of Billings  
 210 N 27th St  
 Billings MT 59101  
 Barb McRae  
 +1 (406) 657-8387  
 mcraeb@billingsmt.gov

Quoted By:

Ron Pieracci

Quote Expiration:

06/20/23

Quote Name:

Tax-Wise For City of Billings  
 Special Assessments

**Tyler Software**

| Description                      | Annual           |                 |
|----------------------------------|------------------|-----------------|
|                                  | License Total    | Maintenance     |
| <b>ERP Pro powered by Incode</b> |                  |                 |
| Tax-Wise                         |                  |                 |
| Taxation and Billing System      | \$ 24,000        | \$ 7,200        |
| RSID's                           | \$ 7,200         | \$ 2,160        |
| Database and Environmental [5]   | \$ 1,750         | \$ 525          |
| <b>TOTAL:</b>                    | <b>\$ 32,950</b> | <b>\$ 9,885</b> |

**Services**

| Description                                   | Hours/Units | Extended Price   | Maintenance     |
|-----------------------------------------------|-------------|------------------|-----------------|
| Tax-Wise                                      |             |                  |                 |
| Custom Services                               | 80          | \$ 20,000        | \$ 6,000        |
| Installation Services - Treasury              | 105         | \$ 15,225        | \$ 0            |
| Project Management Services - Treasury        | 80          | \$ 11,600        | \$ 0            |
| Server Staging/Setup/Configuration - Treasury | 12          | \$ 1,740         | \$ 0            |
| Training Services - Treasury                  | 85          | \$ 12,325        | \$ 0            |
| Conversion Services - Treasury                | 150         | \$ 21,750        | \$ 0            |
| <b>TOTAL:</b>                                 |             | <b>\$ 82,640</b> | <b>\$ 6,000</b> |

**Summary****One Time Fees****Recurring Fees**

|                      |                   |                  |
|----------------------|-------------------|------------------|
| Total Tyler Software | \$ 32,950         | \$ 9,885         |
| Total Tyler Services | \$ 82,640         | \$ 6,000         |
| <b>Summary Total</b> | <b>\$ 115,590</b> | <b>\$ 15,885</b> |

**Optional Tyler Software**

| Description | License Total | Annual Maintenance |
|-------------|---------------|--------------------|
|-------------|---------------|--------------------|

| ERP Pro powered by Incode |               |                 |                 |
|---------------------------|---------------|-----------------|-----------------|
| Tax-Wise                  |               |                 |                 |
| Cash Receipting           |               | \$ 9,600        | \$ 2,880        |
|                           | <b>TOTAL:</b> | <b>\$ 9,600</b> | <b>\$ 2,880</b> |

### Optional Services

| Description                      | Hours/Units     | Extended Price | Maintenance     |
|----------------------------------|-----------------|----------------|-----------------|
| Tax-Wise                         |                 |                |                 |
| Installation Services - Treasury | 15              | \$ 2,175       | \$ 0            |
| Training Services - Treasury     | 15              | \$ 2,175       | \$ 0            |
| <b>Service total - TOTAL:</b>    | <b>\$ 4,350</b> | <b>\$ 0</b>    | <b>\$ 4,350</b> |

- Work will be delivered remotely unless otherwise noted in this agreement.

Custom programming hours and pricing have been estimated at 80 hours. Actual hours used may vary. Estimated range is between 70 to 90 hours however actual hours used will be billed.



## **Exhibit B**

### **Invoicing and Payment Policy**

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

#### **1. Tyler Software.**

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we provide you with access to the applicable Tyler Software (the "Software Access Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Software Access Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

1.3 *SaaS & Subscription Fees:* SaaS (including hosting) fees and subscription fees are invoiced on an annual basis, beginning on the first day of the month immediately following the Effective Date. Your annual SaaS fees and subscription fees for the initial year one term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees and subscription fees will be at our then-current rates.

#### **2. Other Tyler Software and Services.**

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the best practice recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

- 2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
- 2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.6 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

###### Departure Day

|                          |                  |
|--------------------------|------------------|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon  | Dinner           |

###### Return Day

|                                       |                             |
|---------------------------------------|-----------------------------|
| Return before 12:00 noon              | Breakfast                   |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch         |
| Return after 7:00 p.m.*               | Breakfast, lunch and dinner |

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

|           |     |
|-----------|-----|
| Breakfast | 15% |
| Lunch     | 25% |
| Dinner    | 60% |

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C

### Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. We will invoice you for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Your payment of such invoice shall indicate your acceptance of the then-current renewal term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

|                             |                        |
|-----------------------------|------------------------|
| New Year’s Day              | Labor Day              |
| Martin Luther King, Jr. Day | Thanksgiving Day       |
| Memorial Day                | Day after Thanksgiving |
| Independence Day            | Christmas Day          |

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## **Incident Handling**

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

| Priority Level | Characteristics of Support Incident                                                                                                                                                                                                                 | Resolution Targets*                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1<br>Critical  | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |

| Priority Level    | Characteristics of Support Incident                                                                                                                                                      | Resolution Targets*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2<br>High         | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.                                 | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.                                                                           |
| 3<br>Medium       | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |
| 4<br>Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.                                      | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.                                                                                                                                                                                                                                              |

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**Statement of Work**

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# City of Billings

## SOW from Tyler Technologies, Inc.

2/16/2023

Presented to:  
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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

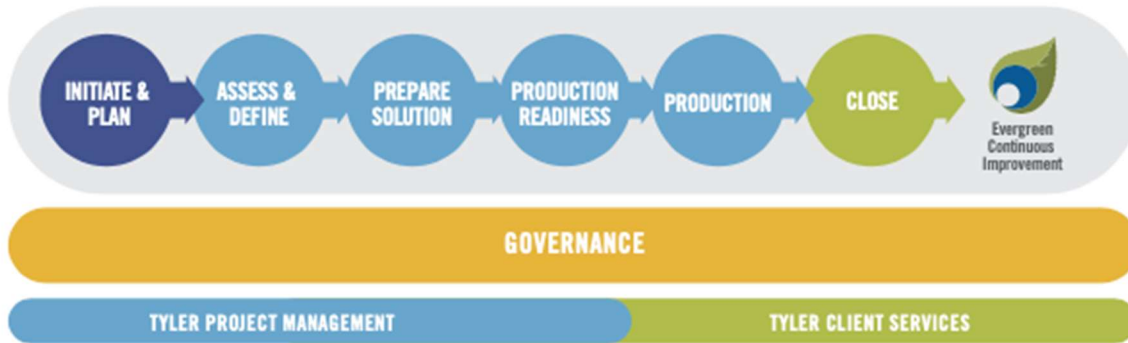
### 1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.



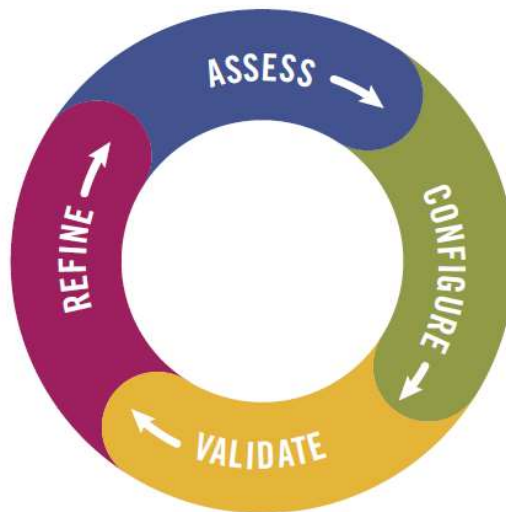
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



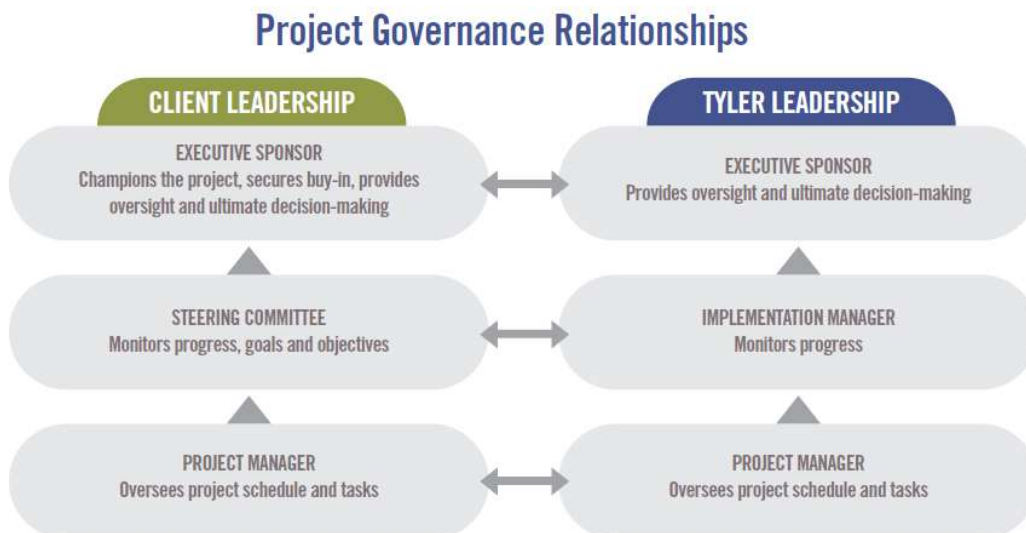
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

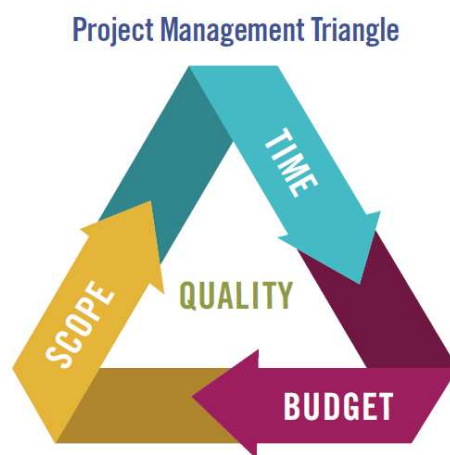
The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

### 3.3 Change Request Management

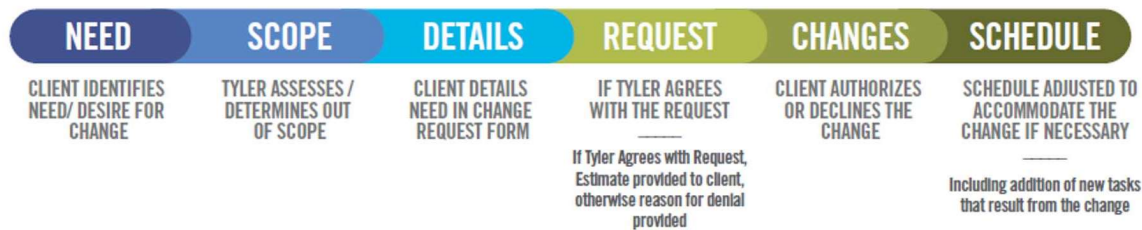
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

## Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

#### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

#### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



## 5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - City Policies
  - Needs of other client projects

### 5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a



timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.



- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of City resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

#### 5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.



- Participate in conversion review and validation.

### 5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.
- Client-hosted:
  - Involved in infrastructure planning/review
  - Purchases and sets up client-hosted servers

#### 5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

### 5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



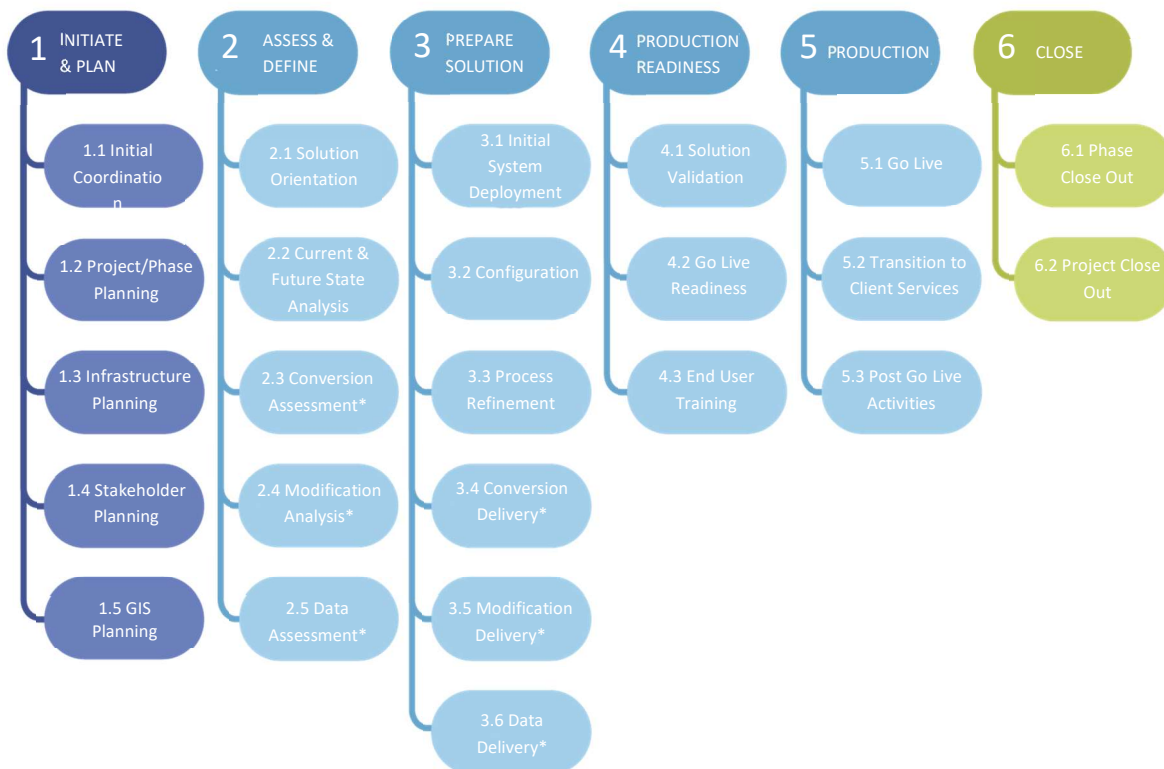
# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

### Work Breakdown Structure (WBS)



*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

| STAGE 1                                                                                 | Initial Coordination |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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| Tyler project team is assigned                                                          | A                    | R                      | C               | I                         | I            | I                     | I                  | I               | I                 |                    | I               |                  |                         |                               |                  |           |                 |
| City project team is assigned                                                           |                      |                        |                 |                           |              |                       |                    |                 | A                 | I                  | R               | I                | I                       | I                             |                  |           |                 |
| Provide initial project documents to the City                                           |                      | A                      | R               | C                         |              |                       | C                  |                 | I                 |                    | I               |                  |                         |                               |                  |           |                 |
| Gather preliminary information requested                                                |                      |                        | I               |                           |              |                       |                    |                 | A                 |                    | R               | C                |                         | C                             |                  | C         | C               |
| Sales to implementation knowledge transfer                                              |                      | A                      | R               | I                         | I            | I                     | I                  |                 |                   |                    | I               |                  |                         |                               |                  |           |                 |
| Create Project Portal to store project artifacts and facilitate communication           |                      | A                      | R               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                               |                  |           |                 |



|        |                    |
|--------|--------------------|
| Inputs | Contract documents |
|        | Statement of Work  |

|                      |                                   |
|----------------------|-----------------------------------|
| Outputs/Deliverables | Working initial project documents |
|                      | Project portal                    |

#### Work package assumptions:

- Project activities begin after the agreement has been fully executed.

### 6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

| STAGE 1                                                                                 | Project/Phase Planning                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
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|                                                                                         | Tyler                                    |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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|                                                                                         |                                          | A                      | R               |                           |              |                       |                    |                 | I                 |                    | C               | C                | I                       |                               |                  |           |                 |
|                                                                                         | Schedule and conduct planning session(s) |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |



|                                  |  |   |   |   |   |   |   |  |   |   |   |   |   |   |   |  |   |
|----------------------------------|--|---|---|---|---|---|---|--|---|---|---|---|---|---|---|--|---|
| Develop Project Management Plan  |  | A | R |   |   |   |   |  | I |   | C | C | I |   |   |  |   |
| Develop initial project schedule |  | A | R | I | I | I | I |  | I | I | C | C | I | I | C |  | I |

|        |                                |
|--------|--------------------------------|
| Inputs | Contract documents             |
|        | Statement of Work              |
|        | Guide to Starting Your Project |

| Outputs / Deliverables |                          | Acceptance Criteria [only] for Deliverables                                                     |
|------------------------|--------------------------|-------------------------------------------------------------------------------------------------|
|                        | Project Management Plan  | Delivery of document                                                                            |
|                        | Project Operational Plan | Delivery of document                                                                            |
|                        | Initial Project Schedule | City provides acceptance of schedule based on resource availability, project budget, and goals. |

#### Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important on-premise deployment models. In an On-premise deployment, the City will be responsible for the setup of the infrastructure. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

#### Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

| STAGE 1                                                                                 | Infrastructure Planning |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                        |                  |           |                 |
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| Provide Infrastructure Requirements and Design Document                                 |                         | A                      | R               |                           | C            |                       | C                  |                 |                   |                    | I               |                  |                         |                        |                  |           | I               |
| Initial Infrastructure Meeting                                                          |                         | A                      | R               |                           | C            |                       | C                  |                 |                   |                    | C               |                  |                         |                        |                  |           | C               |



|                                                |  |   |   |  |  |  |   |  |  |  |   |  |  |  |  |  |   |
|------------------------------------------------|--|---|---|--|--|--|---|--|--|--|---|--|--|--|--|--|---|
| Schedule Installation of All Licensed Software |  | A | R |  |  |  | C |  |  |  | I |  |  |  |  |  | I |
| Infrastructure Audit                           |  | A | R |  |  |  | C |  |  |  | I |  |  |  |  |  | C |

#### Work package assumptions:

- The City will maintain environment (or virtual environment) for On-Premise deployments.

|        |                                                            |
|--------|------------------------------------------------------------|
| Inputs | 1. Initial Infrastructure Requirements and Design Document |
|--------|------------------------------------------------------------|

| Outputs / Deliverables |                                       | Acceptance Criteria [only] for Deliverables |
|------------------------|---------------------------------------|---------------------------------------------|
|                        | Completed Infrastructure Requirements | Delivery of Requirements                    |
|                        | Infrastructure Audit                  | System Passes Audit Criteria                |

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

#### Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

| STAGE 1                                                                                 | Stakeholder Meeting |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
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|                                                                                         | Tyler               |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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| Create Stakeholder Meeting Presentation                                                 | I                   | A                      | R               | I                         | I            |                       |                    |                 | I                 | I                  | C               |                  | I                       |                               |                  |           |                 |
| Review Stakeholder Meeting Presentation                                                 |                     | I                      | C               |                           |              |                       |                    |                 | A                 |                    | R               |                  | C                       |                               |                  |           |                 |
| Perform Stakeholder Meeting Presentation                                                | I                   | A                      | R               | I                         | I            |                       |                    |                 | I                 | I                  | C               | I                | I                       | I                             | I                | I         | I               |

|        |           |
|--------|-----------|
| Inputs | Agreement |
|        | SOW       |



|                        |                                  |                                             |
|------------------------|----------------------------------|---------------------------------------------|
|                        | Project Management Plan          |                                             |
| Outputs / Deliverables |                                  | Acceptance Criteria [only] for Deliverables |
|                        | Stakeholder Meeting Presentation |                                             |

#### Work package assumptions:

- None

#### 6.1.5 Intentionally left blank.

#### 6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

#### Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

#### Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete

### 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

#### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:



- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

| STAGE 2                                                                                 | Solution Orientation |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
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| Provide pre-requisites                                                                  |                      |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                             | I                |           | I               |
| Complete pre-requisites                                                                 |                      |                        |                 |                           |              |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           | C               |
| Conduct orientation                                                                     |                      |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                             | I                |           | I               |

|        |                                |
|--------|--------------------------------|
| Inputs | Solution orientation materials |
|        | Training Plan                  |

## 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

| STAGE 2 | Current & Future State Analysis |  |  |  |  |  |  |      |  |  |  |  |  |  |  |
|---------|---------------------------------|--|--|--|--|--|--|------|--|--|--|--|--|--|--|
|         | Tyler                           |  |  |  |  |  |  | City |  |  |  |  |  |  |  |



|                                                                                                |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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| Current State process review                                                                   |                   |                        | A               | R                         | I            | I                     | I                  |                 |                   |                    | C               | C                | C                       | C                                    |                  |           | C               |
| Discuss future-state options                                                                   |                   |                        | A               | R                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                                    |                  |           | C               |
| Make future-state decisions (non-COTS)                                                         |                   |                        | C               | C                         | C            | C                     | C                  |                 |                   |                    | A               | R                | I                       | C                                    |                  |           | C               |
| Document anticipated configuration options required to support future state                    |                   |                        | A               | R                         | C            | C                     | C                  |                 |                   |                    | I               | I                | I                       | I                                    |                  |           | I               |

|        |                                  |
|--------|----------------------------------|
| Inputs | City current state documentation |
|        | Solution Orientation completion  |

|                        |                                                                                                                  |                                                    |
|------------------------|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Outputs / Deliverables |                                                                                                                  | <b>Acceptance Criteria [only] for Deliverables</b> |
|                        | Documentation that describes future-state decisions and configuration options to support future-state decisions. | Delivery of document                               |

#### Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

### 6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

#### Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.



| STAGE 2                                                                                 | Data Conversion Assessment |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|-----------------------------------------------------------------------------------------|----------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                      |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                                      |                  |           |                 |
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| Extract Data from Source Systems                                                        |                            |                        | I               |                           | C            |                       |                    |                 |                   |                    | A               |                  |                         |                                      |                  |           | R               |
| Review and Scrub Source Data                                                            |                            |                        | I               | I                         | I            |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           | I               |
| Build/Update Data Conversion Plan                                                       |                            |                        | R               | C                         | C            |                       |                    |                 |                   |                    | C               | I                | I                       | I                                    |                  |           | I               |

|        |                                               |
|--------|-----------------------------------------------|
| Inputs | City Source data                              |
|        | City Source data Documentation (if available) |

|                        |                                    |                                                        |
|------------------------|------------------------------------|--------------------------------------------------------|
| Outputs / Deliverables |                                    | Acceptance Criteria [only] for Deliverables            |
|                        | Data Conversion Plan built/updated | City Acceptance of Data Conversion Plan, if Applicable |

#### Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

#### 6.2.4 Intentionally left blank.

#### 6.2.5 Intentionally left blank.

#### 6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.



- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

## 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

#### Objectives:

- The City's hardware is available and set up appropriately to meet Tyler's requirements.
- All licensed software is installed and operational.
- The City can access the software.

| STAGE 3                                                                                 | Initial System Deployment (On-Premise) |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|-----------------------------------------------------------------------------------------|----------------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                                  |                        |                 |                           |              |                       |                    | City            |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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| Review Purchased Hardware                                                               |                                        |                        | A               |                           |              |                       | R                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | C               |
| Setup/Prepare Hardware for Deployment for Included Environments                         |                                        |                        | I               |                           |              |                       | C                  |                 |                   |                    | A               |                  |                         |                                      |                  |           | R               |
| Install Licensed Software with Initial Database on Server(s) for Included Environments  |                                        |                        | A               |                           |              |                       | R                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | C               |



|                                                           |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |   |
|-----------------------------------------------------------|--|--|---|--|--|--|---|--|--|--|--|--|--|--|--|--|--|---|
| Install Licensed Software on City Devices (if applicable) |  |  | I |  |  |  | C |  |  |  |  |  |  |  |  |  |  | R |
| Tyler System Administration Training (if applicable)      |  |  | A |  |  |  | R |  |  |  |  |  |  |  |  |  |  | C |

|        |                                                  |
|--------|--------------------------------------------------|
| Inputs | Hardware is Procured and Made Available to Tyler |
|--------|--------------------------------------------------|

| Outputs / Deliverables |                                                                | Acceptance Criteria [only] for Deliverables |
|------------------------|----------------------------------------------------------------|---------------------------------------------|
|                        | Licensed Software is Installed on the Server(s)                | Software is accessible                      |
|                        | Licensed Software is Installed on City devices (if applicable) | Software is accessible                      |
|                        | Installation Checklist/System Document                         | System meets prescribed checklist           |
|                        | Infrastructure Design Document (If Applicable)                 |                                             |

#### Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

#### On-Premise:

- The City has procured sufficient hardware by the agreed upon timeline.
- The procured hardware and software meets Tyler requirements to ensure sufficient speed and operability of Tyler Licensed Software. Tyler will not support the use of Licensed Software if the City does not meet minimum standards of Tyler's published specifications.
- The City has in place and keeps up to date all hardware, software, and technical infrastructure necessary to support the solution.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

#### Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

|         |               |      |
|---------|---------------|------|
| STAGE 3 | Configuration |      |
|         | Tyler         | City |



|                                                                                                |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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| Conduct configuration training                                                                 |                   |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | C                |                         | C                                    |                  |           |                 |
| Complete Tyler configuration tasks (where applicable)                                          |                   |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                                    |                  |           |                 |
| Complete City configuration tasks (where applicable)                                           |                   |                        | I               | C                         |              |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Standard interfaces configuration and training (if applicable)                                 |                   |                        | A               | R                         |              |                       | C                  |                 |                   |                    | I               | C                |                         | C                                    |                  |           | C               |
| Updates to Solution Validation testing plan                                                    |                   |                        | C               | C                         |              |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           | C               |

|        |                                                                                                                  |
|--------|------------------------------------------------------------------------------------------------------------------|
| Inputs | Documentation that describes future state decisions and configuration options to support future state decisions. |
|--------|------------------------------------------------------------------------------------------------------------------|

|                        |                   |                                             |
|------------------------|-------------------|---------------------------------------------|
| Outputs / Deliverables |                   | Acceptance Criteria [only] for Deliverables |
|                        | Configured System |                                             |

#### Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

#### Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.



| STAGE 3                                                                                 | Process Refinement |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|-----------------------------------------------------------------------------------------|--------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler              |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                                      |                  |           |                 |
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| Conduct process training                                                                |                    |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | C                | I                       | C                                    |                  |           |                 |
| Confirm process decisions                                                               |                    |                        | I               | C                         |              |                       |                    |                 |                   | A                  | R               | C                | I                       | C                                    |                  |           |                 |
| Test configuration                                                                      |                    |                        | I               | C                         |              |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Refine configuration (City Responsible)                                                 |                    |                        | I               | C                         |              |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Refine configuration (Tyler Responsible)                                                |                    |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                                    |                  |           |                 |
| Validate interface process and results                                                  |                    |                        | I               | C                         |              |                       | C                  |                 |                   |                    | A               | R                |                         | C                                    |                  |           | C               |
| Update City-specific process documentation (if applicable)                              |                    |                        | I               | C                         |              |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Updates to Solution Validation testing plan                                             |                    |                        | C               | C                         |              |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           | C               |

|        |                                                                                                                  |
|--------|------------------------------------------------------------------------------------------------------------------|
| Inputs | Initial Configuration                                                                                            |
|        | Documentation that describes future state decisions and configuration options to support future state decisions. |
|        | Solution validation test plan                                                                                    |

|                        |                                                                   |                                             |
|------------------------|-------------------------------------------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                                                   | Acceptance Criteria [only] for Deliverables |
|                        | Updated solution validation test plan                             |                                             |
|                        | Completed City-specific process documentation (completed by City) |                                             |

#### Work package assumptions:

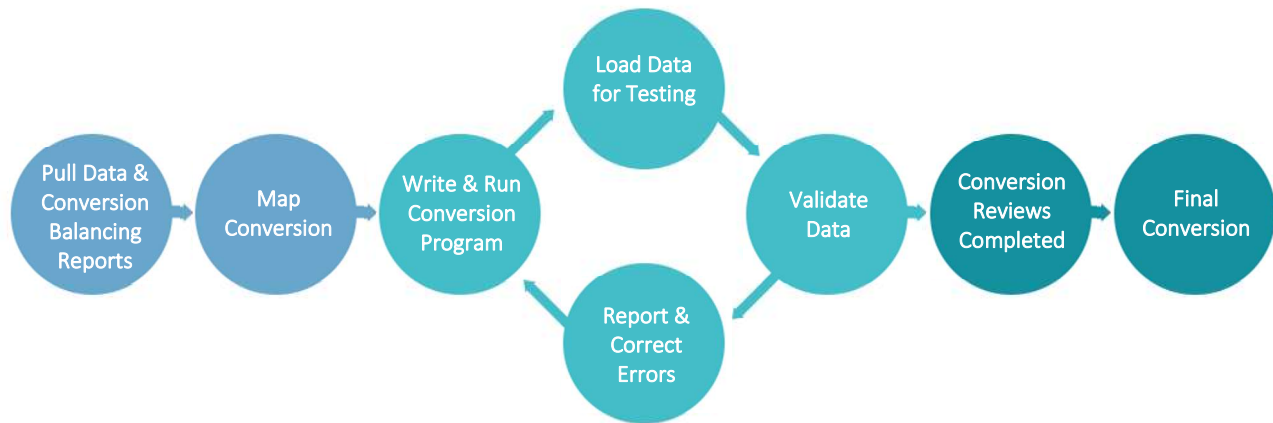
- None



### 6.3.4 Conversion Delivery

The purpose of this task is to transition the City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



#### Objectives:

- Data is ready for production (Conversion).

| STAGE 3                                                                                    | Data Delivery & Conversion |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|--------------------------------------------------------------------------------------------|----------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|                                                                                            | Tyler                      |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                                      |                  |           |                 |
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| Provide data crosswalks/code mapping tool                                                  |                            |                        | A               | C                         | R            |                       |                    |                 |                   |                    | I               | I                |                         | I                                    |                  |           |                 |
| Populate data crosswalks/code mapping tool                                                 |                            |                        | I               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           |                 |



|                                                                          |  |  |   |   |   |  |   |  |  |  |   |   |  |   |  |  |   |
|--------------------------------------------------------------------------|--|--|---|---|---|--|---|--|--|--|---|---|--|---|--|--|---|
| Iterations:<br>Conversion<br>Development                                 |  |  | A | C | R |  |   |  |  |  | I |   |  |   |  |  | I |
| Iterations:<br>Deliver<br>converted data                                 |  |  | A |   | R |  | I |  |  |  | I |   |  |   |  |  | I |
| Iterations:<br>Proof/Review<br>data and<br>reconcile to<br>source system |  |  | C | C | C |  |   |  |  |  | A | R |  | C |  |  | C |

|        |                      |
|--------|----------------------|
| Inputs |                      |
|        | Data Conversion Plan |
|        | Configuration        |

|                           |                                          |                                                         |
|---------------------------|------------------------------------------|---------------------------------------------------------|
| Outputs /<br>Deliverables |                                          | Acceptance Criteria [only] for Deliverables             |
|                           | Code Mapping Complete / Validated        |                                                         |
|                           | Conversion Iterations / Reviews Complete | Conversion complete, verified, and ready for final pass |

#### Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

#### 6.3.5 Intentionally left blank.

#### 6.3.6 Intentionally left blank.

#### 6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

#### Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.



- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

| STAGE 4                                                                                 | Solution Validation |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|---------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler               |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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| Update Solution Validation plan                                                         |                     |                        | A               | R                         | C            |                       |                    |                 |                   |                    | C               | C                |                         | C                             |                  |           |                 |
| Update test scripts (as applicable)                                                     |                     |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Perform testing                                                                         |                     |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Document issues from testing                                                            |                     |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Perform required follow-up on issues                                                    |                     |                        | A               | R                         | C            |                       |                    |                 |                   |                    | C               | C                |                         | C                             |                  |           |                 |

|        |                                                                                  |
|--------|----------------------------------------------------------------------------------|
| Inputs | Solution Validation plan                                                         |
|        | Completed work product from prior stages (configuration, business process, etc.) |

|                        |                            |                                             |
|------------------------|----------------------------|---------------------------------------------|
| Outputs / Deliverables |                            | Acceptance Criteria [only] for Deliverables |
|                        | Solution Validation Report | City updates report with testing results    |

#### Work package assumptions:



- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

## 6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

### Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

| STAGE 4                                                                                 | Go-Live Readiness |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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| Perform Readiness Assessment                                                            | I                 | A                      | R               | C                         | C            | I                     | C                  | I               | I                 | I                  | I               |                  | I                       |                               |                  |           | I               |
| Conduct Go-Live planning session                                                        |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | C                       | C                             | C                |           | C               |
| Order peripheral hardware (if applicable)                                               |                   |                        | I               |                           |              |                       |                    |                 |                   | A                  | R               |                  |                         |                               |                  |           | C               |
| Confirm procedures for Go-Live issue reporting & resolution                             |                   | A                      | R               | I                         | I            | I                     | I                  |                 |                   |                    | C               | C                | I                       | I                             | I                | I         | I               |
| Develop Go-Live checklist                                                               |                   | A                      | R               | C                         | C            |                       |                    |                 |                   |                    | C               | C                | I                       | C                             |                  |           | C               |
| Final system infrastructure review (where applicable)                                   |                   |                        | A               |                           |              |                       | R                  |                 |                   |                    | C               |                  |                         |                               |                  |           | C               |

|        |                        |
|--------|------------------------|
| Inputs | Future state decisions |
|        | Go-live checklist      |

|                        |                           |                                                                     |
|------------------------|---------------------------|---------------------------------------------------------------------|
| Outputs / Deliverables |                           | Acceptance Criteria [only] for Deliverables                         |
|                        | Updated go-live checklist | Updated Action plan and Checklist for go-live delivered to the City |



## Work package assumptions:

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

## Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

| STAGE 4                                                                                 | End User Training |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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| Update training plan                                                                    |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               |                  | I                       |                               | C                |           |                 |
| End User training (Tyler-led)                                                           |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | I                       | C                             | C                | C         |                 |
| Train-the-trainer                                                                       |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | I                       | C                             |                  |           |                 |
| End User training (City-led)                                                            |                   |                        | C               | C                         |              |                       |                    |                 |                   |                    | A               | R                | I                       | C                             | C                | C         |                 |

|        |                                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------|------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Inputs | Training Plan                                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|        | List of End Users and their Roles / Job Duties |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|        | Configured Tyler System                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|                        |                                             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------|---------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Outputs / Deliverables | Acceptance Criteria [only] for Deliverables |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                        | City signoff that training was delivered    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

## Work package assumptions:



- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

#### 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

##### **Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

##### **Production Readiness stage acceptance criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

### 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

#### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

##### **Objectives:**

- Execute day to day processing in Tyler software.



- City data available in Production environment.

| STAGE 5                                                                                 | Go-Live           |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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| Provide final source data extract, if applicable                                        |                   |                        | C               |                           | C            |                       |                    |                 |                   |                    | A               |                  |                         |                               |                  |           | R               |
| Final source data pushed into production environment, if applicable                     |                   |                        | A               | C                         | R            |                       |                    |                 |                   |                    | I               | C                |                         | C                             |                  |           | C               |
| Proof final converted data, if applicable                                               |                   |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Complete Go-Live activities as defined in the Go-Live action plan                       |                   |                        | C               | C                         | C            |                       |                    |                 |                   | A                  | R               | C                | I                       | C                             |                  |           |                 |
| Provide Go-Live assistance                                                              |                   |                        | A               | R                         | C            | C                     |                    | I               |                   |                    | C               | C                | I                       | C                             |                  | I         | C               |

|        |                                       |
|--------|---------------------------------------|
| Inputs | Comprehensive Action Plan for Go-Live |
|        | Final source data (if applicable)     |

|                        |                                             |                                                           |
|------------------------|---------------------------------------------|-----------------------------------------------------------|
| Outputs / Deliverables |                                             | Acceptance Criteria [only] for Deliverables               |
|                        | Data is available in production environment | City confirms data is available in production environment |

#### Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.



## 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

### Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

| STAGE 5                                                                                 | Transition to Client Services |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                         |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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| Transfer City to Client Services and review issue reporting and resolution processes    | I                             | I                      | A               | I                         | I            |                       |                    | R               | I                 | I                  | C               | C                |                         | C                             |                  |           |                 |
| Review long term maintenance and continuous improvement                                 |                               |                        | A               |                           |              |                       |                    | R               |                   |                    | C               | C                |                         | C                             |                  |           |                 |

|        |                       |
|--------|-----------------------|
| Inputs | Open item/issues List |
|--------|-----------------------|

|                        |                                  |                                             |
|------------------------|----------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                  | Acceptance Criteria [only] for Deliverables |
|                        | Client Services Support Document |                                             |

### Work package assumptions:

- No material project issues remain without assignment and plan.

## 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

### Objectives:



- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

| STAGE 5                                                                                 | Post Go-Live Activities |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                   |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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| Schedule contracted activities that are planned for delivery after go-live              |                         | A                      | R               | C                         | C            | C                     | C                  | I               |                   |                    | C               | C                | I                       | C                             |                  |           | C               |
| Determine resolution plan in preparation for phase or project close out                 |                         | A                      | R               | C                         | C            | C                     |                    | I               |                   |                    | C               | C                | I                       | C                             |                  |           |                 |

|        |                                 |
|--------|---------------------------------|
| Inputs | List of post Go-Live activities |
|--------|---------------------------------|

|                        |                    |                                             |
|------------------------|--------------------|---------------------------------------------|
| Outputs / Deliverables |                    | Acceptance Criteria [only] for Deliverables |
|                        | Updated issues log |                                             |

#### Work package assumptions:

- System is being used in a live production state.

#### 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

#### Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.



## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

#### Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

| STAGE 6                                                                                 | Phase Close Out   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Reconcile project budget and status of contract Deliverables                            | I                 | A                      | R               |                           |              |                       |                    |                 | I                 | I                  | C               |                  |                         |                               |                  |           |                 |
| Hold post phase review meeting                                                          |                   | A                      | R               | C                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                             |                  |           | C               |
| Release phase-dependent Tyler project resources                                         | A                 | R                      | I               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                               |                  |           |                 |

| Participants | Tyler                                                       | City                                           |
|--------------|-------------------------------------------------------------|------------------------------------------------|
|              | Project Leadership                                          | Project Manager                                |
|              | Project Manager                                             | Project Sponsor(s)                             |
|              | Implementation Consultants                                  | Functional Leads, Power Users, Technical Leads |
|              | Technical Consultants (Conversion, Deployment, Development) |                                                |
|              | Client Services                                             |                                                |

| Inputs | Contract          |
|--------|-------------------|
|        | Statement of Work |
|        | Project artifacts |



|                        |                                           |                                             |
|------------------------|-------------------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                           | Acceptance Criteria [only] for Deliverables |
|                        | Final action plan (for outstanding items) |                                             |
|                        | Reconciliation Report                     |                                             |
|                        | Post Phase Review                         |                                             |

#### Work package assumptions:

- Tyler deliverables for the phase have been completed.

### 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

#### Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

| STAGE 6                                                                                 | Project Close Out |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Conduct post project review                                                             |                   | A                      | R               | C                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                             |                  |           | C               |
| Deliver post project report to City and Tyler leadership                                | I                 | A                      | R               |                           |              |                       |                    |                 | I                 | I                  | C               |                  |                         |                               |                  |           |                 |
| Release Tyler project resources                                                         | A                 | R                      | I               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                               |                  |           |                 |

|        |                   |
|--------|-------------------|
| Inputs | Contract          |
|        | Statement of Work |

|                        |  |                                             |
|------------------------|--|---------------------------------------------|
| Outputs / Deliverables |  | Acceptance Criteria [only] for Deliverables |
|------------------------|--|---------------------------------------------|



|  |                     |                                                                                                          |
|--|---------------------|----------------------------------------------------------------------------------------------------------|
|  | Post Project Report | City acceptance; Completed report indicating all project Deliverables and milestones have been completed |
|--|---------------------|----------------------------------------------------------------------------------------------------------|

#### Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.



- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

## 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

## 7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.



## 8. Glossary

| Word or Term                                   | Definition                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Acceptance</b>                              | Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.                                                                                                                                                                                                                                                |
| <b>Accountable</b>                             | The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]                                                                                                                                                  |
| <b>Application</b>                             | A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.                                                                                                                                                                                                                     |
| <b>Application Programming Interface (API)</b> | A defined set of tools/methods to pass data to and received data from Tyler software products                                                                                                                                                                                                                                                  |
| <b>Agreement</b>                               | This executed legal contract that defines the products and services to be implemented or performed.                                                                                                                                                                                                                                            |
| <b>Business Process</b>                        | The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.                                                                                                                                                                                                                       |
| <b>Business Requirements Document</b>          | A specification document used to describe Client requirements for contracted software modifications.                                                                                                                                                                                                                                           |
| <b>Change Request</b>                          | A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.                                                                                                                                                            |
| <b>Change Management</b>                       | Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes                                                                                                                                                                                                          |
| <b>Code Mapping [where applicable]</b>         | An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue]. |
| <b>Consulted</b>                               | Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]                                                                                                                                                                                                               |
| <b>Control Point</b>                           | This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.                                                                                                                                                    |
| <b>Data Mapping [where applicable]</b>         | The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.                                                                          |
| <b>Deliverable</b>                             | A verifiable document or service produced as part of the Project, as defined in the work packages.                                                                                                                                                                                                                                             |
| <b>Go-Live</b>                                 | The point in time when the Client is using the Tyler software to conduct daily operations in Production.                                                                                                                                                                                                                                       |
| <b>Informed</b>                                | Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]                                                                                                                                                                             |



|                              |                                                                                                                                                                                                                                                                                                                               |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Infrastructure</b>        | The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.                                                                                                                                                                                           |
| <b>Interface</b>             | A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.                |
| <b>Integration</b>           | A standard exchange or sharing of common data within the Tyler system or between Tyler applications                                                                                                                                                                                                                           |
| <b>Legacy System</b>         | The software from which a client is converting.                                                                                                                                                                                                                                                                               |
| <b>Modification</b>          | Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.                                                                                                                                                         |
| <b>On-site</b>               | Indicates the work location is at one or more of the client's physical office or work environments.                                                                                                                                                                                                                           |
| <b>Organizational Change</b> | The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.                                                                                                                                                            |
| <b>Output</b>                | A product, result or service generated by a process.                                                                                                                                                                                                                                                                          |
| <b>Peripheral devices</b>    | An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.                                                                                                                                                                                                |
| <b>Phase</b>                 | A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned. |
| <b>Project</b>               | The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.                                                                                                                                                                                     |
| <b>RACI</b>                  | A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).                                  |
| <b>Remote</b>                | Indicates the work location is at one or more of Tyler's physical offices or work environments.                                                                                                                                                                                                                               |
| <b>Responsible</b>           | Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]                                                                                                                                                                                                                 |
| <b>Scope</b>                 | Products and services that are included in the Agreement.                                                                                                                                                                                                                                                                     |



|                                       |                                                                                                                                                                    |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Solution</b>                       | The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies. |
| <b>Stage</b>                          | The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.                                                                  |
| <b>Standard</b>                       | Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.                                               |
| <b>Statement of Work (SOW)</b>        | Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.                                   |
| <b>System</b>                         | The collective group of software and hardware that is used by the organization to conduct business.                                                                |
| <b>Test Scripts</b>                   | The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.                |
| <b>Training Plan</b>                  | Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.                      |
| <b>Validation (or to validate)</b>    | The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.                                             |
| <b>Work Breakdown Structure (WBS)</b> | A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.                                                          |
| <b>Work Package</b>                   | A group of related tasks within a project.                                                                                                                         |



# Part 4: Appendices

## 9. Conversion

### 9.1 Tax-Wise Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies Tax-Wise Suite. Items not listed below are generally assumed to not be eligible for electronic data conversion with Tax-Wise.

#### 9.1.1 Tax Assessment Data

Eligible Conversion Items Include. Data can be provided for all tax years available.

- Parcel Summary Data
- Status
- Tax Type (Real Estate, Mobile Home, etc.)
- Taxing Jurisdictions
- Bank Code (if applicable)
- Bankrupt Status
- Redacted parcels
- Data Notes
- Parcel Ownership Information
- Name
- Name Type
- Address (Up to 3 lines)
- City, State, Zip
- Identify who the bill is mailed to
- Ownership %
- Veteran Credit Applies?
- Veteran Credit %
- Homestead Credit Applies?
- Homestead Credit Income?
- Legal description of property
- Property Address
- Section / Township / Range / Lot / Block / Sub Division
- GEO Pin#
- Legal Description (Unlimited)
- Mobile Home Info
  - Year / Make / Model / Title No. / Park / Space
- Condo Info
  - Building / Unit #
- Special Charge Information
- Code



- Description
- Charge Amount
- Value Amounts
- Assessment Code (Ag Land / Residential Improvements, etc.)
- Market / True & Full Value
- Assessed Value
- Taxable Value

\*\*This is a list of what is possible to convert; the City is responsible for notifying Tyler of which pieces of data they have in their system to be converted. Data can be provided for all tax years available.

### 9.1.2 Mobile Home Depreciation Data

Eligible Conversion Items Include. Data can be provided for all tax years available.

- Grade Table
- % Good Factor Table
- Length
- Width
- Identify as Single Wide or Double Wide
- Shed(s) Sq footage
- Patios(s) Sq footage
- Addition(s) Sq footage

\*\*This is a list of what is possible to convert; the City is responsible for notifying Tyler of which pieces of data they have in their system to be converted. Data can be provided for all tax years available.

### 9.1.3 Tax Billing Data

Eligible Conversion Items Include. Data can be provided for all tax years available.

- Levy Tables (mill amounts)
- Tax Billing Records
- Tax Payment Records
- Protested Records

\*\*This is a list of what is possible to convert; the City is responsible for notifying Tyler of which pieces of data they have in their system to be converted. Data can be provided for all tax years available.



## 10. Scope of Customization and Work

1. Ensure that the Orion complete and partial download files will work for the city. At the moment, I believe it will fail because the county# in the file must match the county# in Tax-Wise, which it would not. Might need to add a new field in TA/os to signify that this is a city in county 3. I'm not sure how I will do this at the moment.

I pull ORION records that are identified in the Property table record Levy\_CoutnyNameForDist.

```
dbo.Property.Levy_CountyNameForDist IN ('2', '23', '52', '23T5', '2T3A', '2T4', '2T5', '2U', '3C', '8C')
```

- a. The idea is that they would roll their tax year from 2023 to 2024, then when the county receives their Orion complete download, they could also receive a copy of it either from the county or just from MT DOR.
  - b. We would probably want to add a field to the levy district table that marks a levy district as one that the city is interested in receiving information for. They don't really need anything outside the city. *We do have a handful of properties that are outside of city limits but are included in a light district.*
  - c. The acre amounts from Orion will probably need to be converted to square feet in the import. *You can bring in acres if you want, but we will want to import what we have as square footage on a property from our current database. We will then maintain this manually.*
2. Ensure that the database dump and load procedure will work for the city if that is the route they wish to go. Utilizing the process in #1 would be far better and faster, which would allow them to run it more often, giving them much more current data. *Option 1 is preferred.*
    - a. When this is imported into the city, utilize the field we created in ta/ftl in 1. b. above to determine whether the city is accepting this data or not.
    - b. I believe this is how Great Falls gets their data and they only do it once a year, early in September after the values have been certified. *We would need this more frequently. We need the ability to send SID notices out to current owners. Could do this monthly or quarterly.*
  3. Their light districts and park districts appear to me that we can calculate those with no changes, just setup a rule to calculate the amount.
    - a. The light districts are a Rate \* Qty, so the rule just needs to be able to get the quantity if it has changed. *Qty = Square Footage*
    - b. The park districts are a Mill \* Taxable, so just a rule. It was mentioned that these are likely sunseting in 2024. *PD01 (park district) is a rate \* taxable. PMDs are separate from the park district. They are calculated by sqft (or by lot) \* rate.*
  4. The street maintenance districts are going to take a little work.
    - a. Create the ability in the class code table to mark a class code as residential, commercial, or governmental. Field exists (subtype) and is in use in ND and WY. Make available to MT (maybe City of Billings only?), or for county#'s greater than 56?
    - b. Create a rule that allows the use of the subtype field for calculating amounts.
    - c. *Street Maintenance 2 assessment codes can change from year to year based on the Property type (res/com/gov) and whether it is vacant or not. This information is pulled from ORION data. They are capped at a maximum assessment.*



Current Street Maintenance 2 codes:

QSC2 = Commercial Development

QSGC = Governmental Developed Cap

QSRC = Residential Developed Cap

QSRG = Res/Gov Developed

QSVC = Vacant Commercial Cap

QSVR = Vacant Res/Gov Cap

QSV2 = Vacant

We could potentially pull the Res/Com/Gov code and Vacant code into a spreadsheet and filter to get the right code and import the code into the system.

Current Street Maintenance 1 code is QST1. We currently have each parcel that lives in Street Maintenance 1 identified and manually maintain this.

These codes go across to the county as BS#1 and BS#2. We can decide whether to bring it across as a more generic code or the more detailed code.

Property owners that are in St Mt 1 get both a St Mt 1 and St Mt 2 assessment.

This information is from the resolution on how Street Maintenance assessments are calculated.



## 11. Project Timeline

### 11.1 ERP Pro TaxWise Timeline



| ID | Task Name                                     | M-1 | M1 | M2 | M3 | M4 | M5 | M6 | M7 | M8 | M9 | M10 | M11 | M12 | M13 | M14 | M15 | M16 |
|----|-----------------------------------------------|-----|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|
|    | Sample Implementation Timeline                |     |    |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |
|    | Stage 1: Initiate and Plan (All applications) |     |    |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |
|    | Stage 2: Assess & Define                      |     |    |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |
|    | Stage 3: Prepare Solution                     |     |    |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |
|    | Stage 4: Production Readiness                 |     |    |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |
|    | Stage 5: Production                           |     |    |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |
|    | Stage 6: Close                                |     |    |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |
|    | Project Complete                              |     |    |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |

example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



**City Council Regular**

**Date:** 03/27/2023  
**Title:** Purchase of Neptune Meter Equipment  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review** Not Applicable

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**RECOMMENDATION**

Staff recommends that City Council approve the purchase of eight meter interface units from Northwest Pipe Fittings in the amount of \$105,544.32.

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

The City of Billings Public Works Department currently has an AMR/AMI (Automatic Meter Reading/Advanced Metering Infrastructure) system in place through Neptune Technology Group, Inc. A propagation study was recently performed on the current system which identified coverage gaps and weak signal strengths in several meter interface units around Billings. These units are a critical part of the Neptune AMI/AMR system and work by transmitting meter reading data over a single radio frequency. Gaps in coverage and weak signals result in inefficiencies including the need for personnel to obtain manual meter readings and lack of timely leak detection. These meter interface units are proprietary to the Neptune AMI/AMR system. In order to change the brand of meters, it would require a multi-million dollar investment in new hardware including, meters, telemetry and computer collection devices.

Northwest Pipe Fittings, Inc. is the only authorized Neptune distributor for the market area, including Billings, for sales, service and warranty of Neptune products and systems.

**ALTERNATIVES**

City Council may:

- Approve the purchase of the Neptune meter interface units from Northwest Pipe Fittings, Inc., or;
- Not approve this purchase which will result in increased staff time in obtaining manual meter readings.

**FISCAL EFFECTS**

These units were budgeted in FY23 using water funds. There is sufficient budget for this purchase.

---

**City Council Regular**

**Date:** 03/27/2023  
**Title:** Purchase of Two (2) Refuse Trucks  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review** Not Applicable

---

**RECOMMENDATION**

Staff recommends purchasing two (2) automated side loader refuse trucks from Solid Waste Systems in the amount of \$876,000.

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

In the fall of 2021, City Council awarded a contract for two side-load and one front-load garbage trucks to Billings Peterbilt. Due to supply chain issues and price increases, the contract for these three trucks was mutually canceled in the fall of 2022 as Billings Peterbilt could not deliver the trucks. Staff is recommending procurement of two of these trucks using the cooperative purchasing agreement (Sourcewell) as the pricing is similar to competitive bid pricing. The purchase of the other truck was approved at the March 13, 2023 Council meeting. The new trucks are replacing existing units in the fleet and the older units will be retained to be used as spare trucks.

**ALTERNATIVES**

City Council may:

- Approve this purchase from Solid Waste Systems for \$876,000 or,
- Not approve the purchase. If the purchase is not approved, repair costs and equipment downtime will continue to increase.

**FISCAL EFFECTS**

The purchase of these trucks was budgeted in the FY22 budget. However, the price per truck is approximately \$80,000 higher than originally budgeted. The funds for this purchase are available in the solid waste budget from the previous contract that was canceled and from other equipment deferrals.

---

## City Council Regular

**Date:** 03/27/2023  
**Title:** Jerry Metcalf Foundation Grant Application to Provide Local Match for the Mobilize the MAGIC City Project  
**Presented by:** Elyse Monat  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review** Not Applicable

---

### RECOMMENDATION

Staff recommends City Council approve submitting a grant application to the Jerry Metcalf Foundation, to secure a portion of the required match for the Our Town Grant from the National Endowment for the Arts, and approve accepting the grant funds if awarded.

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

In 2022, the City of Billings was awarded a \$50,000 Our Town grant from the National Endowment for the Arts. The Our Town grant is funding the City's Mobilize the MAGIC City project which will work with an artist for a year to develop a formal process to involve art and artists in everyday civic life. Local artist, Terri Porta, was selected as the Artist-In-Residence for this project. Ms. Porta, along with project leaders and volunteers, will engage the public to develop two creative placemaking hubs along Billings' first neighborhood bikeway, document the successful processes in a Placemaking Playbook, and conduct a Public Arts Committee Feasibility Study.

The grant from the National Endowment for the Arts requires a dollar-for-dollar match. While part of the match will be provided as an in-kind match, the Mobilize the MAGIC City project leadership team has set a goal of raising \$20,000 to match the grant. Funds raised will help expand and enhance creative placemaking hubs along Billings' first neighborhood bikeway.

To help fund this match, City staff will submit a grant application to the Jerry Metcalf Foundation (JMF) for up to \$10,000. According to its website, "the JMF is a private, non-profit organization that has been supporting...work in Montana with small grant awards..." The JMF has four areas of funding focus including two that relate to the Mobilize the MAGIC City project: "the visual, performing, and literary arts" and "education and community health." Applications for the 2023 funding cycle are due on April 7, 2023 and the board plans to announce grant awards on May 15, 2023.

### ALTERNATIVES

City Council may:

- Approve the submittal of the grant application to the Jerry Metcalf Foundation and approve acceptance of grant funds if awarded; or
- Not Approve the submittal of the grant application to the Jerry Metcalf Foundation.

There is no disadvantage to submitting this grant application. If the application is not funded, City staff will investigate other ways to fund the required local match for the National Endowment for the Arts grant.

### FISCAL EFFECTS

If Council approves the submittal of the grant application to the Jerry Metcalf Foundation and funds are awarded, the grant will provide up to \$10,000 in support of the Mobilize the MAGIC City project.

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## City Council Regular

**Date:** 03/27/2023  
**Title:** Stagecoach Trail TAP Grant Application request to submit  
**Presented by:** Pigg Michael, Superintendent  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review** No

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### RECOMMENDATION

The Parks and Recreation Department recommends approval of the Transportation Alternatives Program (TAP) grant application to fund the construction of the Stagecoach trail.

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

The Stagecoach trail is a connecting trail from Rimrock Road to Skyline trail along HWY3. This trail is vital for the completion of the Marathon Loop and a connecting point from the Rims to trails below. The TAP grant will provide the 87% funding to construct the trail.

### ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

### FISCAL EFFECTS

By approving the submittal of the application there are no fiscal affects, but if the grant is awarded to the Parks and Recreation Department the trail will be funded to 87%. The City will be required to fund the matching 13% portion (approximately \$800,000).

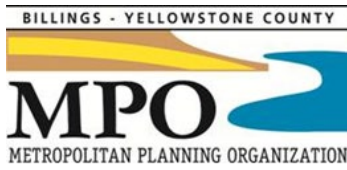
### SUMMARY

The Parks and Recreation Department recommends the approval of the application for the TAP grant. This grant is a great opportunity to receive the majority of the funding necessary to construct the Stagecoach trail.

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### Attachments

Stagecoach Trail Application  
Application Instructions  
Trail Map  
Trail Slope  
Trail Budget



Billings Metropolitan Planning Organization (MPO)  
Transportation Alternatives (TA) Program  
*2023 Project Application*

**Applications are due April 12, 2023 by 5:00 p.m.**

Review the **instructions** prior to filling out this application for a Capital Improvement Project.  
Fill in all the sections and do not leave any blank.

**1. Project Name:**

**2. Project Sponsor:**

**3. Project Contact:**

**4. Project Cost Estimate**

|                                                         | Total Cost | Federal Share<br>(TA) | Match | Additional<br>Contribution |
|---------------------------------------------------------|------------|-----------------------|-------|----------------------------|
| Preliminary<br>Engineering (PE)                         |            |                       |       |                            |
| Construction (CN)                                       |            |                       |       |                            |
| Construction<br>Engineering (CE)                        |            |                       |       |                            |
| Right-of-Way (RW)                                       |            |                       |       |                            |
| Incidental<br>Construction (Utility<br>involvement)(IC) |            |                       |       |                            |
| Total                                                   |            |                       |       |                            |

As a reminder, the cost split between Federal Share TA and Matching funds is 86.58% Federal Share TA and 13.42% Match

**5. Description of Project (10 points):**

**6. Project Eligibility:**

**7. Project Benefits (45 points):**

**a. Safety**

**b. Accessibility**

**c. Connectivity**

**8. Project Risk Analysis (45 points):**

**a. Budget**

**b. Matching Funds**

**c. Project Ownership and Maintenance**

**d. Project Right-of-Way and Railroad**

**e. Project Utility Impacts**

**9. Appendix (add attachments):**

- Figure 1 - Stagecoach Trail map
- Figure 2 - Stagecoach Trail slope
- Figure 3 - HDR Preliminary Estimate



**Billings Metropolitan Planning Organization (MPO)  
Transportation Alternatives (TA) Program  
2023 Instructions**

**Instructions:**

Completed applications must be received by: **Wednesday, April 12, 2023 – 5:00 pm**

MPO contact for questions: Lora Mattox, TA Coordinator  
406-247-8622  
[mattoxl@billingsmt.gov](mailto:mattoxl@billingsmt.gov)

Applications must be submitted on the PDF application form provided on the MPO TA Program website <https://billingsmt.gov/3095/Transportation-Alternatives-Program> .

Submit one (1) electronic version of the application to: [mattoxl@billingsmt.gov](mailto:mattoxl@billingsmt.gov). Hard copy applications will not be accepted.

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The MPO reserves the right to remove a project from further consideration should any of the following occur during the scoring process:

- The project receives a score of less than 20 in either “Project Benefits” or “Project Risk Analysis” sections;
- A fatal flaw is identified. For example: incomplete applications, no project sponsor, project not identified in locally adopted plan or study, lack of maintenance plan, substantial right-of-way, utility or environmental impact, etc.

**Application must be submitted on the PDF application form provided on the MPO TA website.**

**Below are the instructions for completing TA Applications.**

**1. Project Name**

Provide the name of the project as it is locally known.

**2. Local Entity Sponsor (Project Sponsor)**

Provide the name of the local entity that is nominating the project as the Project Sponsor (i.e. City, County, Tribal Government, etc.).

**3. Project Contact (name, title, address, phone number(s), email)**

Provide the name, title, address, phone number, and email address of the main point of contact for the Project Sponsor. Please note that the project contact must be an employee or elected official representing the Project Sponsor.

**4. Estimated Total Project Cost**

Fill out the cost estimate table in the application. Be sure to double check that the numbers add up in each of the rows and columns. Project cost does not affect the scoring of the application, but it is used to determine fundability and compliance with funding distribution. The minimum total cost of the TA project must be at least \$250,000. The TA fund will provide up to 86.58% of the total project cost. A local match of at least 13.42% of the total project cost is required. The estimated cost should be as accurate as possible, be developed using industry-accepted project estimating techniques and broken down as follows:

**a. Construction (CN)** – this is the cost to construct or build the project.

**b. Preliminary Engineering (PE)** – this is the cost to design the project and either the local entities or MDT's management of the project. PE costs at 35% of Construction has been the average of TA projects and is a good starting point for estimating.

**c. Construction Engineering (CE)** – this is the cost to inspect and administer the projects while it is being constructed. CE costs at 25% of Construction has been the average of TA projects and is a good starting point for estimating.

**d. Right-of-Way (RW)** – cost to purchase construction permits, easements, and right-of-way (if applicable).

**e. Utility Costs (IC)** – cost to relocated utilities (if applicable).

**f. Total** – total of the above sections.

Example of the methodology used to fill out the cost estimate table:

The MPO recommends starting by estimating the construction cost. This is the estimated construction contract award amount (bid amount) submitted by a contractor (once the project is ready to bid). It is recommended that applicants work with an engineer who has experience in estimating construction cost for the type of project being applied for. **The more detailed and accurate the cost breakdown estimate is, the better.** Detailed breakdown of the cost estimate for construction can be attached to the application in the Appendix section.

Below is an example on filling out the cost estimate table to include construction cost estimate, MDT's required indirect cost rate (IDC), contingency, inflation, and local match. For example, the estimated construction cost of a project is \$400,000, this is the amount that would be paid to the contractor to complete construction. It is advised to add a minimum of a 30% contingency.  $\$400,000 \times 1.30$  (30% contingency) = \$520,000. Adding an inflation amount of 4% per year from time of application to anticipated construction can also be added. Then we need to account for the MDT IDC which is currently 10.71%. So, we take the  $\$520,000 \times 1.1071$  (IDC rate) = \$575,692. An extra (optional) step at this point would be to round up to an even number which effectively will add in extra contingency. So, we will round this up to \$600,000.

As described above, to calculate Preliminary and Construction Engineering (PE/CE), a good starting point for PE cost has been 35% of Construction and CE on average has been 25% of Construction. To calculate the PE amount, multiply \$600,000 by 0.35 (35% for PE) = \$210,000. To calculate the CE amount, multiply \$600,000 by 0.25 (25% for CE) = \$150,000.

Assuming no RW or IC phases, the last step is to distribute the costs between the TA and local match columns. The TA amount is the Federal Share which is 86.58% of the total cost and the local match is 13.42% of the total cost. To determine the cost split, start by taking the total costs for each phase and multiplying by 0.8658 (86.58%) and then filling in the TA column. Then take the total costs and multiply by 0.1342 (13.42%) to fill in the match column. Round to the nearest dollar. Continue this for each phase of the project and complete the table.

If the sponsoring entity wishes to pay additional funding above the required match, place this amount in the Additional Contribution column.

**5. Project Description (10 points)**

Describe the overall project. What is being proposed? Why is the project being proposed? How does this project fill a local need? Where is the project located? Maps and photos can be attached and included in the Appendix. Provide as much detail as possible, for example, if a shared-use path is being proposed, include surfacing type, width, slope information, drainage issues, whether curb and gutter is proposed, if pathway is adjacent to a

roadway, if so, what is the clearance/distance from the road. Describe if the project will impact driveways, parking lots, roadway ditches, etc.

## **6. Project Eligibility**

Describe how the project is eligible under TA and cite the eligible category. Eligible categories include:

- a.** Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, and transportation projects that achieve compliance with the Americans with Disabilities Act of 1990.
- b.** Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- c.** Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users.
- d.** Construction of turnouts, overlooks, and viewing areas in conjunction with nonmotorized facilities.
- e.** Historic preservation and rehabilitation of historic transportation facilities.
- f.** Safe Routes to School Projects. Projects must be identified in a locally adopted Safe Routes to School Plan.
- g.** Pavement preservation projects of facilities previously funded through the Community Transportation Enhancement or Transportation Alternatives Program.

In addition, discuss the project's consistency with local transportation plans or other locally adopted community plans or studies.

## **7. Project Benefits (45 points)**

Emphasis should be added to the following sections:

- a. Safety:** Describe how the project improves public safety and how it addresses existing safety concerns. What are the safety benefits of the project?

**b. Accessibility:** Describe how the project improves the accessibility of the transportation system for all users and meets requirement of the Americans with Disabilities Act (ADA).

**Connectivity:** Discuss how the project will improve or create linkages/connectivity to bicycle and pedestrian facilities. Include discussions on the proximity to the existing transportation system and how the termini, or ends of the project, are logical and fit within the local system.

## **8. Risk Analysis (45 points)**

This section should represent the Sponsor's understanding of the risks associated with the project, as well as how these risks will be mitigated.

**a. Budget:** Describe how the construction budget was developed. A thorough and accurate budget is critical to the application and will be scored accordingly. A detailed construction cost estimate can be attached in the Appendix.

**b. Matching Funds:** A match by the local entity is required for local TA projects. No soft or in-kind matches are permitted; cash match only. The local match is 13.42%. In addition, MDT is required to collect indirect costs associated with project development in the amount of 10.71%. Please take these into account when developing the project budget.

State whether or not local matching funds are already in-hand and committed.

**c. Project Ownership and Maintenance:** The local sponsor is responsible for project maintenance, including projects located within MDT right-of-way. Describe who will be responsible for operation and maintenance of the completed project. What is the plan to ensure maintenance is performed in a timely and adequate manner? Maintenance may include sweeping, snow removal, crack sealing on asphalt surfacing, and other activities necessary for public use and safety. Does the local project sponsor have the equipment, personnel, and maintenance budget necessary accomplish this additional maintenance?

**d. Project Right-of-Way and Railroad:** Describe the status of right-of-way for the project. Discuss whether the right-of-way is secured and free of conflicts. Are there challenging elements within the right-of-way? Extreme cut, fill or narrow slopes. Additionally, does the project have railroad involvement? Does the project either cross or parallel a railroad corridor? Describe the communication and outreach done with the railroad company. Are they agreeable to the

project? Are easements needed and/or secured from the railroad to facilitate the project?

**e. Project Utility Impacts:** Describe any utility impacts related to the project and the means and methods used to determine the utilities status. Describe if necessary, the utilities that are impacted, what contact was made with the utility owner, discuss the plan for dealing with known and unknown utilities.

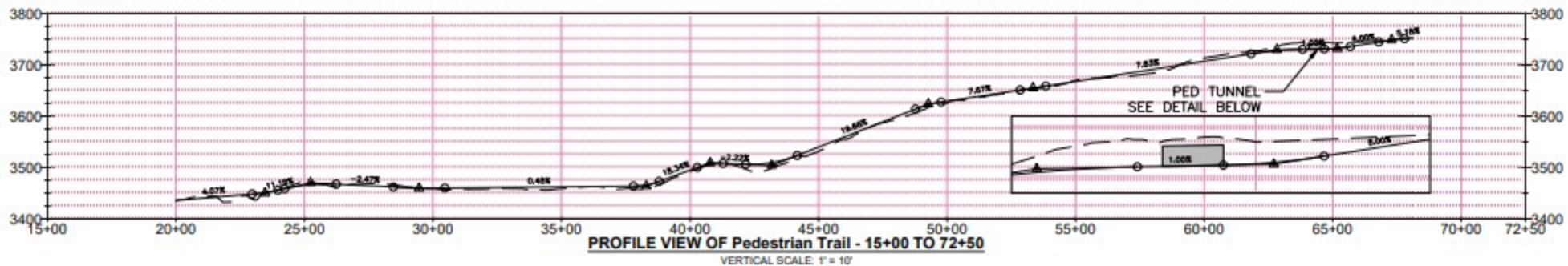
## **9. Appendix**

Please limit attachments to only those necessary and relevant. Do not attach plans, links to the plan is acceptable. Relevant items to include in the Appendix: project location maps, on-site photos, drawing/sketches of proposed project (can include cross sections if available), plats or plan that demonstrated project right-of-way/easement widths, detailed cost estimates for construction and other phases and letters of support.

## **10. Finalize the Application**

Please print the application, sign and date and combine application with all attachments and submit via email to Lora Mattox, TA Coordinator at [mattoxl@billingsmt.gov](mailto:mattoxl@billingsmt.gov).





BID PRICES  
June 2016Preliminary Estimate

Project Number: MT 1001(6)  
 Project Name: Pedestrian Trail Alternative 3  
 UPN Number: 6040003  
 Project Length: 0.86 Miles  
 Design Stage: (PFR)-Preliminary Field Review

Prepared By: HDR Engineering  
 Date: December 6, 2016  
 County: YELLOWSTONE COUNTY  
 District: Billings  
 Type of Work: Pedestrian Trail w/ Retaining Wall Max. Ht. of 25'

| Item Number | Quantity | Description                                    | Unit | G-Match | Average Bid Prices |                       | Adjusted Unit Prices |                       |
|-------------|----------|------------------------------------------------|------|---------|--------------------|-----------------------|----------------------|-----------------------|
|             |          |                                                |      |         | Unit Price         | Amount                | Unit Price           | Amount                |
|             |          |                                                |      |         | Dollars            | Dollars               | Dollars              | Dollars               |
| 203020100   | 7300     | EXCAVATION-UNCLASSIFIED                        | CUYD | N       | \$3.98             | \$29,054.00           | \$25.00              | \$182,500.00          |
| 203020200   | 58000    | EXCAVATION-UNCLASS BORROW                      | CUYD | N       | \$6.73             | \$390,340.00          |                      | \$390,340.00          |
| 301020340   | 2700     | CRUSHED AGGREGATE COURSE                       | CUYD | N       | \$26.31            | \$71,037.00           |                      | \$71,037.00           |
| 301020625   | 5300     | AGGREGATE TREATMENT                            | SQYD | N       | \$0.44             | \$2,332.00            |                      | \$2,332.00            |
| 401020021   | 620      | COMMERCIAL MIX-PG 70-28                        | TON  | N       | \$70.45            | \$43,679.00           |                      | \$43,679.00           |
| 401020300   | 10       | HYDRATED LIME                                  | TON  | N       | \$213.85           | \$2,139.00            |                      | \$2,139.00            |
| 605000020   | 0        | BARRIER RAIL-CAST IN PLACE                     | LNFT | Y       |                    | \$0.00                | \$110.00             | \$0.00                |
| 614010009   | 850      | RETAINING WALL                                 | SQYD | N       | \$506.67           | \$430,670.00          | \$1,500.00           | \$1,275,000.00        |
|             |          |                                                |      |         |                    | \$969,251.00          |                      | \$1,967,027.00        |
|             | 10%      | Mobilization                                   |      |         |                    | \$96,925.10           |                      | \$196,702.70          |
|             |          | Subtotal                                       |      |         |                    | \$1,066,176.10        |                      | \$2,163,729.70        |
|             | 25%      | Contingency                                    |      |         |                    | \$266,544.03          |                      | \$540,932.43          |
|             |          | <b>Construction Total</b>                      |      |         |                    | <b>\$1,332,720.13</b> |                      | <b>\$2,704,662.13</b> |
|             | 10%      | Construction Engineering                       |      |         |                    |                       |                      | \$270,466.21          |
|             |          | <b>Total</b>                                   |      |         |                    |                       |                      | <b>\$2,975,128.34</b> |
|             | 10.97%   | Indirect Cost (IDC)-Construction               |      |         |                    |                       |                      | \$296,701.44          |
|             |          | <b>Total Construction w/IDC</b>                |      |         |                    |                       |                      | <b>\$3,001,363.56</b> |
|             | 10.97%   | Indirect Cost (IDC) - Construction Engineering |      |         |                    |                       |                      | \$29,670.14           |
|             |          | <b>Total Construction Engineering w/IDC</b>    |      |         |                    |                       |                      | <b>\$300,136.36</b>   |
|             |          | <b>Total w/IDC</b>                             |      |         |                    |                       |                      | <b>\$3,301,499.92</b> |

|                                             |       |  |      |  |  |                |
|---------------------------------------------|-------|--|------|--|--|----------------|
| Project Length                              | Miles |  | 0.86 |  |  |                |
| Project Average Finish Top Width            | Feet  |  | 12.0 |  |  |                |
| Cost per Mile (Uses Construction Total)     |       |  |      |  |  | \$3,144,955.96 |
| Cost per Sq. Yard (Uses Construction Total) |       |  |      |  |  | \$446.73       |

**City Council Regular**

**Date:** 03/27/2023  
**Title:** Acceptance of Donation from Albertsons Companies in the Amount of \$5,000 for the Billings Police Department and Billings Fire Department.  
**Presented by:** Rich St. John, Police Chief  
**Department:** Police  
**Presentation:** No  
**Legal Review** Not Applicable

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**RECOMMENDATION**

Staff recommends that City Council accept the donation from Albertsons Companies Intermountain Division in the Amount of \$5,000.

**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. Albertsons wishes to donate \$2,500 to the Billings Police Department and \$2,500 to the Billings Fire Department to be used as needed.

**ALTERNATIVES**

City Council may:

- Approve the donation to the Billings Police Department and Billings Fire Department in the amount of \$2,500 each or;
- Disapprove the donation to the Billings Police Department and Billings Fire Department in the amount of \$2,500 each and provide further direction to staff.

**FISCAL EFFECTS**

There is no impact to the General Fund.

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**City Council Regular**

**Date:** 03/27/2023  
**Title:** \$1,500 DONATION FOR THE PURCHASE OF WILDLAND FIRE PPE  
**Presented by:** Pepper Valdez, Fire Chief  
**Department:** Fire  
**Presentation:** Yes  
**Legal Review** Not Applicable

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**RECOMMENDATION**

Staff recommendation is to accept the \$1,500 donation for the purchase of wildland firefighting PPE (personal protective equipment) from Kathy Mosdal O'Brien.

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

For the purchase of PPE to outfit one wildland firefighter.

**ALTERNATIVES**

City Council may Approve; or, Not Approve acceptance of the \$1,500.00 donation.

**FISCAL EFFECTS**

Acceptance of this donation will have no negative impact effect on the budget.

**SUMMARY**

Accept the \$1,500 donation for the purpose of outfitting one firefighter with wildland PPE (personal protective equipment).

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**City Council Regular**

**Date:** 03/27/2023  
**Title:** The Timbers Subdivision - Major Final Plat  
**Presented by:** Monica Plecker  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review** Not Applicable

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**RECOMMENDATION**

Staff recommends the City Council approve the final plat of The Timbers Subdivision.

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

On February 24, 2023, IMEG applied for final minor plat approval for The Timbers Subdivision. The proposed subdivision creates 83 lots for residential development. The subject property is generally south of Alkali Creek Road and west of Foothill Drive. The property is zoned Mixed Neighborhood 1, (NX1) and Suburban Neighborhood Residential (N3).

**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 The Timbers Subdivision. 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.

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**Attachments**

Final Plat  
Final SIA  
Conditions of Approval

PLAT OF  
THE TIMBERS SUBDIVISION

**SURVEY COMMISSIONED BY:** DAVID AND ALISON MITCHELL

**PREPARED BY:** IMEG CORP.

**DATE:** FEBRUARY, 2023

**RECORD OWNER:** ALKALI TIMBERS, LLC

**LEGAL DESCRIPTION AND CERTIFICATE OF DEDICATION**

WE DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED, SUBDIVIDED AND PLATTED INTO LOTS, ROADS, PARK LAND, ADDITIONAL RIGHT-OF-WAY AND EASEMENTS, BEING A PORTION OF TRACTS A AND B OF CERTIFICATE OF SURVEY 3795 DOCUMENT NUMBER 3985813, LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4), SOUTHEAST ONE-QUARTER (SE1/4), SOUTHWEST ONE-QUARTER (SW1/4) AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 26 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLYMOST CORNER OF TRACT A OF CERTIFICATE OF SURVEY NO. 3795 ON THE CENTERLINE OF ALKALI CREEK ROAD AND BEING A POINT ON A NON-TANGENT CURVE WITH A RADIAL BEARING OF S34°37'41"W, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY BOUNDARY OF SAID TRACT A: AN ARC DISTANCE OF 234.94 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, OF RADIUS 1400.00 FEET AND DELTA 9°36'55" TO A POINT ON A TANGENT LINE; THENCE ALONG SAID TANGENT LINE, N64°59'13"W, 748.64 FEET TO A TANGENT POINT OF CURVATURE; THENCE AN ARC DISTANCE OF 261.23 FEET ALONG SAID TANGENT CURVE TO THE RIGHT, OF RADIUS 1150.00 FEET AND DELTA 13°00'54" TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID EASTERLY BOUNDARY, S78°19'53"W, 505.03 FEET; THENCE S03°16'08"W, 164.11 FEET; THENCE S83°30'07"W, 40.12 FEET; THENCE N65°45'25"W, 128.76 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT HAVING A RADIAL BEARING OF N45°39'08"W; THENCE AN ARC DISTANCE OF 55.66 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, OF RADIUS 50.00 FEET AND DELTA 63°46'57" TO A POINT ON A NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE, S55°00'01"W, 200.00 FEET; THENCE N34°59'59"W, 141.40 FEET; THENCE S55°00'01"W, 272.10 FEET, THENCE S43°40'41"W, 292.79 FEET, MORE OR LESS, TO A POINT ON THE LINE COMMON TO TRACTS A AND B OF SAID CERTIFICATE OF SURVEY NO. 3795; THENCE ALONG SAID COMMON LINE, S47°52'34"W, 392.21 FEET; THENCE DEPARTING SAID COMMON LINE, S68°55'38"W, 90.76 FEET; THENCE S18°02'15"W, 200.07 FEET; THENCE S35°42'22"E, 98.92 FEET, MORE OR LESS, TO A CORNER COMMON TO SAID TRACTS A AND B; THENCE ALONG THE COMMON LINE OF SAID TRACTS A AND B, S53°01'08"E, 31.79 FEET; THENCE DEPARTING SAID COMMON LINE, S32°07'15"W, 369.88 FEET; THENCE N72°31'48"E, 185.49; THENCE N51°08'15"E, 168.60 FEET; THENCE N36°31'50"E, 263.57 FEET, MORE OR LESS, TO A POINT ON THE COMMON BOUNDARY LINE OF SAID TRACTS A AND B; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID COMMON LINE: N58°12'21"E, 451.31 FEET; THENCE N44°12'09"E, 204.37 FEET; THENCE DEPARTING SAID COMMON LINE, S07°30'20"E, 157.12 FEET; THENCE N89°30'34"E, 145.84 FEET, MORE OR LESS, TO A POINT ON THE COMMON BOUNDARY LINE OF SAID TRACTS A AND B; THENCE ALONG SAID COMMON BOUNDARY, S41°12'34"E, 143.81 FEET; THENCE DEPARTING SAID COMMON LINE, S34°47'53"E, 154.20; THENCE S48°16'04"W, 280.00 FEET; THENCE S41°43'56"E, 250.93 FEET; THENCE N48°16'04"E, 72.93 FEET; THENCE S41°43'56"E, 179.96 FEET; THENCE S88°11'34"E, 194.22 FEET, MORE OR LESS, TO A POINT ON THE COMMON BOUNDARY OF TRACTS B AND D OF SAID CERTIFICATE OF SURVEY NO. 3795; THENCE ALONG SAID COMMON BOUNDARY, N21°48'26"E, 373.20 FEET TO THE CORNER COMMON TO TRACTS A, B AND D OF SAID CERTIFICATE OF SURVEY NO. 3795; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE COMMON BOUNDARY LINE OF TRACTS A AND D: S84°55'52"E, 410.18 FEET; THENCE N53°25'53"E, 772.89 FEET; THENCE N34°15'15"E, 385.55 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING A TOTAL GROSS AREA OF 56.26 ACRES AND NET AREA OF 46.64 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

WE HEREBY GRANT UNTO EACH AND EVERY PERSON, FIRM, OR CORPORATION, WHETHER PUBLIC OR PRIVATE, PROVIDING OR OFFERING TO PROVIDE TELEPHONE, TELEGRAPH, ELECTRIC POWER, GAS, CABLE TELEVISION, WATER, OR SEWER SERVICE TO THE PUBLIC, THE RIGHT TO THE JOINT USE OF AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND REMOVAL OF THEIR LINES AND OTHER FACILITIES, IN, OVER, UNDER, AND ACROSS EACH AREA DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" TO HAVE AND TO HOLD FOREVER, AND;

THE LANDS INCLUDED IN ALL STREETS, AVENUES, LANES, PUBLIC EASEMENTS AND ADDITIONAL RIGHTS-OF-WAY AS SHOWN ON THE ANNEXED PLAT ARE HEREBY GRANTED AND DONATED TO THE USE OF THE PUBLIC FOREVER. FURTHER, PURSUANT TO SECTION 76-3-621, THE PARKLAND REQUIREMENT IS MET BY THE PRIVATE PARK AS INDICATED ON THE FACE OF THE PLAT OF THE TIMBERS SUBDIVISION.

FURTHER, BUYERS OF PROPERTY SHOULD ENSURE THAT THEY HAVE OBTAINED AND REVIEWED ALL SHEETS OF THE PLAT AND ALL DOCUMENTS RECORDED AND FILED IN CONJUNCTION WITH THE PLAT AND THAT BUYERS OF PROPERTY ARE STRONGLY ENCOURAGED TO CONTACT THE LOCAL PLANNING DEPARTMENT AND BECOME INFORMED OF ANY LIMITATIONS ON THE USE OF THE PROPERTY PRIOR TO CLOSING, AND

FURTHER, THAT THE ABOVE DESCRIBED LAND IS TO BE KNOWN AS THE TIMBERS SUBDIVISION, AND THAT THE PLAT CONFORMS TO THE PRELIMINARY PLAT PREVIOUSLY REVIEWED AND APPROVED BY THE GOVERNING BODY.

ALKALI TIMBERS, LLC.

SS \_\_\_\_\_  
ALISON MITCHELL, AUTHORIZED MEMBER OF ALKALI TIMBERS, LLC.

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, BY ALISON MITCHELL, AUTHORIZED MEMBER OF ALKALI TIMBERS, LLC.

SS \_\_\_\_\_  
NOTARY PUBLIC

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THE ATTACHED PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION AND PREPARED IN CONFORMANCE WITH THE APPLICABLE SECTIONS OF THE MONTANA SUBDIVISION AND PLATTING ACT AND THE REGULATIONS ADOPTED THEREUNDER.

SS \_\_\_\_\_  
MATTHEW JACOBSON, PROFESSIONAL LAND SURVEYOR      DATE  
MONTANA LICENSE NO. 13748LS



BEING A PORTION OF TRACT A AND TRACT B OF CERTIFICATE OF SURVEY 3795  
LOCATED IN THE SE1/4, SW1/4, NW1/4, AND NE1/4 OF SECTION 19, T.1N., R.26E., P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

**CERTIFICATE OF PLANNING BOARD APPROVAL**

THIS PLAT HAS BEEN APPROVED FOR FILING BY THE YELLOWSTONE COUNTY BOARD OF PLANNING AND CONFORMS TO THE RECOMMENDATIONS OF THIS BOARD.

SS \_\_\_\_\_  
PRESIDENT      DATE

ATTEST: EXECUTIVE SECRETARY

**CERTIFICATE OF COUNTY TREASURER**

I HEREBY CERTIFY THAT ALL REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE LAND ABOVE DESCRIBED ARE PAID PER SECTION 76-3-611 (1)(b) MCA.

SS \_\_\_\_\_  
YELLOWSTONE COUNTY TREASURER      DATE

**CERTIFICATE OF CITY ATTORNEY**

THIS DOCUMENT HAS BEEN REVIEWED BY THE CITY ATTORNEY'S OFFICE AND IS ACCEPTABLE TO FORM.

SS \_\_\_\_\_  
CITY ATTORNEY'S OFFICE      DATE

**CERTIFICATE OF CITY ENGINEER'S OFFICE**

I HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING PLAT CONFORMS WITH SECTION 76-4-125(1)(d) M.C.A., FOR THE REMOVAL OF SANITARY RESTRICTIONS SINCE THE PLAT IS INSIDE A MASTER PLANNING AREA AND SAID LOTS WILL BE PROVIDED WITH MUNICIPAL FACILITIES FOR THE SUPPLY OF WATER AND THE DISPOSAL OF SEWAGE AND SOLID WASTE.

IN WITNESS WHEREOF, I HAVE EXECUTED THE CERTIFICATE OF APPROVAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

SS \_\_\_\_\_  
CITY ENGINEER'S OFFICE

**ERRORS AND OMISSION REVIEW:**

I HEREBY CERTIFY THAT I HAVE EXAMINED THE ANNEXED AND FOREGOING PLAT FOR ERRORS AND OMISSIONS IN COMPUTATIONS AND DRAFTING.

SS \_\_\_\_\_  
EXAMINING LAND SURVEYOR      DATE

**CERTIFICATE OF APPROVAL: CITY COUNCIL**

WE HEREBY CERTIFY THAT WE HAVE EXAMINED THE ANNEXED AND FOREGOING PLAT OF THE TIMBERS SUBDIVISION, AND FIND SAID PLAT CONFORMS WITH THE REQUIREMENTS OF THE LAW OF THE STATE OF MONTANA, AND THE REQUIREMENTS OF THE YELLOWSTONE COUNTY BOARD OF PLANNING. IT IS THEREFORE APPROVED AND THE DEDICATION TO THE PUBLIC USE OF ANY AND ALL LANDS AND RIGHTS-OF-WAY 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: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

**CLERK AND RECORDER FILING INFORMATION**

**SUBDIVISION IMPROVEMENTS AGREEMENT:**

DOCUMENT NO. \_\_\_\_\_

**CONSENT TO PLAT:**

DOCUMENT NO. \_\_\_\_\_

PREPARED BY:

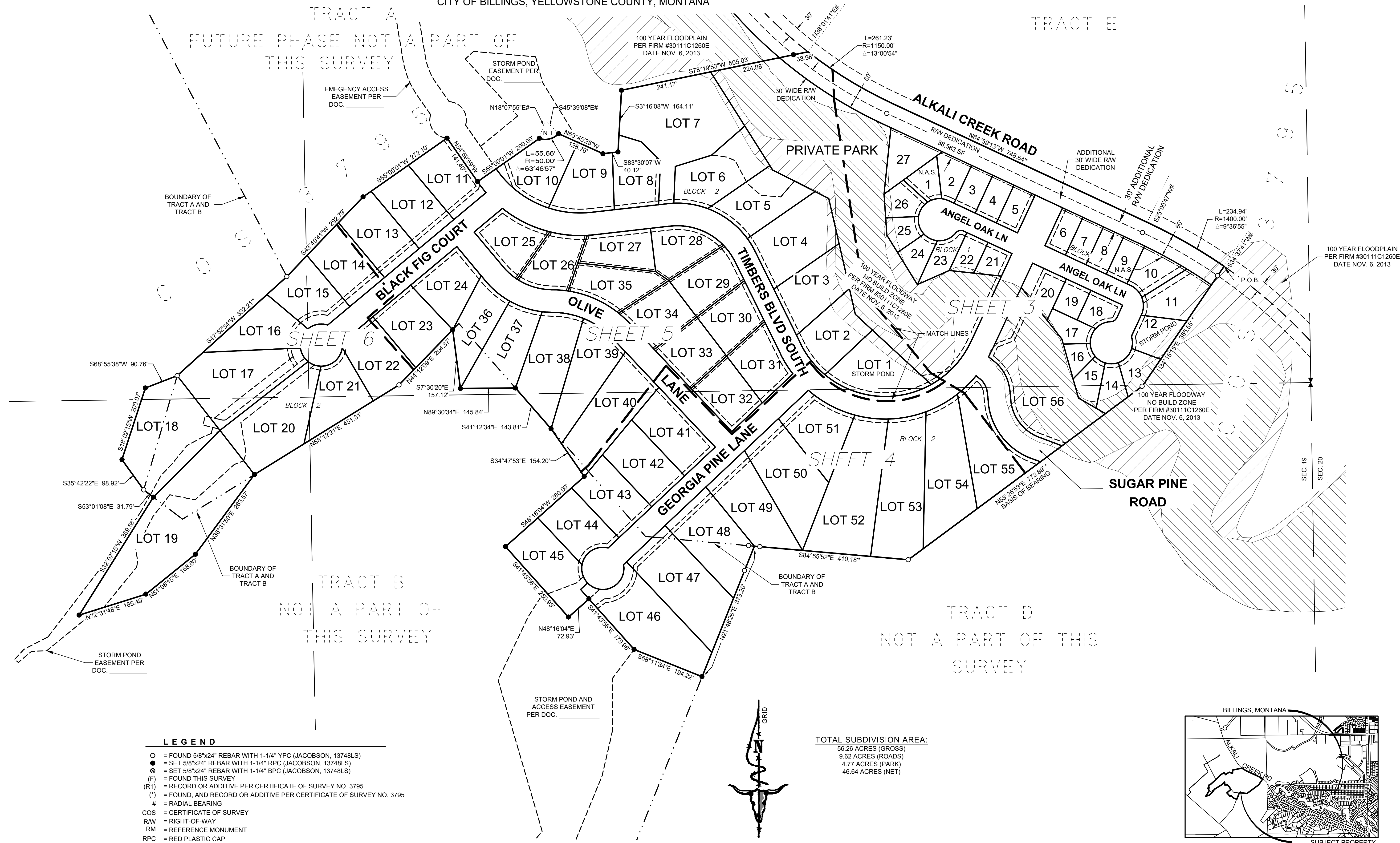


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BILLINGS, MT      FAX: 406.721.5224  
59101      www.imegcorp.com  
IMEG PROJECT NO. 20006040

| 1/4 | SEC. | T.  | R.   |
|-----|------|-----|------|
|     | 19   | 1N. | 26E. |

PLAT OF  
**THE TIMBERS SUBDIVISION**

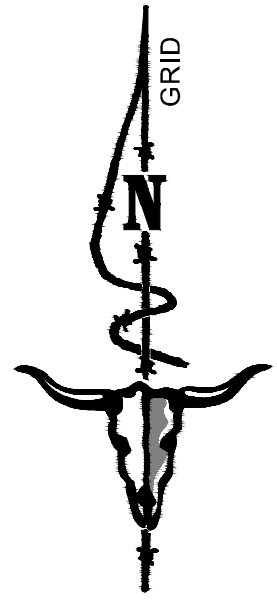
BEING A PORTION OF TRACT A AND TRACT B OF CERTIFICATE OF SURVEY 3795  
LOCATED IN THE SE1/4, SW1/4, NW1/4, AND NE1/4 OF SECTION 19, T.1N., R.26E., P.M.M.,  
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA



**LEGEND**

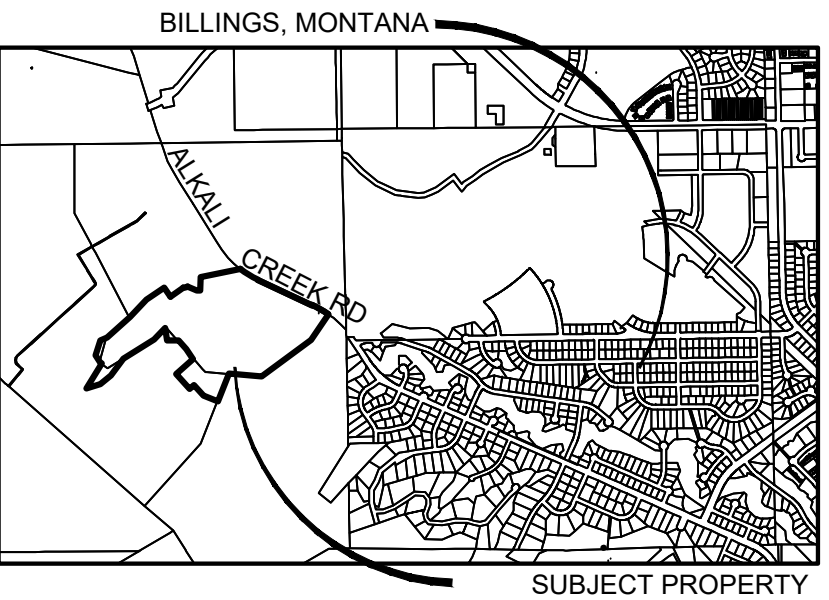
- = FOUND 5/8"x24" REBAR WITH 1-1/4" YPC (JACOBSON, 13748LS)
- = SET 5/8"x24" REBAR WITH 1-1/4" RPC (JACOBSON, 13748LS)
- ⊙ = SET 5/8"x24" REBAR WITH 1-1/4" BPC (JACOBSON, 13748LS)
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- P.U.E. = PUBLIC ACCESS EASEMENT
- N.A.S. = 1" WIDE NO ACCESS STRIP (EXAGGERATED FOR CLARITY)
- N.T. = NON TANGENT CURVE

**TOTAL SUBDIVISION AREA:**  
56.26 ACRES (GROSS)  
9.62 ACRES (ROADS)  
4.77 ACRES (PARK)  
46.64 ACRES (NET)



**BASIS OF BEARING:**  
CERTIFICATE OF SURVEY 3795

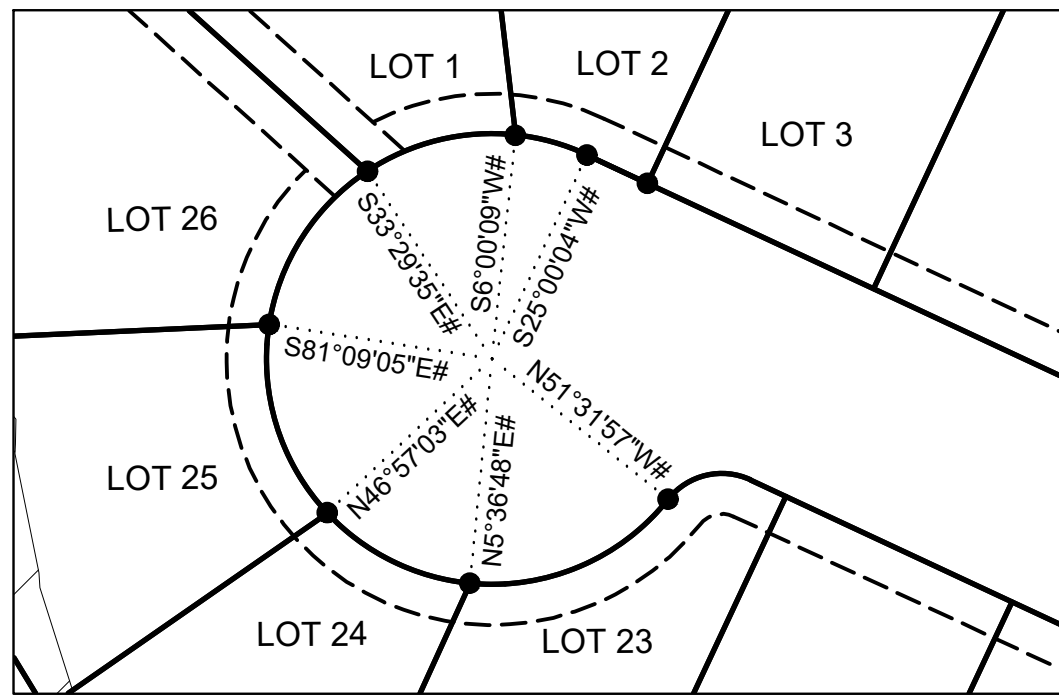
| 1/4 | SEC. | T.  | R.   |
|-----|------|-----|------|
|     | 19   | 1N. | 26E. |



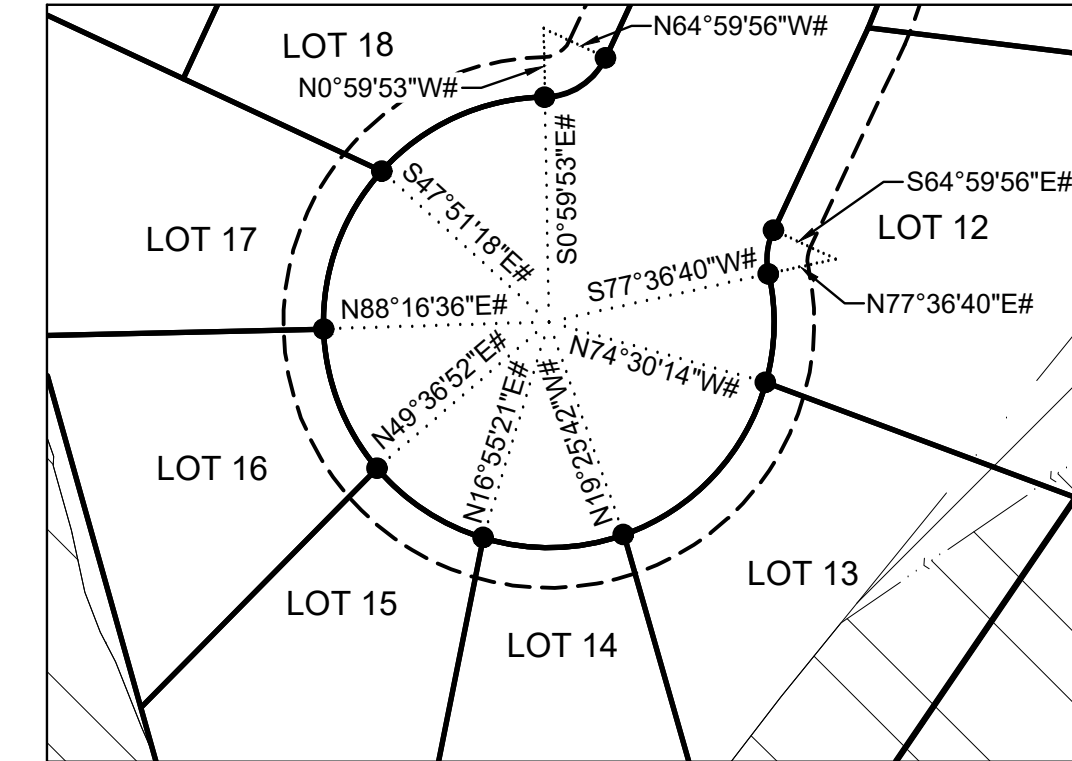
**VICINITY MAP**  
NOT TO SCALE

# PLAT OF THE TIMBERS SUBDIVISION

BEING A PORTION OF TRACT A AND TRACT B OF CERTIFICATE OF SURVEY 3795  
LOCATED IN THE SE1/4, SW1/4, NW1/4, AND NE1/4 OF SECTION 19, T.1N., R.26E., P.M.M.,  
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

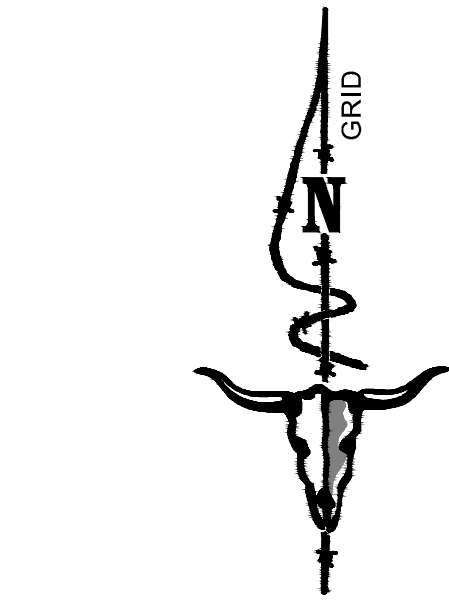


DETAIL 1  
NOT TO SCALE



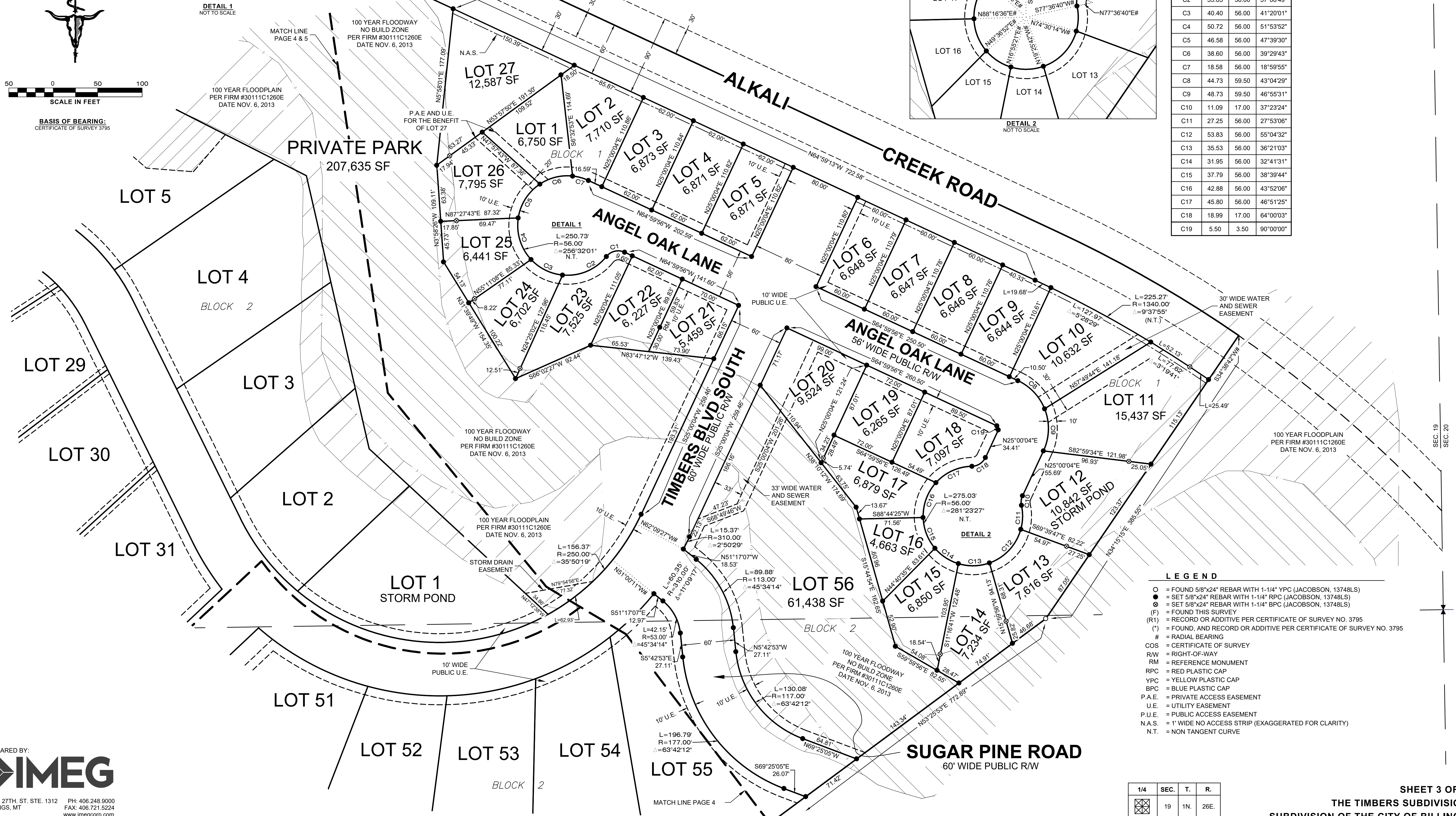
DETAIL 2  
NOT TO SCALE

| Curve Table |        |        |           |
|-------------|--------|--------|-----------|
| Curve #     | Length | Radius | Delta     |
| C1          | 22.71  | 17.00  | 76°32'01" |
| C2          | 55.85  | 56.00  | 57°08'49" |
| C3          | 40.40  | 56.00  | 41°20'01" |
| C4          | 50.72  | 56.00  | 51°53'52" |
| C5          | 46.58  | 56.00  | 47°39'30" |
| C6          | 38.60  | 56.00  | 39°29'43" |
| C7          | 18.58  | 56.00  | 18°59'55" |
| C8          | 44.73  | 59.50  | 43°04'29" |
| C9          | 48.73  | 59.50  | 46°55'31" |
| C10         | 11.09  | 17.00  | 37°23'24" |
| C11         | 27.25  | 56.00  | 27°53'06" |
| C12         | 53.83  | 56.00  | 55°04'32" |
| C13         | 35.53  | 56.00  | 36°21'03" |
| C14         | 31.95  | 56.00  | 32°41'31" |
| C15         | 37.79  | 56.00  | 38°39'44" |
| C16         | 42.88  | 56.00  | 43°52'06" |
| C17         | 45.80  | 56.00  | 46°51'25" |
| C18         | 18.99  | 17.00  | 64°00'03" |
| C19         | 5.50   | 3.50   | 90°00'00" |



50 0 50 100  
SCALE IN FEET

BASIS OF BEARING:  
CERTIFICATE OF SURVEY 3795



- LEGEND**
- = FOUND 5/8"x24" REBAR WITH 1-1/4" YPC (JACOBSON, 13748LS)
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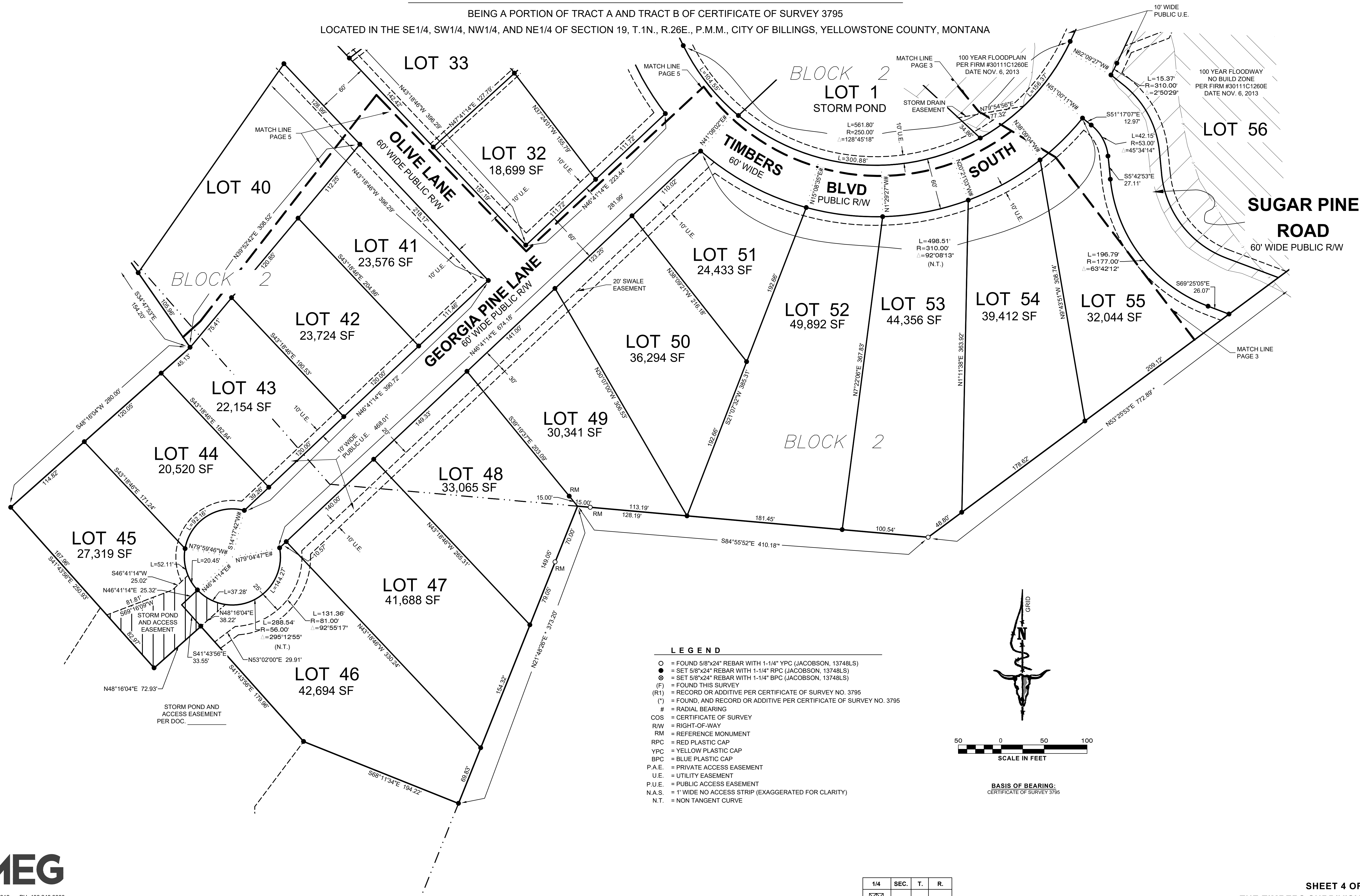


PREPARED BY:  
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BILLINGS, MT FAX: 406.721.5224  
59101 www.imegcorp.com  
IMEG PROJECT NO. 20006040

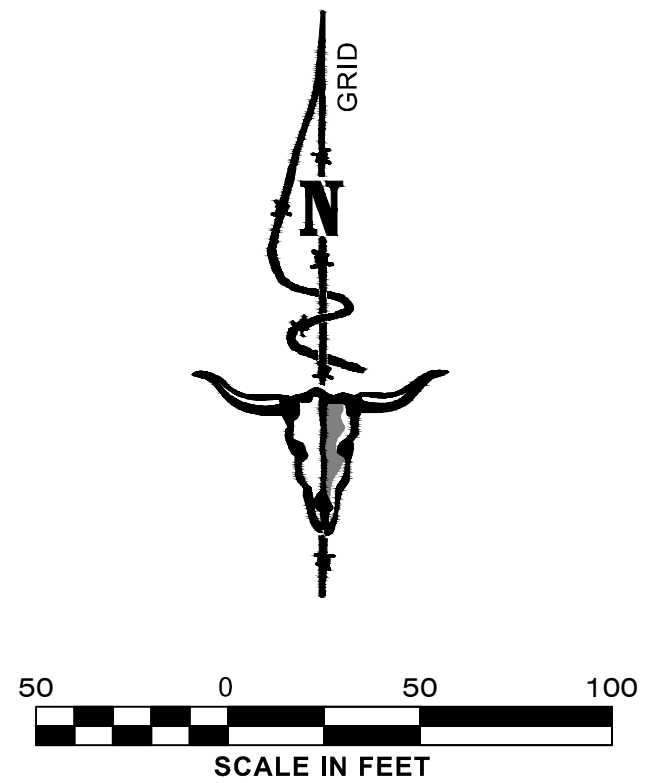
| 1/4 | SEC. | T.   | R. |
|-----|------|------|----|
| 19  | 1N.  | 26E. |    |

PLAT OF  
**THE TIMBERS SUBDIVISION**

BEING A PORTION OF TRACT A AND TRACT B OF CERTIFICATE OF SURVEY 3795  
LOCATED IN THE SE1/4, SW1/4, NW1/4, AND NE1/4 OF SECTION 19, T.1N., R.26E., P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA



- LEGEND**
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**BASIS OF BEARING:**  
CERTIFICATE OF SURVEY 3795

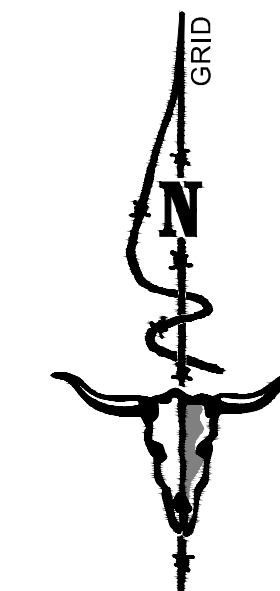
| 1/4 | SEC. | T.  | R.   |
|-----|------|-----|------|
|     | 19   | 1N. | 26E. |

# THE TIMBERS SUBDIVISION

BEING A PORTION OF TRACT A AND TRACT B OF CERTIFICATE OF SURVEY 3795 LOCATED  
THE SE1/4, SW1/4, NW1/4, AND NE1/4 OF SECTION 19, T.1N., R.26E., P.M.M.,  
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

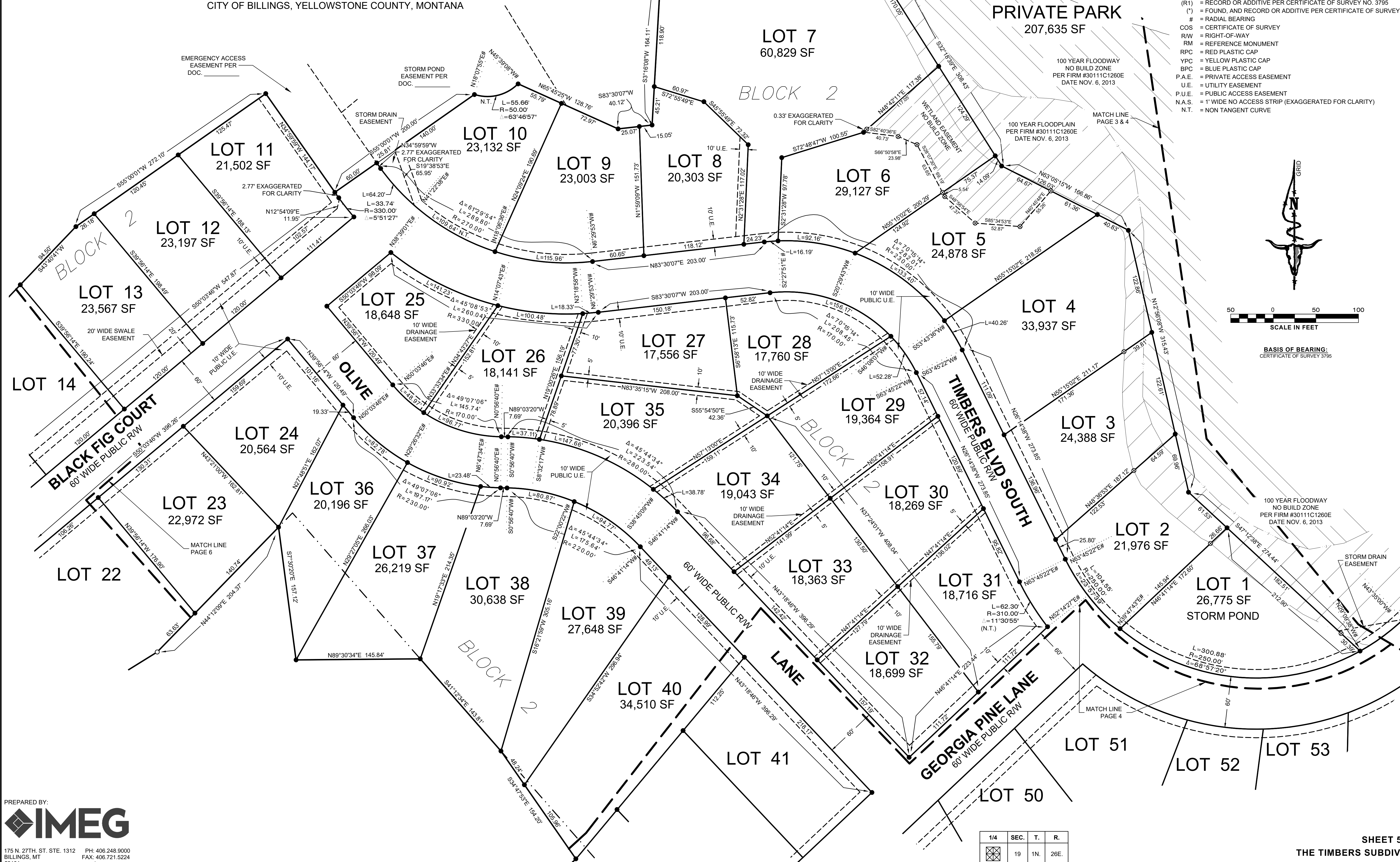
## LEGEND

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0 50 100  
SCALE IN FEET

BASIS OF BEARING:  
CERTIFICATE OF SURVEY 3795



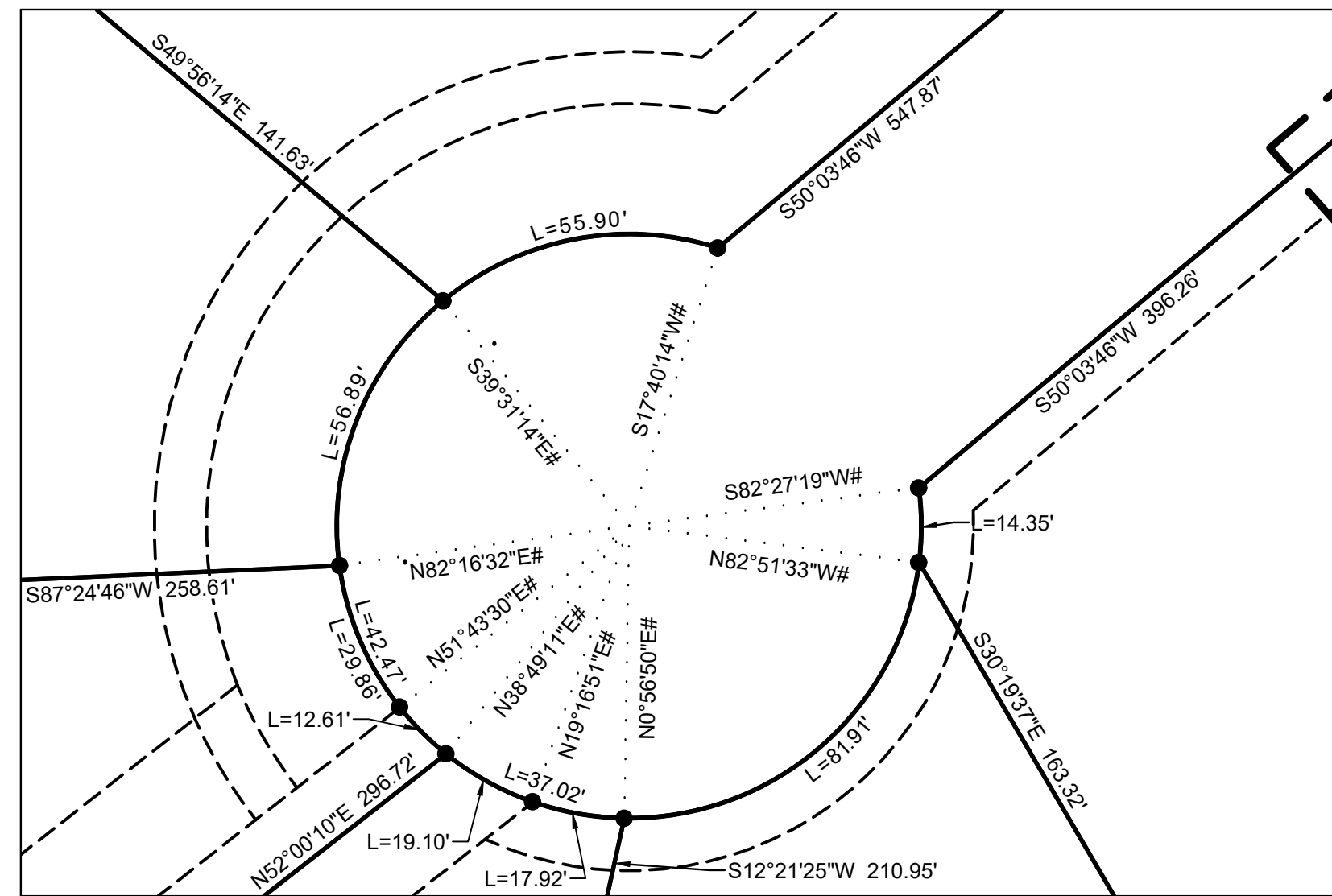
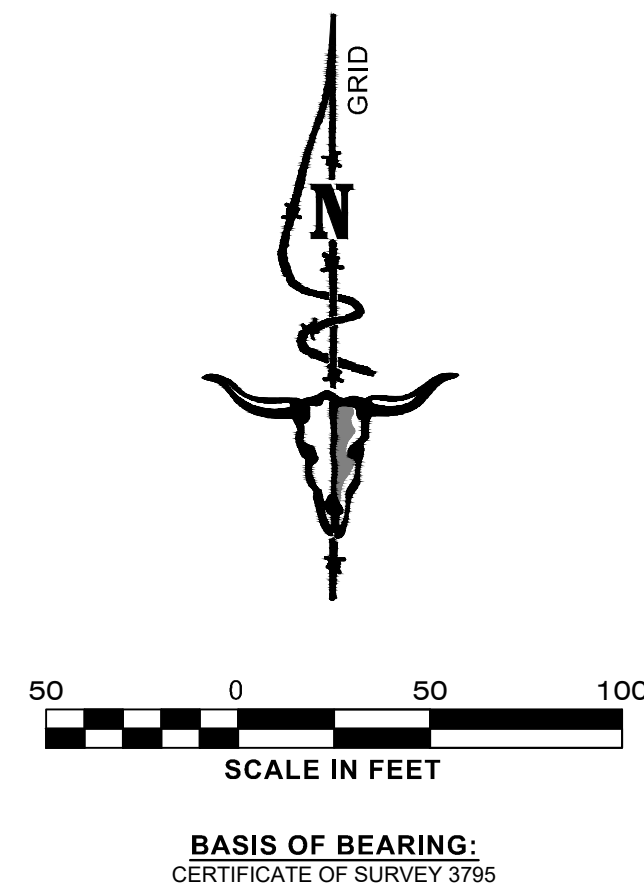
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BILLINGS, MT FAX: 406.721.5224  
59101 www.imegcorp.com  
IMEG PROJECT NO. 20006040

| 1/4 | SEC. | T.  | R.   |
|-----|------|-----|------|
|     | 19   | 1N. | 26E. |

# PLAT OF THE TIMBERS SUBDIVISION

BEING A PORTION OF TRACT A AND TRACT B OF CERTIFICATE OF SURVEY 3795

LOCATED IN THE SE1/4, SW1/4, NW1/4, AND NE1/4 OF SECTION 19, T.1N., R.26E., P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA



DETAIL  
NOT TO SCALE

## LEGEND

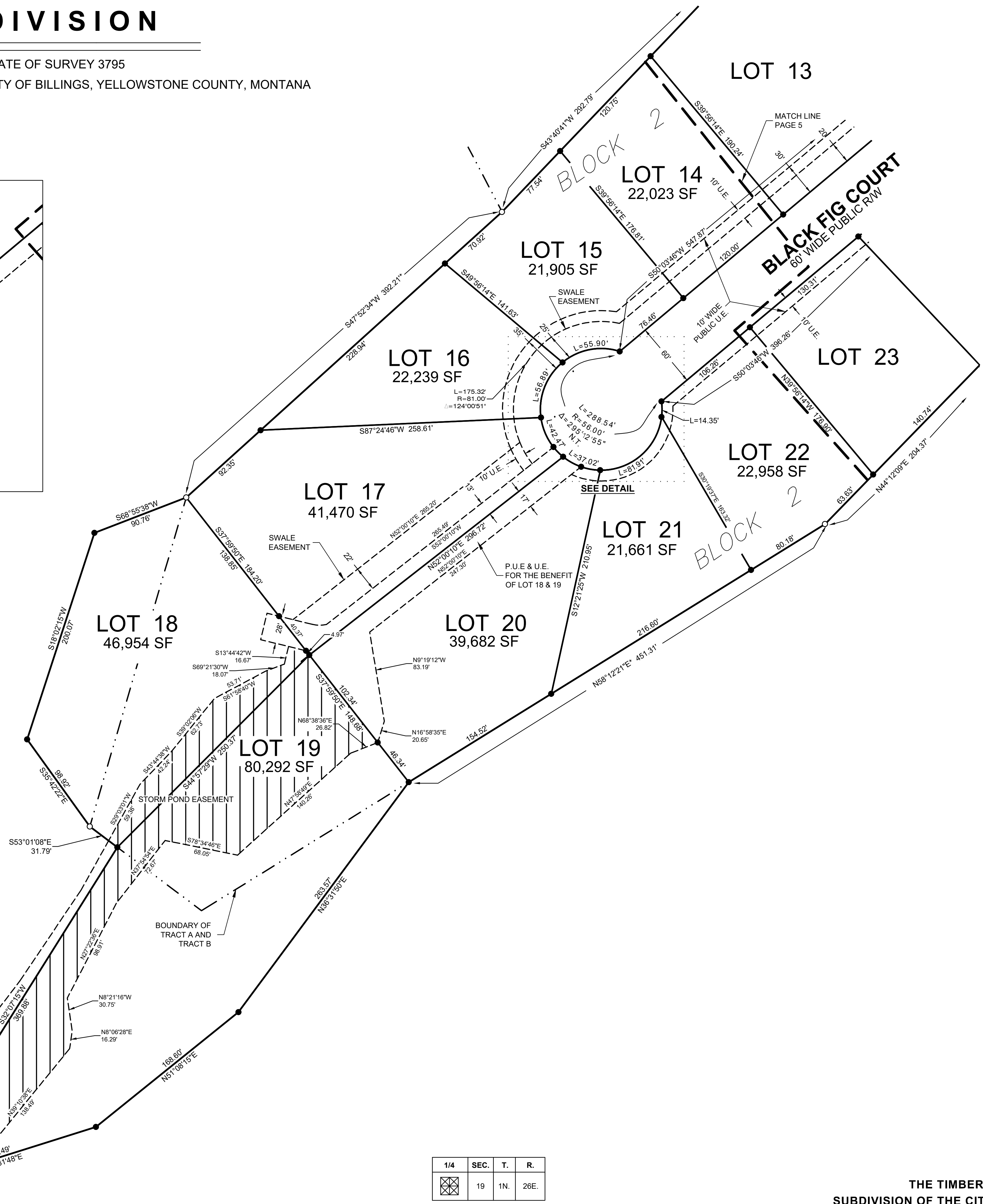
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- N.T. = NON TANGENT CURVE

STORM POND  
EASEMENT PER  
DOC.

PREPARED BY:



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IMEG PROJECT NO. 20006040



| 1/4 | SEC. | T.  | R.   |
|-----|------|-----|------|
|     | 19   | 1N. | 26E. |

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

***The Timbers Subdivision***

**Table of Contents  
(City of Billings)**

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

***The Timbers Subdivision***

**This agreement** is made and entered into this 7 day of February, 2023, by and between *Alkali Timbers, LLC*, whose address for the purpose of this agreement is **1655 Valley Heights Rd., Billings, MT 59105**, 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 25 day of January, 2022, the Board of Planning recommended conditional approval of a preliminary plat of *The Timbers Subdivision*; and

**WHEREAS**, at a regular meeting conducted on 28 day of February, 2022, the City Council conditionally approved a preliminary plat of *The Timbers Subdivision*, and

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

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

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

**I. VARIANCES**

Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City’s Subdivision Regulations (Section 23.1101, BMCC):

A variance has been submitted regarding the construction of Timbers Boulevard North. This variance requests to install Timbers Boulevard North using a 20’ foot wide gravel surface within a 60’ foot right-of-way. This road shall be marked a secondary access and built to withstand 40 tons in all weather conditions. The construction of the road, including curb and gutter and utility construction, will be

monetarily secured for 50% of an engineer's estimate as reviewed by the City. The construction of the remainder of Timbers Boulevard North will be completed with a future filing. This includes construction of curb and gutter, street paving, water, sanitary sewer, and storm drain. If Timbers Boulevard North is not constructed within three years of final plat, the City reserves the right to create a Special Improvement District to construct the remaining portion of Timbers Boulevard North back to Alkali Creek Road.

## **II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS**

- A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.
- B.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- C.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction. The Timbers Subdivision had an overview geotechnical study completed by Rimrock Engineering. Below is the summary of the findings of this study. Individual lot owners are encouraged to complete their own geotechnical study to find lot specific information.
  - The subsurface profile generally consists of variably stiff to very soft lean clay soils. Groundwater was encountered at approximately 6.5 feet below existing grades while drilling or for the short duration the boring was allowed to remain open.
  - Due to site conditions and concerns, we recommend support for the proposed structure using a deep foundation system such as rammed aggregate piers or helical piers extending into the more competent soils in order to bypass the compressible soil and alleviate concerns regarding foundation construction below or near the groundwater elevation.
  - Another viable foundation alternative, yet lower level of assurance against potential movements, would be to support the structure using a shallow spread footing foundation system or thickened edge monolithic slab bearing on a zone of geotextile-reinforced structural fill.

- A structural floor on grade beams over a crawlspace should be considered for interior slabs. If a structural floor is not desired, in order to reduce the potential for movement related distress to concrete slabs, we recommend a minimum of 12 inches of structural fill reinforced with a layer of Mirafi RS580i be used for slab support.

- D.** No water rights have been transferred to the lot owners.
- E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- F.** The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- G.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.
- H.** Lot owners should be aware that portion(s) of this property lie within the floodplain/floodway, as depicted on the FEMA maps for this area. Please be advised that special development restrictions may apply within these specified areas. The City of Billings is not liable for any damage to lots encompassing or near floodplain that would result from flooding.
- I.** Lot owners should be aware that parkland within The Timbers Subdivision shall be maintained by The Timbers Subdivision Property Owners Association.

### **III. TRANSPORTATION**

A Traffic Accessibility Study has been completed for The Timbers Subdivision. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense. The percent of traffic

contributions to the following intersections shall be in accordance with the traffic accessibility study.

- The intersection of Alkali Creek Road and Skyway Drive shall be 1.83%. (1/3 of contribution based on TIS for whole master planned development.)
- The intersection of Skyway Drive and Wicks Lane shall be 1.29%. (1/3 of contribution based on TIS for whole master planned development.)
- The intersection of Alkali Creek Road and Senators Boulevard shall be 2.40%. (1/3 of contribution based on TIS for whole master planned development.)

The cash contributions shall be based on the percentage of traffic contributions to the intersections based on the total cost of an intersection as determined by Engineering for the year in which the contribution is made. The cash contribution shall be made prior to final plat approval.

#### **A. Streets**

The following roads exist surrounding the subdivision:

- Alkali Creek Road is designated as a Principal Arterial and is located within a 60' wide right-of-way. An addition of 30' of ½ right-of-way is being dedicated as part of this subdivision to conform with city requirements. It is required that Alkali Creek Road be constructed with a minimum standard width of 42 feet, back of curb to back of curb. That portion adjacent to the subdivision has been partially constructed. The existing street includes approximately 26 feet of asphalt. The subdivider will provide cash-in-lieu contribution for the construction of approximately an additional 6 feet of asphalt surface with a satisfactory sub-base, base course, standard curb and gutter. The cash-in-lieu contribution will also include engineering design and construction administration.

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

- Timbers Boulevard South, Sugar Pine Road, Georgia Pine Lane, Olive Lane, and Black Fig Court will be constructed within a 60' foot right-of-way using curb and gutter and full-width pavement (34 feet back of curb to back of curb). Angel Oak 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.
- Timbers Boulevard North will be installed using a 20' foot wide gravel surface within a 60' foot right-of-way. This road shall be marked a secondary access and built to withstand 40 tons in all weather conditions. The construction of the road, including curb and gutter and utility construction, will be monetarily secured for 50% of an engineer's estimate

as reviewed by the City. The construction of the remainder of Timbers Boulevard North shall be completed with a future subdivision. This includes construction of curb and gutter, street paving, water, sanitary sewer, and storm drain. If Timbers Boulevard North is not constructed within three years of final plat, the City reserves the right to create a Special Improvement District to construct the remaining portion of Timbers Boulevard North back to Alkali Creek Road.

**B. Sidewalks**

- All roads within the subdivision will have a 5' wide boulevard sidewalk with a 5' minimum boulevard. The sidewalk will be composed of concrete and be completed within the road's right-of-way. The applicant will be responsible for installation of accessible ramps at intersections.

**C. Street Lighting**

- There is no proposed street lighting, but it is included as an item in the waiver of right to protest.

**D. Traffic Control Devices**

- One stop sign will be installed on Timbers Boulevard South at the intersection with Alkali Creek Road.
- One stop sign will be installed on Timbers Boulevard North at the intersection with Alkali Creek Road.
- Two stop signs will be installed at the intersection of Angel Oak Lane and Timbers Boulevard South.
- One stop sign will be installed at the intersection of Sugar Pine Road and Timbers Boulevard South.
- One stop sign will be installed at the intersection of Georgia Pine Lane and Timbers Boulevard South.
- One stop sign will be installed at the intersection of Black Fig Court and Timbers Boulevard South.
- One stop sign will be installed at the intersection of Georgia Pine Lane and Olive Lane.
- One stop sign will be installed at the intersection of Olive Lane and Black Fig Court.

**E. Access**

- All of the lots will access off of the internal subdivision road network.
- The subdivision will connect to Alkali Creek Road via Timbers Boulevard South and Timbers Boulevard North.

**F. Billings Area Bikeway and Trail Master Plan**

- There is a proposed short-range bike and pedestrian trail proposed adjacent to Alkali Creek Road. This trail will be 10' wide and paved to the standard for pedestrian facilities within the City of Billings for the portion of Alkali Creek Road adjacent to The Timbers Subdivision.

#### **IV. EMERGENCY SERVICE**

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

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site. Lot 21 of The Timbers Subdivision must have its entire structure within 600 feet of the nearest fire hydrant.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

#### **V. STORM DRAINAGE**

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A complete stormwater management plan has been submitted to the Engineering Division for review and acceptance.

Storm Drainage for The Timbers Subdivision will be provided by a combination of surface drainage swales, curb and gutter, and underground piping. Off-site Stormwater will be routed through surface swales/ditches and will discharge directly to Alkali Creek. On-site stormwater will be routed through swales, curb and gutter, and underground piping to on-site detention ponds that are sized to only allow pre-development flow rate to be discharged from the site as required by the Stormwater Management Manual. The stormwater improvements will be constructed per the submitted Stormwater Management Design report as reviewed and accepted by the City Engineering Division.

All of the on-site stormwater infrastructure will be located within easements or public right-of-way. All Stormwater Ponds will have a 20 foot setback to residential homes. Stormwater Ponds and Swales are to be landscaped, maintained, and free of any fill that could reduce their capacity. Stormwater pipes located in the public right of way will be maintained by the City and all facilities

including swales, piping, and ponds not in the right of way will be maintained by The Timbers Subdivision Property Owners Association.

Individual lot owners may place a culvert in drainage swales adequate for the width of a driveway, but no longer than what is needed for a driveway. Individual lot owners may landscape the drainage swales as they desire, as long it does not interfere with the capacity of the swale or cause erosion.

Due to the large quantity of stormwater passing through the development, and the severe slopes located in some areas, Property Owners are responsible for providing drainage away from any constructed homes. Minimum finish floor elevations should be established as 1.5' higher than curb flowline elevation as per the Stormwater Management Manual. In locations where this cannot be achieved, a grading plan will also be required as part of the building permit process.

## **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 extension applications and the conditions of approval. Water Main and Sanitary Sewer extension applications shall be submitted for processing prior to the start of any construction for 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**

Each lot is to be served by City of Billings water through a water main extension. As required by City Engineering, a 12" Water Main will be extended along Timbers Boulevard South which will serve as the future City Trunk Line through the development. All additional water lines within The Timbers Subdivision will be 8" water mains and are located in Angel Oak Lane, Sugar Pine Road, Georgia Pine Lane, Olive Lane, and Black Fig Court. Compensation for required water main upsize can be requested by the developer.

**B. Sanitary Sewer**

Each lot is to be served by City of Billings sewer through a sewer main extension. As required by City Engineering, a 21" Sewer Main will be extended along Timbers Boulevard South which will serve as the future City Trunk Line through the development. All additional sewer lines within The Timbers Subdivision will be 8" sewer mains and are located in Angel Oak Lane, Sugar Pine Road, Georgia Pine Lane, Olive Lane, and Black Fig Court. All sewer infrastructure is proposed to be gravity. Compensation for required sewer main upsize can be requested by the developer.

**C. Power, Telephone, Gas, and Cable Television**

These utilities will be provided within the 60-foot Public Road Easement, or the Utility Easements created as part of this subdivision.

**VII. PARKS/OPEN SPACE**

The Timbers Subdivision proposes private parkland be used to satisfy parkland requirements. The Park will be maintained by The Timbers Subdivision Property Owners Association. Operation and maintenance of the park areas shall be the responsibility of The Timbers Subdivision Property Owners Association.

Required parkland for The Timbers is 3.44 acres per the City of Billings Subdivision Regulation guidelines. As part of The Timbers 4.76 acres of parkland are being provided.

**VIII. IRRIGATION**

Irrigation rights for the subdivision will not be utilized for irrigation within the subdivision. No surrounding irrigation ditches exist.

**IX. FLOODPLAIN**

Floodplain boundaries are shown on the subdivision plat. Any work proposed in the floodplain will require a floodplain permit. All homesites are to be constructed outside of the floodplain boundary. The City of Billings is not liable for any damages within the floodplain.

**X. SOILS/GEOTECHNICAL STUDY**

A soils/geotechnical study was completed by Rimrock Engineering, Inc. Due to the Geotechnical Study it is suggested that individual geotechnical reports be completed prior to construction of homes within the subdivision.

**XI. PHASING OF IMPROVEMENTS**

A. Improvements of the subdivision are to be developed two (2) phases. The phases are defined as follows:

a. Phase I

- Lots 1-26 of Block 1, Lots 1-54 of Block 2
- Completed roads: Timbers Boulevard South, Angel Oak Lane, Black Fig Court, Olive Lane, and Georgia Pine Road

- b. Phase II
  - Lots 55-56
  - Completed roads: Sugar Pine Road
- B. The Subdivider does not desire to commence development of Phase II improvements within the subdivision at this time but does desire to file the approved final plat for The Timbers Subdivision. In accordance with the foregoing, the Subdivider and the City agree as follows:
  - a. Improvements for Phase II shall be installed by the Subdivider in the future. The Subdivider agrees not to sell or convey lots encumbered by Phase II without the improvements being completed.
  - b. If any adjacent property to or in the Timbers Subdivision requests access to Sugar Pine Road, Subdivider shall immediately construct the improvements through a Special Improvement District or Private Contract.
  - c. At any time, the Developer may choose to secure or complete Phase II through any of the following alternatives:
    - i. Petition for the creation of a Special Improvement District to complete the road and utility improvements to Sugar Pine Road. All lots within Phase I and Phase II will be included in the Special Improvement District.
    - ii. Financially guarantee the improvements in accordance with the City of Billings Subdivision Regulations through a letter of credit;
    - iii. Enter into a private contract with the City for Phase II improvements.

The foregoing provisions shall not restrict the Subdivider's right to sell and convey, lots in Phase I or sell and convey, as one unit, all lots in the Subdivision, however, the sale and transfer within this agreement have been met. Pursuant to this agreement, the Subdivider shall execute and record a Declaration of Restrictions on Transfers and Conveyances for said lots identified in Phase II. Said declaration notifies all third parties that said lots may not be legally sold, conveyed or transferred (except as provided above).

## **XII. FINANCIAL GUARANTEES**

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

### **XIII. 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.

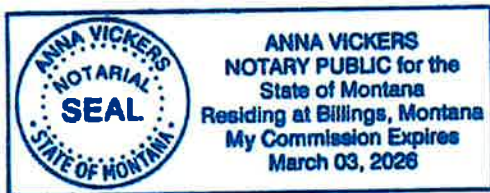
IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

By: Alison Mitchell  
Alkali Timbers LLC, Alison Mitchell  
Authorized Member

STATE OF Montana )  
County of Yellowstone ) : SS

On this 1<sup>st</sup> day of February, 2023 before me, a Notary Public in and for the State of Montana, personally appeared Alison Mitchell, Authorized Member of Alkali Timbers, LLC, who executed the foregoing instrument and acknowledged to me that she executed the same.



SS AV

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.

SS \_\_\_\_\_

# 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:

*The Timbers Subdivision*

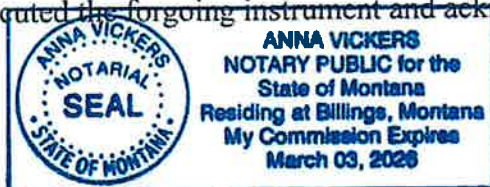
Signed and dated this 7 day of February, 2023.

Subdivider/Owner

By: Alison Mitchell  
Alkali Timbers, LLC, Alison Mitchell  
Authorized Member

STATE OF MONTANA     )  
                                      : ss  
County of Yellowstone     )

On this 7 day of February, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Alison Mitchell, Authorized Member of Alkali Timbers, LLC known to me to be Subdivider/Owner Name, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.



SS [Signature]

**DECLARATION OF RESTRICTION ON TRANSFERS.  
AND CONVEYANCES**

**THE TIMBERS SUBDIVISION**

THIS DECLARATION is made this 7th day of February, 20 23, by Alkali Timbers, LLC, a Montana Limited Liability Corporation hereinafter referred to as "Declarant,"

**WITNESSETH:**

WHEREAS, the Declarant is the owner of all of the lots in The Timbers Subdivision, situated in Section 19, Township 1 north, Range 26 east, PMM., City of Billings, Yellowstone County, Montana, hereinafter referred to as the "Subdivision"; and

WHEREAS, in connection with the filing of the plat for the Subdivision, the Declarant executed that certain Subdivision Improvements Agreement dated the 7th day of February, 20 23 to the City of Billings, which Agreement contains restrictions against the sale, conveyance or transfer of certain lots in the Subdivision until such time as a private contract has been executed providing for the installation and construction of required public improvements; and

WHEREAS, in order to more fully evidence the restriction against sale, conveyance, or transfer and to give third parties notice of such restrictions, the Declarant desires to execute and record this Declaration of Restrictions.

NOW, THEREFORE, in consideration of these premises, the Declarant, for itself and its successors and assigns, does hereby declare:

1. Except as hereinafter provided, the Declarant does hereby agree and declare that the following described lots shall not be sold, transferred, or conveyed to any third party unless and until a release has been executed and recorded in accordance with the provisions hereinafter appearing:

Phase II:

Lots 55 through 56, Block 2; The Timber Subdivision in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (2 lots total).

2. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer, or conveyance of the above-described lots until such time as a private contract has been executed and necessary funding guarantees provided, as the case may be, providing for the construction and installation of those public improvements required under the above-described Subdivision Improvements Agreement which by reference thereto is hereby incorporated herein as though fully set forth at this point. It is anticipated, however, that the Declarant will

develop The Timbers Subdivision, in distinct phases, upon providing for the installation and construction of the public improvement necessary to serve the particular phase. In that regard a release of some but not all of the above described lots may be executed and recorded from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the lots described in said release shall be deemed canceled and terminated, and of no further force and effect.

3. Upon compliance with the requirements for a private contract specified above, a release for the lot or lots affected thereby shall be executed and recorded by the City of Billings, pursuant to the provisions contained in the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence to all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance, or transfer of said lot has been removed.
4. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTIONS AGAINST ANY SUCH SALE, CONVEYANCE OR TRANSFER, AND OF THE TERMS AND CONDITIONS OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT THE CITY OF BILLINGS MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.
5. The terms, conditions, and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarant to (a) sell, convey, and transfer all of the above-described lots, all of the lots in one phase, or those lots remaining subject to the terms of this Declaration, as one unit or group, to a third party, parties or entities; provided, however, that such sale shall be subject to this Declaration and the lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a release has been executed and recorded; or (b) enter into sale and purchase agreements for individual lots; provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer nor shall the closing under any such sale and purchase agreements occur until such time as a release covering the

affected lot has been executed and recorded.

6. The terms and conditions of this Declaration shall run with the land and shall be binding upon and shall inure to the benefit of the Declarant, the City of Billings, and their successors and assigns.

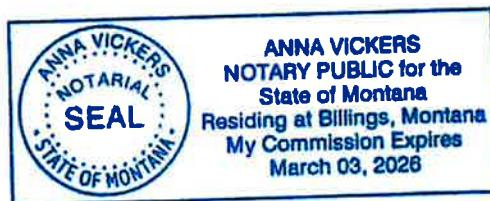
IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

Alkali Timbers, LLC.

Alison Mitchell  
Alison Mitchell, authorized member of Alkali Timbers, LLC.

STATE OF MONTANA     )  
                                      : ss.  
County of Yellowstone     )

On this 7<sup>th</sup> day of February, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Alison Mitchell, authorized member of Alkali Timbers, LLC, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same.



SS [Signature]



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

CITY OF  
**Billings**  
MAYOR'S OFFICE

February 28, 2022

Ali and David Mitchell  
1655 Valley Heights Road  
Billings, MT 59105

Dear Applicant:

On February 28, 2022, the Billings City Council conditionally approved the preliminary plat of The Timbers Subdivision, 1<sup>st</sup> Filing, subject to the following conditions of approval:

1. To protect public health and safety, prior to final plat approval, the applicant will submit all drawings and specifications for water systems, sewer systems and stormwater systems to the City of Billings Engineering Department for review and approval prior to installation. Any additional information required by City of Billings Engineering will be provided by the applicant and additional language in the SIA will be added as required by Engineering.
2. To protect public health and safety, prior to final plat approval, the applicant will submit all drawings and specifications for fire hydrant locations and installation the City of Billings Fire Department and City Engineering Department for review and approval prior to installation. Any additional information required by City of Billings Fire Department or Engineering Department will be provided by the applicant and additional language in the SIA will be added as required by the Fire or Engineering Departments.
3. To protect public health and safety, prior to final plat approval, the applicant will coordinate with City Engineering concerning proposed discharge methods of detention ponds next to Private Park land. Any proposal must be reviewed and approved by City Engineering prior to installation.
4. To protect public health and safety, prior to final plat approval, the applicant will include language in the SIA under the heading III Transportation B. Sidewalks that the applicant will be responsible for the installation of accessible ramps at the intersections.
5. To protect public health and safety and provide for access to proposed lots, prior to final plat approval, the applicant will provide easement documents for the driveway to lots 18 and 19.
6. To protect public health and safety, prior to final plat approval, the applicant will provide all needed information requested by City of Billings Engineering in their TIS. All recommendations shown in the TIS will be reviewed by Engineering and the required information will be added to the SIA.



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

CITY OF  
**Billings**  
MAYOR'S OFFICE

7. To protect public health and safety, prior to final plat approval, the applicant will include language in the SIA under the heading II Property Conditions and Information for Lot Purchasers, lot owners will be advised that the private parkland will be maintained by The Timbers HOA.
8. 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.
9. 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.
10. 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](mailto:greend@billingsmt.gov)

Sincerely,

William A. Cole, Mayor

pc: IMEG, Kolten Knatterud

**City Council Regular**

**Date:** 03/27/2023  
**Title:** Legacy Subdivision, Amended - Minor Final Plat  
**Presented by:** Monica Plecker  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review** Not Applicable

---

**RECOMMENDATION**

Staff recommends the City Council approve the final plat of Legacy Subdivision, Amended.

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

On March 1, WWC Engineering applied for final minor plat approval for Legacy Subdivision, Amended. The proposed subdivision creates 1 lot from an existing 24 lots. This plat also vacated the existing roads Camp Lane, Will Way and Rich Lane and one bump out cul-de-sac. Camp Lane and Rich Lane will be re-aligned with a new subdivision plat. The subject property is generally located west of 52nd Street West and east of Beringer Way, south of the Big Ditch. The property is zoned Neighborhood 3 (N3). This parcel is proposed to be re-platted for residential development.

**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 Legacy Subdivision, Amended. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows: 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

# AMENDED PLAT OF LEGACY SUBDIVISION

BEING A VACATION OF

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

**CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA**

## LEGAL DESCRIPTION AND PROPERTY OWNER CERTIFICATIONS

STATE OF MONTANA )  
County of Yellowstone ) ss

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

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

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

We hereby certify that the purpose of this survey is to vacate a portion of Legacy Subdivision pursuant M.C.A. 76-3-305; any plat prepared and recorded as provided in this part may be vacated either in whole or in part as provided by 7-5-2501, 7-5-2502, 7-14-2616(1), and (2), 7-14-2617, 7-14-4134(1) and (2), and 7-14-4135. Upon vacation, the governing body or the district court, as provided in 7-5-2502, shall determine to which properties the title to the streets and alleys of the vacated portions must revert. The governing body or the district court, as provided in 7-5-2502, shall take into consideration the previous platting; the manner in which the right-of-way was originally dedicated, granted, or conveyed; the reasons stated in the petition requesting the vacation; the parties requesting the vacation; and any agreements between adjacent property owners regarding the use of the vacated area. The title to the streets and alleys of the vacated portions may revert to one or more of the owners of the properties within the platted area adjacent to the vacated portions.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Legacy LLC, A Fort Belknap Indian Community Limited Liability Company  
Doug Wild, A Member Representative

STATE OF MONTANA )  
County of Yellowstone ) ss

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned a notary public for the State of \_\_\_\_\_, personally appeared Doug Wild, A Member Representative of Legacy LLC, A Fort Belknap Indian Community Limited Liability Company known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

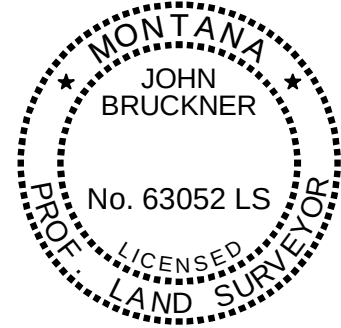
Notary Public for the State of \_\_\_\_\_

## CERTIFICATE OF SURVEYOR

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

John Bruckner  
Registration Number 63052 LS



## ERRORS AND OMISSIONS REVIEW

Reviewed for errors and omissions in calculations and drafting this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, pursuant to section 76-3-611(2)(a), M.C.A.

Examining Land Surveyor

Reg. No. \_\_\_\_\_

## AMENDED PLAT OF LEGACY SUBDIVISION

NW1/4, SECTION 4, T.1S., R.25E. P.M.M.

PREPARED FOR:

LEGACY, LLC

PREPARED BY:

**WWC ENGINEERING**  
550 S. 24TH ST. W., SUITE 201  
BILLINGS, MT 59101  
(406) 894-2230  
www.wwcengineering.com

| NO. | REVISION | BY | DATE |
|-----|----------|----|------|
|     |          |    |      |
|     |          |    |      |
|     |          |    |      |
|     |          |    |      |

DESIGNED BY: **WWC**  
DRAWN BY: **JBL**  
CHECKED BY: **JPB**  
DATE: **2/9/2022**  
SHEET  
**1 OF 1**

PROJECT NO.: 2021472

## CERTIFICATE OF COUNTY TREASURER

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

County Treasurer or Authorized Representative  
Yellowstone County Treasurer's Office

Date

## CERTIFICATE OF CITY ENGINEER'S OFFICE

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

City Engineer's Office

Date

## CERTIFICATE OF CITY ATTORNEY

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

Attorney or Authorized Representative  
City of Billings Attorney's Office

Date

## NOTICE OF APPROVAL

STATE OF MONTANA )  
County of Yellowstone ) ss

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

President \_\_\_\_\_ Date \_\_\_\_\_

Executive Secretary \_\_\_\_\_ Date \_\_\_\_\_

## CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA )  
County of Yellowstone ) ss

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

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

City of Billings, Montana

BY: \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_

City Clerk

## CERTIFICATE OF FILING BY CLERK AND RECORDER

## ROAD VACATION

Resolution Number: 22-11056

Date: July 18, 2022

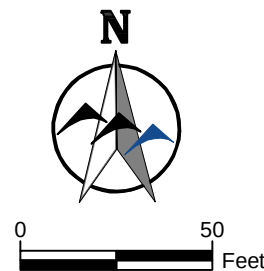
## BASIS OF BEARING

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

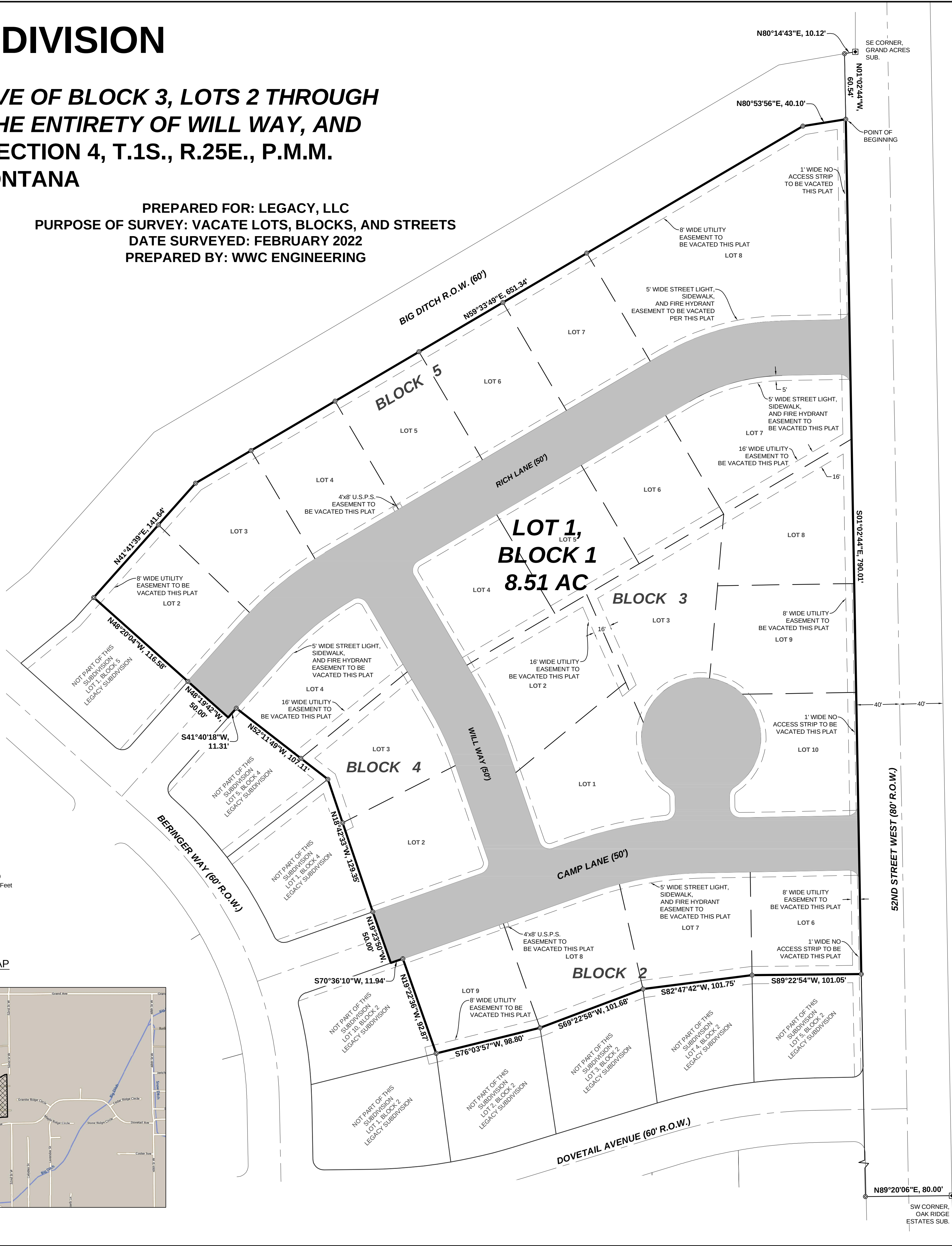
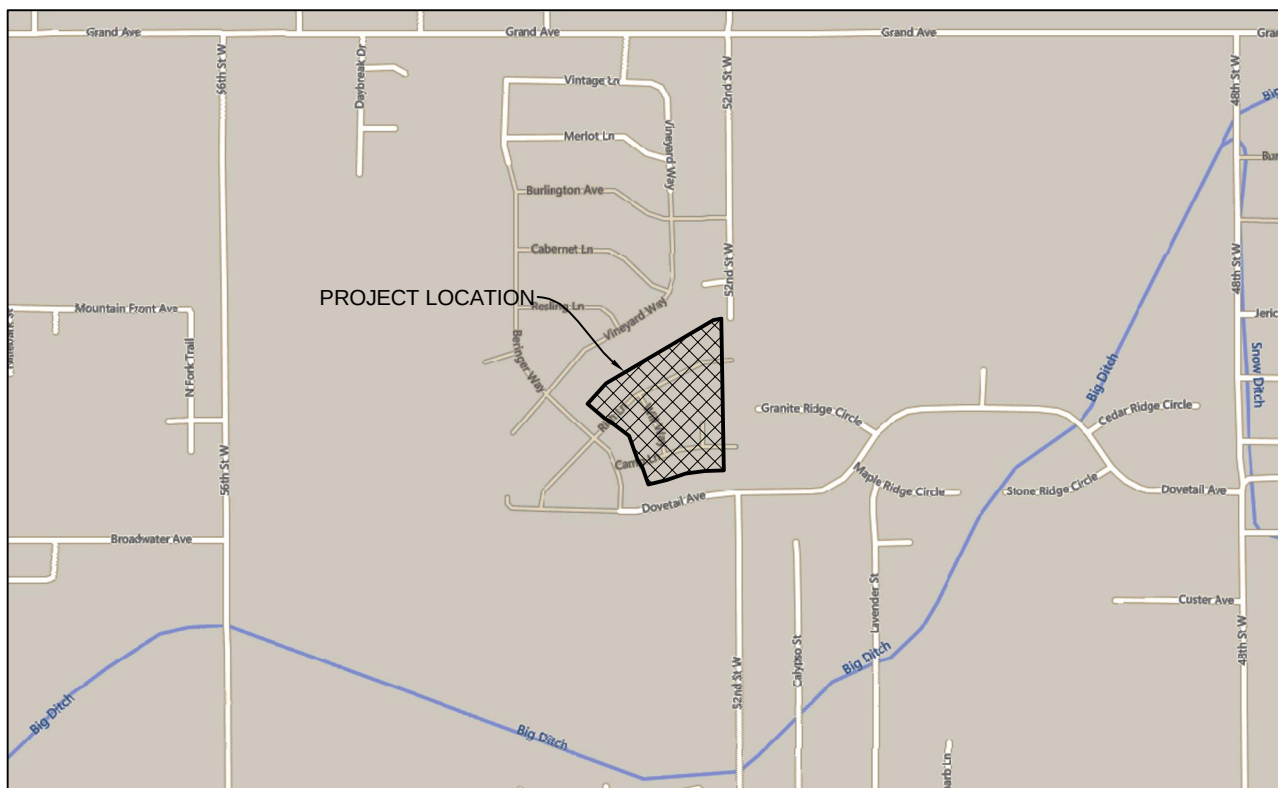
## LEGEND

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

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



VICINITY MAP  
1" = 1000'



Return to:  
WWC Engineering  
550 S. 24<sup>th</sup> St. W. Ste. 201  
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL  
IMPROVEMENT DISTRICTS  
AMENDED PLAT OF LEGACY SUBDIVISION, Being a Vacation of Lots 6  
through 9 inclusive of Block 2, Lots 1 through 10 inclusive of Block 3, Lots 2  
through 4 inclusive of Block 4, Lots 2 through 8 inclusive of Block 5, The entirety  
of Will Way, and portions of Rich Lane and Camp Lane  
CITY OF BILLINGS  
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**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL  
IMPROVEMENT DISTRICTS**

**AMENDED PLAT OF LEGACY SUBDIVISION, Being a Vacation of  
Lots 6 through 9 inclusive of Block 2, Lots 1 through 10 inclusive of  
Block 3, Lots 2 through 4 inclusive of Block 4, Lots 2 through 8 inclusive  
of Block 5, The entirety of Will Way, and portions of Rich Lane and  
Camp Lane**

**This agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **LEGACY LLC**, whose address for the purpose of this agreement is **353 Old Hays Road, POB 470, Hays, MT 59527**, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, the plat of Amended Plat of Legacy Subdivision, Being a Vacation of Lots 6 through 9 inclusive of Block 2, Lots 1 through 10 inclusive of Block 3, Lots 2 through 4 inclusive of Block 4, Lots 2 through 8 inclusive of Block 5, The entirety of Will Way, and portions of Rich Lane and Camp Lane, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, at a regular meeting conducted on 11<sup>th</sup> day of July, 2022, the City Council conditionally approved a preliminary plat of Amended Plat of Legacy Subdivision, Being a Vacation of Lots 6 through 9 inclusive of Block 2, Lots 1 through 10 inclusive of Block 3, Lots 2 through 4 inclusive of Block 4, Lots 2 through 8 inclusive of Block 5, The entirety of Will Way, and portions of Rich Lane and Camp Lane; and

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

**WHEREAS**, the provisions of this agreement shall be effective and applicable to Amended Plat of Legacy Subdivision, Being a Vacation of Lots 6 through 9 inclusive of Block 2, Lots 1 through 10 inclusive of Block 3, Lots 2 through 4 inclusive of Block 4, Lots 2 through 8 inclusive of Block 5, The entirety of Will Way, and portions of Rich Lane and Camp Lane upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

**I. VARIANCES**

Subdivider has requested no variances.

**II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS**

- A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.
- B.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- C.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- D.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

**III. TRANSPORTATION**

**A. Streets**

- No public rights-of-way, paving, sidewalks, street lighting, traffic control devices, or curb and gutter are to be installed with this Subdivision.
- Access to the single lot is provided via either 52<sup>nd</sup> Street West, Rich Lane, or Camp Lane. As the Subdivision is only one lot, public transit is not provided with this Subdivision.
- Camp Lane and Rich Lane have public Right-of-Way within the one lot vacated as part of this Subdivision.

**B. Sidewalks**

- No sidewalks are to be constructed with this Subdivision.

**C. Street Lighting**

- No street lighting is to be constructed with this Subdivision. However, street lighting is included in the Waiver of Right to Protest.

**D. Traffic Control Devices**

- No traffic signals are anticipated within this Subdivision but are included in the Waiver of Right to Protest.

**E. Access**

- Access to the single lot is provided via either 52<sup>nd</sup> Street West, Beringer Way, or Dovetail Avenue.

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

- This Subdivision is located within the jurisdiction of the BABTMP but there are no trails proposed within this Subdivision.

**G. Public Transit**

- This Subdivision does not require improvements to ensure public transit service. The nearest public transit stop is at the intersection of Shiloh Road and Broadwater and Shiloh Road and Grand Avenue.

**IV. EMERGENCY SERVICES**

- Emergency service access to the Subdivision will be provided to the edge of the Subdivision via Beringer Way, Dovetail Avenue, and 52<sup>nd</sup> Street West, all of which were constructed as part of Private Contract Number P-752 improvements. No additional access is to be installed with this Subdivision.

**V. STORM DRAINAGE**

- No facilities are to be constructed with this Subdivision. Storm drainage will remain as has historically taken place on the property.

**VI. UTILITIES**

- The Subdivision consists of a single lot and there are no utilities to be installed with this Subdivision.

**A. Water**

- No water lines are to be installed with this Subdivision.

**B. Sanitary Sewer**

- No additional sewer lines are to be installed with this Subdivision.
- There are two (2) existing sewer manholes and sanitary mains within the property and have an easement as part of the vacation of public right-of-way per 7-14-4115, M.C.A.

**C. Power, Telephone, Gas, and Cable Television**

- No new private utilities are to be installed with this Subdivision.

**VII. PARKS/OPEN SPACE**

- There is no parkland dedication with this Subdivision. The parkland requirements were previously met by Legacy Subdivision.

**VIII. IRRIGATION**

- The lateral supply ditch running north-south through the property is piped as part of Private Contract Number P-752 and no additional improvements are required. All irrigation rights associated with this property shall be terminated and no longer transferred to any properties undergoing residential development.
- An existing 60-foot Right-of-Way granted to Big Ditch is located along the northern edge of the Amended Plat of Legacy Subdivision, Being a Vacation of Lots 6 through 9 inclusive of Block 2, Lots 1 through 10 inclusive of Block 3, Lots 2 through 4 inclusive of Block 4, Lots 2 through 8 inclusive of Block 5, The entirety of Will Way, and portions of Rich Lane and Camp Lane.

**IX. SOILS/GEOTECHNICAL STUDY**

- No facilities are to be constructed with this Subdivision. As such, a geotechnical study is not included.

**X. PHASING OF IMPROVEMENTS**

- No improvements are to be installed with this Subdivision. As such, no phasing is required.

**XI. FINANCIAL GUARANTEES**

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

**XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER**

- A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.
- D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

“SUBDIVIDER”

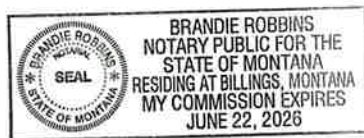
LEGACY LLC

By: [Signature]

Title: Manager

STATE OF MONTANA     )  
                                      : ss  
County of                     )

On this 24 day of February, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Doug Wild, known to me to be the manager of LEGACY LLC, who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Brandie Robbins  
Notary Public in and for the State of Montana  
Printed Name: Brandie Robbins  
Residing at: Billings, Montana  
My commission expires: June 22, 2026

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:

*Amended Plat of Legacy Subdivision, Being a Vacation of Lots 6 through 9 inclusive of Block 2, Lots 1 through 10 inclusive of Block 3, Lots 2 through 4 inclusive of Block 4, Lots 2 through 8 inclusive of Block 5, The entirety of Will Way, and portions of Rich Lane and Camp Lane.*

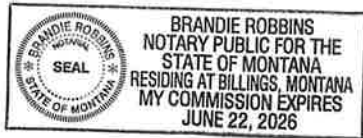
Signed and dated this 24 day of Feb, 20 23

Legacy LLC



STATE OF MONTANA     )  
                                      : ss  
County of Yellowstone    )

On this 24 day of February, 20 23, before me, a Notary Public in and for the State of Montana, personally appeared Doug Wild, known to me to be the manager, of LEGACY LLC, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.



Brandie Robbins  
Notary Public in and for the State of Montana  
Printed Name: Brandie Robbins  
Residing at: Billings, Montana  
My commission expires: June 22, 2026



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

CITY OF  
**Billings**  
MAYOR'S OFFICE

July 11, 2022

Doug Wild  
C/O WWC Engineering  
550 S. 24<sup>th</sup> ST W. Ste 201  
Billings, MT 59102

Dear Applicant:

On July 11, 2022, the Billings City Council conditionally approved the preliminary plat of Legacy Subdivision, Vacation Plat, subject to the following conditions of approval:

1. To ensure the vacation of public streets previously platted, prior to final plat approval, the applicant will complete the road vacation process with City of Billings Engineering Department.
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](mailto:greend@billingsmt.gov)

Sincerely,

  
William A. Cole, Mayor

## City Council Regular

**Date:** 03/27/2023  
**Title:** Legacy Subdivision, 2nd Filing - Major 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 Legacy Subdivision, 2nd filing.

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

On March 1, WWC Engineering applied for final major plat approval for Legacy Subdivision, 2nd Filing. The proposed subdivision creates 26 lots. The subject property is generally located west of 52nd Street West and east of Beringer Way, south of the Big Ditch. The property is zoned Neighborhood 3 (N3). This parcel is proposed to be for residential development.

### 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 Legacy Subdivision, 2nd Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows: 76-3-611. Review of final plat.

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

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

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

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

### FISCAL EFFECTS

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

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### Attachments

Final Plat  
Final SIA  
Conditions of Approval

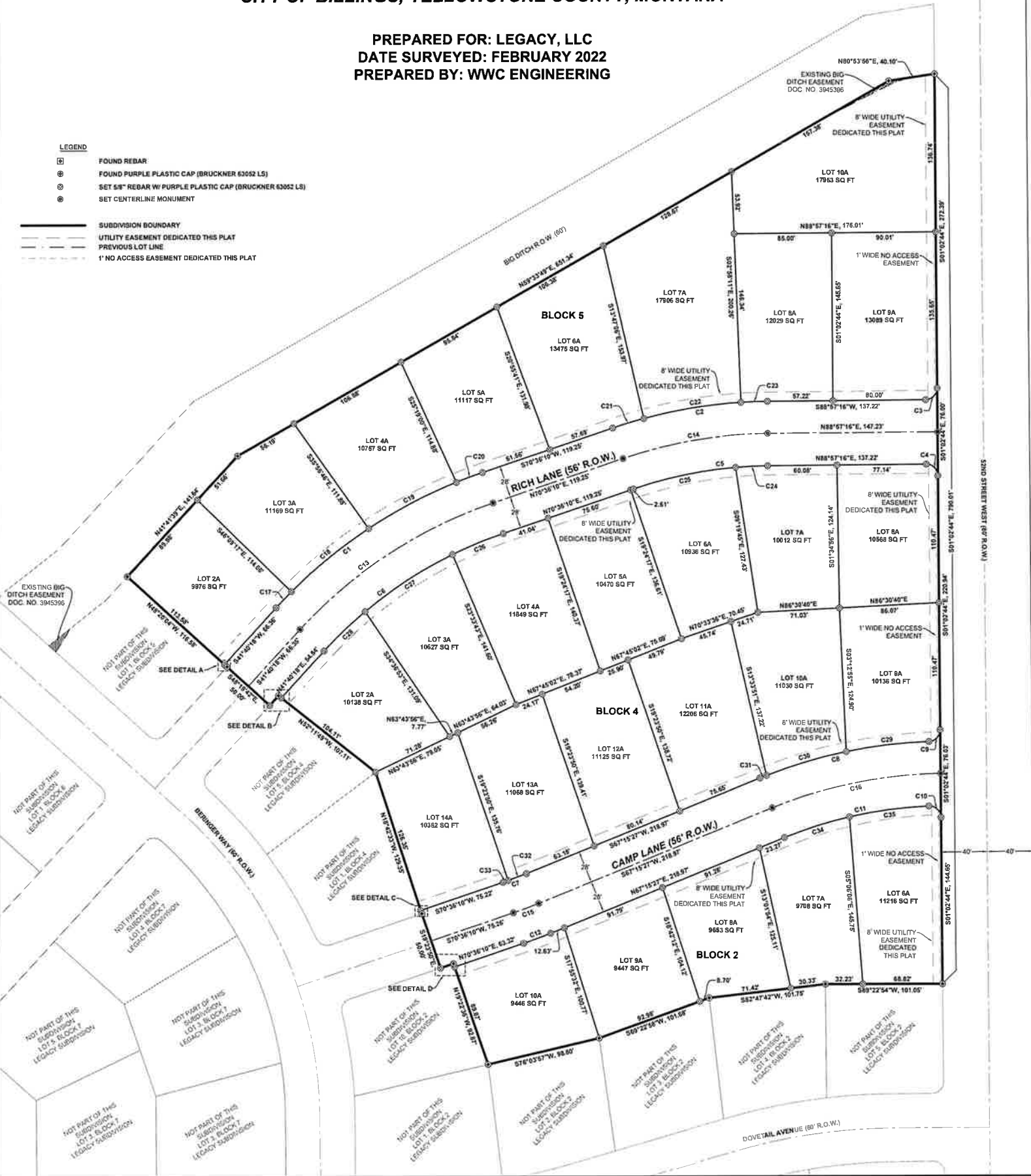
# PLAT OF LEGACY SUBDIVISION, 2ND FILING

BEING LOT 1, OF BLOCK 1 AMENDED PLAT OF LEGACY SUBDIVISION, DOCUMENT NO. \_\_\_\_\_  
WITHIN NW1/4 OF SECTION 4, T01S, R25E, P.M.M.  
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: LEGACY, LLC  
DATE SURVEYED: FEBRUARY 2022  
PREPARED BY: WWC ENGINEERING

LEGEND  
[Symbol] FOUND REDBAR  
[Symbol] FOUND PURPLE PLASTIC CAP (BRUCKNER 63052 LS)  
[Symbol] SET 5/8" REDBAR W/ PURPLE PLASTIC CAP (BRUCKNER 63052 LS)  
[Symbol] SET CENTERLINE MONUMENT

SUBDIVISION BOUNDARY  
UTILITY EASEMENT DEDICATED THIS PLAT  
PREVIOUS LOT LINE  
1' NO ACCESS EASEMENT DEDICATED THIS PLAT



## LEGAL DESCRIPTION AND PROPERTY OWNER CERTIFICATE OF DEDICATION

State of Montana )  
County of Yellowstone )

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

The parcel situated in the NW1/4 of Section 4, T01S, R25E, P.M.M., City of Billings, Yellowstone County, Montana, and more particularly described as Lot 1, of Block 1 Amended Plat of Legacy Subdivision Document No. \_\_\_\_\_, said tract containing 8.51 gross acres and 7.06 net acres, more or less

The above described tract of land is to be known and designated as LEGACY SUBDIVISION, 2ND FILING. The undersigned do hereby grant unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair, removal of lines over, under and across the areas designated on the plat as Utility Easement to have and hold forever. The lands designated as public right-of-way are hereby granted and dedicated to the use of the public forever shall include the portions of Rich Lane and Camp Lane as shown on the plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Legacy LLC, A Fort Belknap Indian Community Limited Liability Company  
Doug Wild, A Member Representative

## ACKNOWLEDGMENTS

State of Montana )  
County of Yellowstone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned a notary public for the State of \_\_\_\_\_, personally appeared Doug Wild, A Member Representative of Legacy LLC, A Fort Belknap Indian Community Limited Liability Company known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for the State of \_\_\_\_\_

## CERTIFICATE OF CITY ATTORNEY

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Reviewed by \_\_\_\_\_

## ERRORS AND OMISSIONS REVIEW

Reviewed for errors and omissions in calculations and drafting this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ pursuant to section 76-3-611(2)(a), M.C.A.

Examining Land Surveyor  
Reg. No. \_\_\_\_\_

## CERTIFICATE OF COUNTY TREASURER

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Deputy Treasurer  
Yellowstone County, Montana

## CERTIFICATE OF SURVEYOR

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of January 2022, a survey was performed under his supervision of a tract of land to be known as LEGACY SUBDIVISION, 2ND FILING, in accordance with the request of the owner thereof and in conformance with Montana Subdivision and Platting Act; said subdivision being in accordance with the Landowner's Certificate and as shown on the plat, that the monuments found and set are of the character and occupy the positions herein.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

John Bruckner  
Registration Number 63052 LS



## CERTIFICATE OF CITY ENGINEER'S OFFICE

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

City Engineer's Office

## CERTIFICATE OF FILING BY CLERK AND RECORDER

## NOTICE OF APPROVAL

STATE OF MONTANA )  
County of Yellowstone )

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

Date \_\_\_\_\_ President \_\_\_\_\_

Executive Secretary \_\_\_\_\_

## CERTIFICATE OF CITY COUNCIL APPROVAL

The City Council of the City of Billings, Yellowstone County, Montana does hereby certify that the accompanying PLAT OF LEGACY SUBDIVISION, 2ND FILING has been duly examined and have found the same to conform to the law and hereby approve it.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CITY OF BILLINGS, MONTANA

BY: Mayor \_\_\_\_\_

ATTEST: City Clerk \_\_\_\_\_

| Curve Table |         |         |           |               |              |
|-------------|---------|---------|-----------|---------------|--------------|
| Curve No    | Radius  | Length  | Delta     | Chord Bearing | Chord Length |
| C1          | 428.00' | 216.12' | 28°55'52" | N56°08'14"E   | 213.83'      |
| C2          | 428.00' | 137.09' | 18°21'06" | N79°46'43"E   | 136.51'      |
| C3          | 10.00'  | 15.72'  | 90°03'41" | N43°59'02"E   | 14.15'       |
| C4          | 10.00'  | 15.71'  | 89°58'56" | S46°04'18"E   | 14.15'       |
| C5          | 372.00' | 119.15' | 18°21'06" | N79°46'43"E   | 118.65'      |
| C6          | 372.00' | 187.84' | 28°55'52" | N56°08'14"E   | 185.85'      |
| C7          | 372.00' | 21.72'  | 3°20'44"  | S68°55'48"W   | 21.72'       |
| C8          | 428.00' | 150.37' | 20°07'48" | S77°19'21"W   | 149.81'      |
| C9          | 10.00'  | 15.44'  | 88°28'03" | S43°11'01"W   | 13.96'       |
| C10         | 10.00'  | 18.04'  | 91°53'40" | N47°00'08"W   | 14.38'       |
| C11         | 372.00' | 128.56' | 19°48'05" | S77°09'28"W   | 127.93'      |
| C12         | 428.00' | 24.99'  | 3°20'44"  | S68°55'48"W   | 24.99'       |
| C13         | 400.00' | 201.98' | 28°55'52" | N56°08'14"E   | 199.84'      |
| C14         | 400.00' | 128.12' | 18°21'06" | N79°46'43"E   | 127.58'      |
| C15         | 400.00' | 23.36'  | 3°20'44"  | N68°55'48"E   | 23.36'       |
| C16         | 400.00' | 148.50' | 21°24'52" | S77°57'53"W   | 148.64'      |
| C17         | 428.00' | 19.30'  | 2°34'58"  | N42°57'48"E   | 19.30'       |
| C18         | 428.00' | 86.53'  | 11°35'02" | N50°02'48"E   | 86.39'       |
| C19         | 428.00' | 86.09'  | 11°31'28" | N61°36'04"E   | 85.95'       |
| C20         | 428.00' | 24.20'  | 3°14'22"  | N68°58'59"E   | 24.20'       |
| C21         | 428.00' | 28.16'  | 3°46'11"  | N72°28'16"E   | 28.16'       |
| C22         | 428.00' | 86.04'  | 11°31'07" | N80°07'55"E   | 85.91'       |
| C23         | 428.00' | 22.88'  | 3°03'47"  | N87°25'22"E   | 22.88'       |
| C24         | 372.00' | 28.11'  | 4°19'49"  | N86°47'22"E   | 28.11'       |
| C25         | 372.00' | 91.04'  | 14°01'17" | N77°36'49"E   | 90.81'       |
| C26         | 372.00' | 47.83'  | 7°20'12"  | N66°56'04"E   | 47.61'       |
| C27         | 372.00' | 90.74'  | 13°58'32" | N58°16'42"E   | 90.52'       |
| C28         | 372.00' | 49.47'  | 7°37'08"  | N45°28'52"E   | 49.43'       |
| C29         | 428.00' | 72.06'  | 9°38'50"  | S82°33'50"W   | 71.96'       |
| C30         | 428.00' | 72.30'  | 9°40'45"  | S72°54'03"W   | 72.22'       |
| C31         | 428.00' | 6.01'   | 0°48'14"  | S67°39'34"W   | 6.01'        |
| C32         | 372.00' | 16.94'  | 2°36'34"  | S68°33'44"W   | 16.95'       |
| C33         | 372.00' | 4.78'   | 0°44'09"  | S70°14'05"W   | 4.78'        |
| C34         | 372.00' | 59.12'  | 9°06'18"  | S71°48'36"W   | 59.00'       |
| C35         | 372.00' | 99.45'  | 10°41'46" | S61°42'38"W   | 99.35'       |

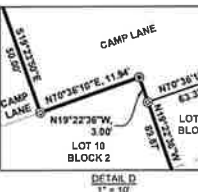
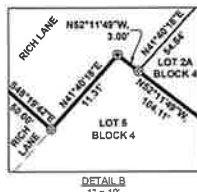
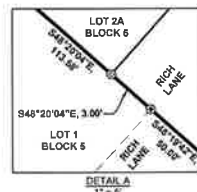
## VICINITY MAP

1"=1000'



SCALE 1"=50'

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



|                                                                  |                                                                                                                   |
|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| LEGACY SUBDIVISION,<br>2ND FILING<br>YELLOWSTONE COUNTY, MONTANA |                                                                                                                   |
| PREPARED FOR:                                                    | LEGACY, LLC<br>381 OLD PARK ROAD<br>BILLINGS, MT 59102                                                            |
| PREPARED BY:                                                     | WWC ENGINEERING<br>180 S. 24TH ST. W. SUITE 201<br>BILLINGS, MT 59102<br>(406) 594-2200<br>www.wwcengineering.com |
| PROJECT NO. 1142                                                 | DESIGNED BY: JWC                                                                                                  |
| REVISION                                                         | DRAWN BY: JWC                                                                                                     |
| BY                                                               | CHECKED BY: JWC                                                                                                   |
| DATE                                                             | DATE: 2/2/22                                                                                                      |
| SHEET NO. 1                                                      |                                                                                                                   |

Return to:  
WWC Engineering  
550 S. 24<sup>th</sup> St. W. Ste. 201  
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL  
IMPROVEMENT DISTRICTS  
LEGACY SUBDIVISION, 2<sup>nd</sup> FILING  
CITY OF BILLINGS  
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**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL  
IMPROVEMENT DISTRICTS**

**LEGACY SUBDIVISION, 2<sup>ND</sup> FILING**

**This agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **LEGACY LLC**, whose address for the purpose of this agreement is **353 Old Hays Road, POB 470, Hays, MT 59527**, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, the plat of Legacy Subdivision, 2<sup>nd</sup> Filing, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Board of Planning recommended conditional approval of a preliminary plat of Legacy Subdivision, 2<sup>nd</sup> Filing; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the City Council conditionally approved a preliminary plat of Legacy Subdivision, 2<sup>nd</sup> 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 Legacy Subdivision, 2<sup>nd</sup> Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

**I. VARIANCES**

Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City’s Subdivision Regulations (Section 23.1101, BMCC):

Variance #1: 23-406(A.6) to allow a 296-foot temporary dead end on 52<sup>nd</sup> Street West with no turnaround in lieu of standard turnaround requirements for streets with dead-ends greater than 150-feet.

## **II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS**

- A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.
- B.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- C.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction. It is recommended that a lot specific geotechnical report be obtained prior to home construction.
- D.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- F.** The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

- G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.
- H. Due to the potential flood waters from the Cove Creek Drainage, the main finish floor of each house is recommended to be a minimum of 18 inches above the top of curb elevation in the front of each lot.

### **III. TRANSPORTATION**

#### **A. Streets**

- A 56-foot right-of-way for Rich Lane and Camp Lane will be dedicated with this subdivision. 40-feet of right-of-way for 52nd Street West was dedicated in the previous filing, and an additional 40-feet of right-of-way was dedicated by Oak Ridge Estates Subdivision, for a total of 80-feet of right-of-way. Only 40-feet of right-of-way is dedicated from the previous filing adjacent to Parcel 2C of Certificate of Survey 2990 as no right-of-way has been dedicated from said Parcel.
- Private Contract P-788 shall construct public streets and curb and gutter with the subdivision. All roads shall be 34 feet back-of-curb to back-of-curb. These access roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site improvement ordinance and shall be reviewed and approved by the City Engineer prior to construction.
- A traffic accessibility study has been completed for the subdivision as part of the original SIA. As general layout of the improvements did not change enough to alter traffic analysis, prior SIA conclusions shall be utilized. All required improvements and permits identified therein shall be completed by the Developer at the Developer's expense. These are more specifically identified as follows:
  - i. 52nd Street West shall be constructed with curb and gutter with a 30-foot half street asphalt section along the property frontage where 80-feet of right-of-way is dedicated. A 28-foot half street asphalt section shall be constructed where 40-feet of right-of-way is dedicated, including transition areas where the road deviates from the platted centerline. A "ROAD CLOSED" sign shall be installed on 52nd Street West at a location approved by the City Engineering Department. A culvert will be installed by the developer for a future road crossing of Big Ditch on 52nd Street West, as approved by the City Engineering Department.

**B. Sidewalks**

- Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction and shall be included in each building permit.
- Sidewalks shall be 5-feet wide with 5-foot wide boulevard along Rich Lane and Camp Lane.
- Sidewalks shall be 5-feet wide with 10-foot wide boulevard along 52<sup>nd</sup> Street West where 80-feet of right-of-way is dedicated.
- Sidewalks shall be 5-feet wide with 5-foot wide boulevard along 52<sup>nd</sup> Street West where 40-feet of right-of-way is dedicated, if applicable, including transition areas where the road deviates from the platted centerline.

**C. Street Lighting**

- No street lighting is proposed for this development. However, street lighting is included in the Waiver of Right to Protest.

**D. Traffic Control Devices**

- No traffic signals are anticipated within this development but are included in the Waiver of Right to Protest.

**E. Access**

- Access to the lots will be from drive approaches installed at the time of the lot development.
- A 2-foot No Access Easement is dedicated along 52<sup>nd</sup> Street West with this development includes the east line of the following lots:
  - Lot 9A, Block 5
  - Lot 8A and 9A, Block 4
  - Lot 6A, Block 2

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

- This development is located within the jurisdiction of the BABTMP but there are no trails proposed with this development.

**G. Public Transit**

- This development does not require improvements to ensure public transit service. The nearest public transit stop is at the intersection of Shiloh Road and Broadwater and Shiloh Road and Grand Avenue.

#### **IV. EMERGENCY SERVICES**

- Emergency service access to the Subdivision will be provided via Beringer Way, Dovetail Avenue, and a small portion of 52<sup>nd</sup> Street West, all of which were constructed as part of Private Contract Number P-752 improvements.
- 52<sup>nd</sup> Street West will have a ditch crossing installed over Big Ditch. This will have a 20' gravel road section capable of supporting a 40-ton vehicle. Two bollards with a chain will be installed on the Legacy 2<sup>nd</sup> Filing side of Big Ditch right-of-way. A road closed sign and fire department emergency access sign will be attached to the bollards.
- At the time of future lot development construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

#### **V. STORM DRAINAGE**

- Storm drainage shall be provided by a combination of surface drainage, curb and gutters, and underground storm pipe. Stormwater detention, constructed under Private Contract Number P-752, is provided on Lot 1 of Block 1 of Legacy Subdivision. Said pond shall be extended to provide additional volume for Legacy Subdivision, 2<sup>nd</sup> Filing. Stormwater for

Private Contract Number P-752 and Legacy Subdivision, 2<sup>nd</sup> Filing will ultimately be provided on Lots 1 and 2 of Block 1 of Legacy Subdivision, or on other Subdivision lots provided the requisite detention volume is provided and the stormwater plan is approved by the engineering department. All drainage improvements, including the sizing of storage, will be subject to review and approval by the engineering department and in conformance with the *Stormwater Management Manual* in place at the time of platting and Section 23-706, BMCC.

- Stormwater detention facilities, including internal pond piping, inlets, structures, pond slopes and vegetation, shall be maintained through the Legacy Subdivision HOA as outlined in the HOA Stormwater Maintenance Agreement.

## **VI. UTILITIES**

- The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.
- It is acknowledged that the properties subject to this Subdivision Improvements Agreement shall be subject to the appropriate water and wastewater local and interior construction fees in effect at the time of payment. Fees shall be paid for the lots in each phase 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 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**

- As part of Private Contract Number P-752, an 8-inch water main is installed in Beringer Way and stubbed to the Legacy Subdivision, 2<sup>nd</sup> Filing boundary along Rich Lane and Camp Lane. A 12-inch main is

stubbed north from Dovetail Avenue along 52<sup>nd</sup> Street West to the Legacy Subdivision, 2<sup>nd</sup> Filing boundary. An 8-inch water main will tie into the 8-inch water main in Rich Lane and Camp Lane. Provisions shall be made for the looping of the interior Legacy Subdivision, 2<sup>nd</sup> Filing water mains to connect to the main in Beringer Way. Interior mains will be 8-inch along Rich Lane and Camp Lane, and a 12-inch along 52<sup>nd</sup> Street West. Private Contract Number P-752 and Legacy Subdivision, 2<sup>nd</sup> Filing will be looped to the 8-inch main feeding the entire subdivision at the south edge of Vintage Estates. A temporary dead end 12-inch main will be located at the north edge of Legacy Subdivision, 2<sup>nd</sup> Filing on the north end of 52<sup>nd</sup> Street West, which will be extended at the same times as the 52<sup>nd</sup> Street road extension crossing Big Ditch. Water services will be installed for all lots within the subdivision.

#### **B. Sanitary Sewer**

- Currently, an 8-inch sanitary sewer main runs in Beringer Way to a lift station located near the southern boundary of Private Contract Number P-752. Existing mains are extended from the Beringer Way main into Legacy Subdivision, 2<sup>nd</sup> Filing along Rich Lane and Camp Lane. The Subdivider will extend 8-inch lateral sanitary sewer lines from the existing mains in Rich Lane and Camp Lane to the east, and Rich Lane will continue north in 52<sup>nd</sup> Street West. Subdivider and City also agree provisions shall be made to the sewer main in 52<sup>nd</sup> Street West to allow for future flows from Parcel 2C of C.O.S. 2990. Sewer services will be installed for all lots within the subdivision.

#### **C. Power, Telephone, Gas, and Cable Television**

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

### **VII. PARKS/OPEN SPACE**

- There is no parkland dedication with this subdivision. The parkland requirements were previously met by Legacy Subdivision.

### **VIII. IRRIGATION**

- The lateral supply ditch running north-south through the property is piped as part of Private Contract Number P-752 and no additional improvements are required. All irrigation rights associated with this property shall be terminated and no longer transferred to any properties undergoing residential development.
- An existing 60-foot right-of-way granted to Big Ditch is located along the northern edge of Legacy Subdivision, 2<sup>nd</sup> Filing.

**IX. SOILS/GEOTECHNICAL STUDY**

- A preliminary geotechnical analysis was performed for this property by Rimrock Engineering in 2019. This preliminary investigation does not include testing for foundations design and settlement analysis.
- According to the International Building Code, most of the soils classified on this site would require foundation drainage. This issue would be addressed at the time the foundation elevation is determined for each specific site. Because of these potential soil and foundation issues, the lot owner, prior to constructing structures on this site, will complete a design level geotechnical investigation.

**X. PHASING OF IMPROVEMENTS**

- There will be no phasing for the improvements.

**XI. FINANCIAL GUARANTEES**

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

**XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER**

- A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.
- D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

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

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

“SUBDIVIDER”

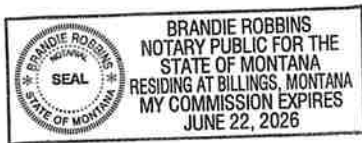
LEGACY LLC

By: [Signature]

Title: Manager

STATE OF MONTANA     )  
                                          : SS  
County of                             )

On this 24 day of February, 2023 before me, a Notary Public in and for the State of Montana, personally appeared Doug Wild, known to me to be the manager of LEGACY LLC, who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Brandie Robbins  
Notary Public in and for the State of Montana  
Printed Name: Brandie Robbins  
Residing at: Billings, Montana  
My commission expires: June 22, 2026

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.

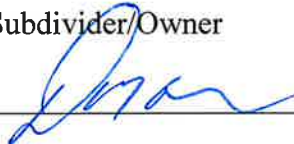
This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

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

*Legacy Subdivision, 2<sup>nd</sup> Filing*

Signed and dated this 24 day of Feb, 2023.

Subdivider/Owner



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County of Yellowstone )

On this 24 day of February, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Doug Wild, known to me to be the manager/subdivider of LEGACY LLC, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same. owner

My commission expires: June 22, 2024



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

CITY OF  
**Billings**  
MAYOR'S OFFICE

July 25, 2022

Doug Wild  
C/O WWC Engineering  
550 S. 24<sup>th</sup> ST W. Ste 201  
Billings, MT 59102

Dear Applicant:

On July 25, 2022, the Billings City Council conditionally approved the preliminary plat of Legacy Subdivision, 2<sup>nd</sup> Filing, subject to the following conditions of approval:

1. To protect public health and safety and ensure a temporary turn around or other road connection is defined, prior to final plat approval the applicant will provide easement or appropriate agreement documents for a temporary turn around at the north end of 52nd Street West on the south side of the Big Ditch, or other means of continued connection as approved by City Fire and Engineering. This will also be defined in the SIA under the heading III Transportation.
2. To protect public health and safety and to ensure sidewalk continuity, prior to final plat approval the applicant will add paragraph language in the SIA under the heading III Transportation 3, The developer will install all required ADA ramps at the intersections within the proposed subdivision and in front of any lots with public infrastructure on them.
3. To minimize the effects on local service, prior to final plat approval the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
4. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
5. The final plat shall comply with all requirements of the City of Billings Subdivision regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

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

Sincerely,

  
William A. Cole, Mayor

## City Council Regular

**Date:** 03/27/2023  
**Title:** Payment of Claims for week of February 21, 2023  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** No  
**Legal Review** Not Applicable

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### RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$1,947,448.76 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

### Payment Approval Process

Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment.

First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment.

Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached.

If the payment is greater than \$1,000, then it must be approved by the Finance Director or designee. If that payment is greater than \$10,000, then it must be approved by the City Administrator or Assistant City Administrator.

Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of \$2,500 is generated and placed on the next City Council meeting for review.

### ALTERNATIVES

- No other alternatives were analyzed

### FISCAL EFFECTS

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

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### Attachments

CouncilMemo wk of 02212023

| Check Date | Check# | Name                 | Fund Name     | Amount        | Item Desc                                                       |
|------------|--------|----------------------|---------------|---------------|-----------------------------------------------------------------|
| 02/21/2023 | 859377 | Airpro               | Public Safety | \$ 849.00     | 17906                                                           |
| 02/21/2023 | 859377 | Airpro               | Public Safety | \$ 60.30      | 17906                                                           |
| 02/21/2023 | 859377 | Airpro               | Public Safety | \$ 498.00     | 17906                                                           |
| 02/21/2023 | 859377 | Airpro               | Public Safety | \$ 1,770.00   | 17906                                                           |
| 02/21/2023 | 859377 | Airpro               | Public Safety | \$ 235.00     | 17906                                                           |
| 02/21/2023 | 859380 | Altitude Signal      | Arterial Str  | \$ 137,765.00 | WO 22-99 Signal Equipment Purchase Agreement                    |
| 02/21/2023 | 859385 | AT Architecture      | Public Safety | \$ 3,825.00   | FIRE STATION 8: REMODEL. ARCHITECTURAL DRAWINGS                 |
| 02/21/2023 | 859388 | Beartooth Enviro     | Solid Waste   | \$ 9,292.49   | 023811422JJK Drummed waste disposal 2/10/2023                   |
| 02/21/2023 | 859391 | Billings Insulation  | Water         | \$ 9,875.25   | Service Agreement to Replace Blown In In                        |
| 02/21/2023 | 859393 | Billings Tourism     | Tour BID#2    | \$ 35,399.12  | Paid January Distributed February 2023                          |
| 02/21/2023 | ACH    | Border States        | Wastewater    | \$ 4,258.24   | FY23 TRP Computer Replacement - 4 WRF Te                        |
| 02/21/2023 | ACH    | Border States        | Wastewater    | \$ 98.46      | UPS Neutral/Control Wire WRF                                    |
| 02/21/2023 | ACH    | Border States        | Water         | \$ 122.16     | Addtl Breakers for High Service Panel WT                        |
| 02/21/2023 | ACH    | Border States        | Water         | \$ 1,148.66   | FY23 TRP Computer Replacement, WTP Labte                        |
| 02/21/2023 | ACH    | Border States        | Water         | \$ 321.18     | H1 HS                                                           |
| 02/21/2023 | ACH    | Border States        | Water         | \$ 14,004.96  | Replacement VFD for Staples Pump Station                        |
| 02/21/2023 | ACH    | Border States        | Water         | \$ 141.18     | Staples Vault part                                              |
| 02/21/2023 | ACH    | Border States        | Water         | \$ 385.76     | Staples VFD Control Panel Replacement WT                        |
| 02/21/2023 | ACH    | Border States        | Water         | \$ 214.14     | Transfer Pump Control Panels                                    |
| 02/21/2023 | ACH    | Border States        | Water         | \$ 1,391.43   | Willett and Cedar Park parts                                    |
| 02/21/2023 | 859395 | Brenntag Pacific     | Airport       | \$ 3,806.60   | Street De-Ice Fluid                                             |
| 02/21/2023 | 859395 | Brenntag Pacific     | Wastewater    | \$ 3,121.65   | Chemical Supplies                                               |
| 02/21/2023 | 859395 | Brenntag Pacific     | Wastewater    | \$ 6,275.00   | Chemical Supplies                                               |
| 02/21/2023 | 859397 | Business Tax Section | Airport       | \$ 1,729.16   | AIP-73 Restaurant Build Out-Amendment 3- Eligible For Reimburse |
| 02/21/2023 | 859397 | Business Tax Section | Airport       | \$ 146.28     | AIP-73 Restaurant Build Out-Amendment 3- Ineligible Cost        |
| 02/21/2023 | 859397 | Business Tax Section | Facilities    | \$ 50.50      | Maintenance and Repair at the Stillwater Building               |
| 02/21/2023 | 859397 | Business Tax Section | Park Dist 1   | \$ 1,199.41   | WO 22-32 Riverfront Park Trail                                  |
| 02/21/2023 | 859397 | Business Tax Section | Solid Waste   | \$ 4,191.72   | WO 22-37 Landfill Drop-Off Building Repairs                     |
| 02/21/2023 | 859397 | Business Tax Section | Solid Waste   | \$ 2,011.27   | WO 22-37 Landfill Drop-Off Building Repairs                     |
| 02/21/2023 | 859397 | Business Tax Section | Stillwater    | \$ 618.00     | Asbestos Removal at Stillwater Building                         |
| 02/21/2023 | 859397 | Business Tax Section | Wastewater    | \$ 3,112.77   | WO 22-10 Alkali Cr Water & Sewer Extension                      |
| 02/21/2023 | 859397 | Business Tax Section | Water         | \$ 99.75      | Service Agreement to Replace Blown In In                        |
| 02/21/2023 | 859397 | Business Tax Section | Water         | \$ 1,697.37   | WO 22-10 Alkali Cr Water & Sewer Extension                      |
| 02/21/2023 | 859413 | Dell Marketing       | Wastewater    | \$ 16,719.90  | Replacement Host Servers WTP FY23 TRP                           |

| Check Date | Check# | Name                   | Fund Name      | Amount       | Item Desc                                                     |
|------------|--------|------------------------|----------------|--------------|---------------------------------------------------------------|
| 02/21/2023 | 859413 | Dell Marketing         | Water          | \$ 16,719.90 | Replacement Host Servers WTP FY23 TRP                         |
| 02/21/2023 | 859415 | Dept Enviro Quality    | Wastewater     | \$ 4,251.60  | WO 23-01 2023 Water and Sewer Replacement - Contract 2 Sewer  |
| 02/21/2023 | 859415 | Dept Enviro Quality    | Water          | \$ 3,278.00  | WO 23-01 2023 Water & Sewer Replacement - Contract 1 Water    |
| 02/21/2023 | 859417 | DOWL                   | Arterial Str   | \$ 4,366.70  | 24th St W/Central Ave Signal Improvements; Payment 25 Final   |
| 02/21/2023 | 859417 | DOWL                   | Storm Sewer    | \$ 12,233.75 | WO 20-24 West End Storm System Improvements                   |
| 02/21/2023 | 859417 | DOWL                   | Water          | \$ 55,980.95 | WO 22-44 Zone 1 Water Storage Improvements; Payment 6         |
| 02/21/2023 | 859418 | Downtown Blgs BID      | DT BID         | \$ 8,079.37  | BID Assessment; Paid January Distributed February 2023        |
| 02/21/2023 | 859418 | Downtown Blgs BID      | DT BID         | \$ 59,249.46 | Tax Year 2022; BID Assessment; Internal City Owned Properties |
| 02/21/2023 | 859422 | Enterprise Rac - Mt/Wy | PD Program     | \$ 1,537.00  | February, 2023 car.                                           |
| 02/21/2023 | 859422 | Enterprise Rac - Mt/Wy | PD Program     | \$ 3,726.16  | Rental Cars for January, 2023.                                |
| 02/21/2023 | 859425 | FCS                    | Storm Sewer    | \$ 18,050.07 | WO 20-37 Stormwater Utility Development; Payment 29           |
| 02/21/2023 | 859430 | GPE Controls           | Wastewater     | \$ 5,286.49  | WRF new pressure regulator for the waste burner flare         |
| 02/21/2023 | ACH    | HDR                    | Engineering    | \$ 1,261.14  | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | Engineering    | \$ 351.45    | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | Light Maint    | \$ 326.42    | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | Light Maint    | \$ 90.96     | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | P.W. Admin     | \$ 3,601.70  | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | P.W. Admin     | \$ 1,003.68  | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | Solid Waste    | \$ 1,468.87  | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | Solid Waste    | \$ 409.33    | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | Solid Waste    | \$ 3,012.22  | WO 22-37 Landfill Drop-off Bldg Repairs                       |
| 02/21/2023 | ACH    | HDR                    | Storm Sewer    | \$ 4,013.43  | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | Storm Sewer    | \$ 1,118.42  | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | Street/Traffic | \$ 4,944.46  | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | Street/Traffic | \$ 1,377.87  | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | Wastewater     | \$ 11,082.39 | WO 19-21 WRF Influent Lift Station                            |
| 02/21/2023 | ACH    | HDR                    | Wastewater     | \$ 5,400.70  | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | Wastewater     | \$ 1,505.01  | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | Wastewater     | \$ 40,116.97 | WO 20-44 WRF Nutrient Recovery Improvements Project           |
| 02/21/2023 | ACH    | HDR                    | Water          | \$ 27,913.31 | WO 19-12 West End Reservoir                                   |
| 02/21/2023 | ACH    | HDR                    | Water          | \$ 16,075.97 | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | Water          | \$ 4,479.88  | WO 20-33 Public Works GIS Services                            |
| 02/21/2023 | ACH    | HDR                    | Water          | \$ 17,815.21 | WO 22-11 Staples Reservoir Evaluation/Design                  |
| 02/21/2023 | ACH    | HDR                    | Water          | \$ 1,582.12  | WO 23-19 High Service Pump Station Piping Modifications       |

| Check Date | Check# | Name                   | Fund Name     | Amount       | Item Desc                          |
|------------|--------|------------------------|---------------|--------------|------------------------------------|
| 02/21/2023 | 859436 | Hughes Fire Equipt     | Public Safety | \$ 206.54    | 587035                             |
| 02/21/2023 | 859436 | Hughes Fire Equipt     | Public Safety | \$ 90.77     | 587035                             |
| 02/21/2023 | 859436 | Hughes Fire Equipt     | Public Safety | \$ 593.50    | 587161                             |
| 02/21/2023 | 859436 | Hughes Fire Equipt     | Public Safety | \$ 27.05     | 587161                             |
| 02/21/2023 | 859436 | Hughes Fire Equipt     | Public Safety | \$ 2,783.68  | 587445                             |
| 02/21/2023 | 859436 | Hughes Fire Equipt     | Public Safety | \$ 131.17    | 587445                             |
| 02/21/2023 | 859438 | InfoSend               | P.W. Admin    | \$ 2,879.03  | Mailing services 01/04/23-01/20/23 |
| 02/21/2023 | 859438 | InfoSend               | Solid Waste   | \$ 595.80    | Mailing services 01/04/23-01/20/23 |
| 02/21/2023 | 859438 | InfoSend               | P.W. Admin    | \$ 10,469.85 | Mailing services 01/04/23-01/20/23 |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 0.16      | 73447238                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 27.00     | 73447238                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 16.56     | 73447239                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 0.22      | 73447239                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 22.87     | 73447240                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 152.32    | 73447240                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 17.96     | 73447240                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 90.23     | 73447240                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 2.51      | 73447240                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 0.11      | 73447241                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 41.24     | 73447241                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 8.25      | 73452707                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 1.04      | 73452707                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 10.17     | 73452707                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 14.74     | 73452707                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 1.96      | 73452708                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 67.52     | 73452708                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 14.99     | 73452708                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 0.68      | 73811246                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 32.29     | 73811246                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 10.77     | 73811246                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 41.56     | 73811247                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 2.03      | 73811247                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 27.89     | 73811247                           |
| 02/21/2023 | 859440 | Ingram Library Service | Library       | \$ 12.87     | 73811247                           |

| Check Date | Check# | Name                   | Fund Name | Amount      | Item Desc |
|------------|--------|------------------------|-----------|-------------|-----------|
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 0.29     | 73811248  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 17.69    | 73811248  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 3.00     | 73866917  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 75.54    | 73866917  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 1,299.81 | 73866917  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 671.32   | 73866917  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 134.12   | 73866917  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 24.17    | 73866917  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 11.79    | 73866918  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 0.08     | 73912039  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 14.40    | 73912039  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 0.10     | 73912040  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 15.93    | 73912040  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 234.32   | 73912041  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 2.62     | 73912041  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 10.80    | 73912041  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 10.61    | 73912042  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 15.93    | 73912042  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 0.20     | 73912042  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 76.40    | 73961877  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 0.54     | 73961877  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 0.28     | 73961878  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 53.96    | 73961878  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 25.71    | 73961879  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 0.35     | 73961879  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 10.20    | 73961879  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 9.19     | 73961879  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 1.83     | 73961880  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 284.60   | 73961880  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 0.26     | 73967422  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 17.10    | 73967422  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 92.71    | 73967423  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 1.95     | 73967423  |
| 02/21/2023 | 859440 | Ingram Library Service | Library   | \$ 17.70    | 73967423  |

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| 02/21/2023 | 859440 | Ingram Library Service              | Library       | \$ 6.57      | 73967424                                                         |
| 02/21/2023 | 859440 | Ingram Library Service              | Library       | \$ 0.06      | 73967424                                                         |
| 02/21/2023 | 859440 | Ingram Library Service              | Library       | \$ 0.52      | 73967425                                                         |
| 02/21/2023 | 859440 | Ingram Library Service              | Library       | \$ 12.74     | 73967425                                                         |
| 02/21/2023 | 859440 | Ingram Library Service              | Library       | \$ 11.99     | 73967425                                                         |
| 02/21/2023 | 859440 | Ingram Library Service              | Library       | \$ 12.00     | 73967425                                                         |
| 02/21/2023 | 859442 | Invoice Cloud                       | Building      | \$ 105.86    | Invoice Cloud 01/01/23-01/31/23                                  |
| 02/21/2023 | 859442 | Invoice Cloud                       | City Ins Fund | \$ 298.10    | Invoice Cloud 01/01/23-01/31/23                                  |
| 02/21/2023 | 859442 | Invoice Cloud                       | Parking       | \$ 372.39    | Invoice Cloud 01/01/23-01/31/23                                  |
| 02/21/2023 | 859442 | Invoice Cloud                       | Solid Waste   | \$ 8,695.78  | Invoice Cloud 01/01/23-01/31/23                                  |
| 02/21/2023 | 859442 | Invoice Cloud                       | Wastewater    | \$ 9,292.13  | Invoice Cloud 01/01/23-01/31/23                                  |
| 02/21/2023 | 859442 | Invoice Cloud                       | Water         | \$ 12,299.19 | Invoice Cloud 01/01/23-01/31/23                                  |
| 02/21/2023 | 859446 | Junkermier,Clark,Campanella,Stevens | General       | \$ 25,000.00 | FY22 Audit Services; Progress Billing                            |
| 02/21/2023 | 859456 | Mead & Hunt                         | Airport       | \$ 3,058.75  | Consultant for Air Services and/or Air Carrier Proposals/Meeting |
| 02/21/2023 | 859463 | Morrison Maierle                    | Airport       | \$ 5,157.09  | AIP-73 Terminal Expansion - Eligible for Reimbursement           |
| 02/21/2023 | 859463 | Morrison Maierle                    | Airport       | \$ 573.01    | AIP-73 Terminal Expansion - Ineligible for Reimbursement         |
| 02/21/2023 | 859463 | Morrison Maierle                    | Airport       | \$ 484.76    | AIP-76 Terminal Expansion - eligible for local                   |
| 02/21/2023 | 859463 | Morrison Maierle                    | Airport       | \$ 1,563.85  | Airport Terminal Boiler Replacement Project                      |
| 02/21/2023 | 859463 | Morrison Maierle                    | Airport       | \$ 30,523.41 | Amendment #13 Terminal Expansion Project - Federal               |
| 02/21/2023 | 859463 | Morrison Maierle                    | Airport       | \$ 2,869.16  | Amendment #13 Terminal Expansion Project - Ineligible            |
| 02/21/2023 | 859463 | Morrison Maierle                    | Airport       | \$ 3,391.49  | Amendment #13 Terminal Expansion Project - Local                 |
| 02/21/2023 | 859463 | Morrison Maierle                    | Airport       | \$ 4,548.85  | Amendment #3 Baggage Claim Restroom Remodel Project              |
| 02/21/2023 | 859463 | Morrison Maierle                    | Airport       | \$ 10,176.30 | Amendment 30 Pavement Condition Index Study- Federal Amount      |
| 02/21/2023 | 859463 | Morrison Maierle                    | Airport       | \$ 1,130.70  | Amendment 30 Pavement Condition Index Study- Local Amount        |
| 02/21/2023 | 859463 | Morrison Maierle                    | Airport       | \$ 787.77    | FY 2023 On Call Services                                         |
| 02/21/2023 | 859463 | Morrison Maierle                    | Wastewater    | \$ 2,610.00  | WO 20-01 Water/Sewer Replacement Project                         |
| 02/21/2023 | 859463 | Morrison Maierle                    | Wastewater    | \$ 50,723.00 | WO 23-01 2023 Water/Sewer Replacement - Contract 2 Sewer         |
| 02/21/2023 | 859458 | MT Dakota Utilities                 | Airport       | \$ 737.12    | 129 573 1000 1. Mud Wash. February 2023                          |
| 02/21/2023 | 859458 | MT Dakota Utilities                 | Airport       | \$ 272.71    | 160 723 3573 6. USDA. February 2023                              |
| 02/21/2023 | 859458 | MT Dakota Utilities                 | Airport       | \$ 2,970.64  | 179 053 7751 5. New Concourse. February 2023                     |
| 02/21/2023 | 859458 | MT Dakota Utilities                 | Airport       | \$ 586.32    | 185 580 1000 7. TSA. February 2023                               |
| 02/21/2023 | 859458 | MT Dakota Utilities                 | Airport       | \$ 192.87    | 229 573 1000 0. Detail Bay 1 Hertz. February 2023                |
| 02/21/2023 | 859458 | MT Dakota Utilities                 | Airport       | \$ 447.36    | 283 116 0655 3. Alpine IP11/12. February 2023                    |
| 02/21/2023 | 859458 | MT Dakota Utilities                 | Airport       | \$ 4,235.93  | 285 580 1000 6                                                   |

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| 02/21/2023 | 859458 | MT Dakota Utilities | Airport       | \$ 318.71   | 295 580 1000 4. Aero Interiors. February 2023              |
| 02/21/2023 | 859458 | MT Dakota Utilities | Airport       | \$ 88.64    | 329 573 1000 9. Detail Bay 3 Enterprise. February 2023     |
| 02/21/2023 | 859458 | MT Dakota Utilities | Airport       | \$ 247.37   | 429 573 1000 8. Detail Bay 4 Avis/Budget. February 2023    |
| 02/21/2023 | 859458 | MT Dakota Utilities | Airport       | \$ 91.46    | 529 573 1000 7. Detail Bay 5 Thrifty/Dollar. February 2023 |
| 02/21/2023 | 859458 | MT Dakota Utilities | Airport       | \$ 379.73   | 629 573 1000 6. Detail Bay 2 National/Alamo. February 2023 |
| 02/21/2023 | 859458 | MT Dakota Utilities | Airport       | \$ 1,978.25 | 706 580 1000 7                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | Airport       | \$ 125.40   | 788 689 5644 8. New Concourse Kitchen                      |
| 02/21/2023 | 859458 | MT Dakota Utilities | Airport       | \$ 21.03    | 846 093 3091 9. East Rooftops. February 2023               |
| 02/21/2023 | 859458 | MT Dakota Utilities | Airport       | \$ 2,454.47 | 889 373 1000 6. Car Wash. February 2023                    |
| 02/21/2023 | 859458 | MT Dakota Utilities | Engineering   | \$ 8,527.05 | 595 373 1000 1                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | EOC 911       | \$ 61.98    | 0829398378-2 911 CENTER STANDBY GENERATOR, FY2023          |
| 02/21/2023 | 859458 | MT Dakota Utilities | General       | \$ 167.56   | 112 138 9381 8                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | General       | \$ 243.46   | 703 760 1000 8                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | General       | \$ 59.14    | 879 660 1000 8                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | P.W. Admin    | \$ 2,131.77 | 595 373 1000 1                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | Park Dist 1   | \$ 159.99   | 501 473 1000 2                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | Public Safety | \$ 612.79   | 668 670 1000 2                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | Public Safety | \$ 490.75   | 672 860 1000 3                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | Public Safety | \$ 20.28    | 930 442 2308 4                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | Wastewater    | \$ 63.15    | 596 733 1000 5                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | Wastewater    | \$ 62.27    | 713 064 3190 0                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | Wastewater    | \$ 64.11    | 843 879 2205 1                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | Water         | \$ 243.46   | 162 660 1000 4                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | Water         | \$ 183.76   | 373 580 1000 9                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | Water         | \$ 183.76   | 373 580 1000 9                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | Water         | \$ 165.62   | 541 380 1000 1                                             |
| 02/21/2023 | 859458 | MT Dakota Utilities | Water         | \$ 69.67    | 921 580 1000 6                                             |
| 02/21/2023 | 859465 | Napa Auto Parts     | Building      | \$ 58.99    | 3977-452112                                                |
| 02/21/2023 | 859465 | Napa Auto Parts     | Building      | \$ 138.00   | 3977-452112                                                |
| 02/21/2023 | 859465 | Napa Auto Parts     | Building      | \$ 55.91    | 3977-452130                                                |
| 02/21/2023 | 859465 | Napa Auto Parts     | Building      | \$ (55.91)  | 3977-452599                                                |
| 02/21/2023 | 859465 | Napa Auto Parts     | Building      | \$ 15.98    | 3977-455746                                                |
| 02/21/2023 | 859465 | Napa Auto Parts     | Facilities    | \$ 4.46     | 3977-456317                                                |
| 02/21/2023 | 859465 | Napa Auto Parts     | Fleet         | \$ 7.99     | 3977-454509                                                |

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| 02/21/2023 | 859465 | Napa Auto Parts | Fleet          | \$ 33.79    | 3977-455785 |
| 02/21/2023 | 859465 | Napa Auto Parts | Fleet          | \$ 20.00    | 3977-456282 |
| 02/21/2023 | 859465 | Napa Auto Parts | Fleet          | \$ 10.84    | 3977-458814 |
| 02/21/2023 | 859465 | Napa Auto Parts | Fleet          | \$ 73.68    | 3977-458893 |
| 02/21/2023 | 859465 | Napa Auto Parts | Fleet          | \$ 406.80   | 3977-459535 |
| 02/21/2023 | 859465 | Napa Auto Parts | Fleet          | \$ 272.12   | 3977-460625 |
| 02/21/2023 | 859465 | Napa Auto Parts | General        | \$ 20.42    | 3977-451461 |
| 02/21/2023 | 859465 | Napa Auto Parts | General        | \$ 5.51     | 3977-451461 |
| 02/21/2023 | 859465 | Napa Auto Parts | General        | \$ 28.99    | 3977-451461 |
| 02/21/2023 | 859465 | Napa Auto Parts | General        | \$ 10.50    | 3977-457346 |
| 02/21/2023 | 859465 | Napa Auto Parts | Parking        | \$ 8.70     | 3977-455979 |
| 02/21/2023 | 859465 | Napa Auto Parts | Public Safety  | \$ 125.09   | 3977-451349 |
| 02/21/2023 | 859465 | Napa Auto Parts | Public Safety  | \$ 103.00   | 3977-452399 |
| 02/21/2023 | 859465 | Napa Auto Parts | Public Safety  | \$ 138.00   | 3977-452407 |
| 02/21/2023 | 859465 | Napa Auto Parts | Public Safety  | \$ 282.77   | 3977-452632 |
| 02/21/2023 | 859465 | Napa Auto Parts | Public Safety  | \$ (138.00) | 3977-454074 |
| 02/21/2023 | 859465 | Napa Auto Parts | Public Safety  | \$ 24.06    | 3977-454989 |
| 02/21/2023 | 859465 | Napa Auto Parts | Public Safety  | \$ 199.06   | 3977-455418 |
| 02/21/2023 | 859465 | Napa Auto Parts | Public Safety  | \$ 63.04    | 3977-455742 |
| 02/21/2023 | 859465 | Napa Auto Parts | Public Safety  | \$ 11.21    | 3977-455861 |
| 02/21/2023 | 859465 | Napa Auto Parts | Public Safety  | \$ 13.81    | 3977-455929 |
| 02/21/2023 | 859465 | Napa Auto Parts | Public Safety  | \$ 100.44   | 3977-456803 |
| 02/21/2023 | 859465 | Napa Auto Parts | Public Safety  | \$ 19.95    | 3977-456879 |
| 02/21/2023 | 859465 | Napa Auto Parts | Public Safety  | \$ 38.51    | 3977-457164 |
| 02/21/2023 | 859465 | Napa Auto Parts | Public Safety  | \$ 167.50   | 3977-457314 |
| 02/21/2023 | 859465 | Napa Auto Parts | Solid Waste    | \$ 9.96     | 3977-451019 |
| 02/21/2023 | 859465 | Napa Auto Parts | Solid Waste    | \$ 82.29    | 3977-451505 |
| 02/21/2023 | 859465 | Napa Auto Parts | Solid Waste    | \$ 24.71    | 3977-452701 |
| 02/21/2023 | 859465 | Napa Auto Parts | Solid Waste    | \$ 25.30    | 3977-454987 |
| 02/21/2023 | 859465 | Napa Auto Parts | Solid Waste    | \$ 386.60   | 3977-456909 |
| 02/21/2023 | 859465 | Napa Auto Parts | Solid Waste    | \$ 66.70    | 3977-457355 |
| 02/21/2023 | 859465 | Napa Auto Parts | Solid Waste    | \$ 25.86    | 3977-458893 |
| 02/21/2023 | 859465 | Napa Auto Parts | Street/Traffic | \$ 13.56    | 3977-451487 |
| 02/21/2023 | 859465 | Napa Auto Parts | Street/Traffic | \$ 3.55     | 3977-452487 |

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| 02/21/2023 | 859465 | Napa Auto Parts     | Water      | \$ 62.08     | 3977-456089                                           |
| 02/21/2023 | 859465 | Napa Auto Parts     | Water      | \$ 12.11     | NONSTOCKING ITEMS-P.U.D.                              |
| 02/21/2023 | ACH    | Northwest Pipe      | Wastewater | \$ 349.72    | Replacement for #2 Final Clarifier Spray              |
| 02/21/2023 | ACH    | Northwest Pipe      | Wastewater | \$ 145.30    | WWTP Heating Unit Solids Process                      |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 29.20     | 1 1/2" COPPER DISK END - 210NS70200 H15535-1 1/2"     |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 4,800.00  | 1" E-CODER REGISTER HEAD                              |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 167.04    | 1" PVC CHECK BALL VALVE-I - PT-GSR OR CHEMTROL        |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 345.70    | 12" MJ 45 DEGREE BEND                                 |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 469.69    | 2" TD METER FLANGES OVAL CI                           |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 72.26     | 2" TD METER FLANGES OVAL CI                           |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 793.33    | 2" X 15-34" MACH 10 METER OR 2" ECODER WALL METER     |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 25,983.48 | 3/4" E-CODER WALL CU/FT METER W/RECPT                 |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 120.50    | 3/4" STIFFENERS - CTS PE INSERTS SS                   |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 96.80     | 6" PUSH ON CAPS                                       |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 160.28    | 8" MJ 45 DEGREE BEND                                  |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 148.98    | 8" PUSH ON CAPS                                       |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 69.32     | Boiler gas valves                                     |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 883.32    | BREAKING RING #340415B F/ 5-1/4"                      |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 1,133.67  | globe valve for meter shop                            |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 554.10    | HOSE NOZZLE 2 1/2"-K8140 - K81 HYDRANT-NST SCREW TYPE |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 848.91    | K81 UPPER STEM WITH FERRULE                           |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 12.50     | METER ORINGS                                          |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 202.50    | P679 SONOSCOPE                                        |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 63.68     | P679 SONOSCOPE                                        |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 42.00     | PIPE LUBE - AKA DUCK BUTTER                           |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 26,428.00 | R-900 ENHANCED WALL RR - MIU 13341-200                |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 1,007.07  | Staples Vault supplies                                |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 850.64    | staples zone 3 & 4 pressure relief valve              |
| 02/21/2023 | ACH    | Northwest Pipe      | Water      | \$ 1,428.38  | sump pump replacements PW Water Plant                 |
| 02/21/2023 | 859469 | NorthWestern Energy | Facilities | \$ 6.00      | 3866815-8                                             |
| 02/21/2023 | 859469 | NorthWestern Energy | Facilities | \$ 99.05     | 3922089-2                                             |
| 02/21/2023 | 859469 | NorthWestern Energy | General    | \$ 45.65     | 0712387-0                                             |
| 02/21/2023 | 859469 | NorthWestern Energy | General    | \$ 120.53    | 0712536-2                                             |
| 02/21/2023 | 859469 | NorthWestern Energy | General    | \$ 49.78     | 0720818-4                                             |

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| 02/21/2023 | 859469 | NorthWestern Energy | General     | \$ 147.43   | 0720821-8 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 6.15     | 0722253-2 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 6.00     | 0722258-1 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 13.71    | 0722259-9 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 10.44    | 0722272-2 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 320.45   | 0722273-0 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 10.21    | 0722274-8 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 100.48   | 0722275-5 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 35.83    | 0722278-9 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 15.05    | 0722279-7 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 6.15     | 0722280-5 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 6.15     | 0722281-3 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 6.15     | 0722283-9 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 6.15     | 0722284-7 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 15.05    | 0722808-3 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 7.82     | 0722852-1 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 8.78     | 0722862-0 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 75.71    | 0722901-6 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 6.30     | 0722976-8 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 1,495.12 | 0722995-8 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 94.76    | 0723005-5 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 6.15     | 0723025-3 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ -        | 0723039-4 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 6.00     | 0723046-9 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 20.88    | 0723064-2 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 20.88    | 0723065-9 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 4.15     | 0723391-9 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 115.08   | 0723884-3 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 20.88    | 0723887-6 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 16.06    | 0813489-2 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 67.70    | 0999807-1 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 6.00     | 1588262-4 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 11.04    | 1836666-6 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 11.46    | 1849408-8 |

| Check Date | Check# | Name                | Fund Name   | Amount    | Item Desc |
|------------|--------|---------------------|-------------|-----------|-----------|
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 32.03  | 1904944-4 |
| 02/21/2023 | 859469 | NorthWestern Energy | Park Dist 1 | \$ 11.45  | 3771457-3 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parking     | \$ 176.52 | 3835890-9 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 6.95   | 0722272-2 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 6.15   | 0723384-4 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 6.00   | 0723385-1 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 6.00   | 0723386-9 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 6.00   | 0723388-5 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 2.76   | 0723391-9 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 0.95   | 0723392-7 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 7.06   | 0723393-5 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 6.15   | 0723394-3 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 6.15   | 0723395-0 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 6.15   | 0723396-8 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 6.15   | 0723397-6 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 6.15   | 0723398-4 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 6.15   | 0723835-5 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 8.78   | 0723836-3 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 6.29   | 0723840-5 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 21.20  | 0723879-3 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 6.91   | 0723883-5 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 0.95   | 0723885-0 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 1.39   | 1265177-4 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ -      | 1513796-1 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 60.29  | 1513800-1 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 10.83  | 1513802-7 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 22.47  | 1513804-3 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 7.20   | 1514388-6 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 1.25   | 1948667-9 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 1.52   | 2041362-1 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 5.46   | 2055817-7 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 0.54   | 3707234-5 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 0.54   | 3707235-2 |
| 02/21/2023 | 859469 | NorthWestern Energy | Parks Maint | \$ 0.70   | 3707236-0 |

| Check Date | Check# | Name                      | Fund Name      | Amount       | Item Desc                                               |
|------------|--------|---------------------------|----------------|--------------|---------------------------------------------------------|
| 02/21/2023 | 859469 | NorthWestern Energy       | Public Safety  | \$ 428.81    | 0720817-6                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Public Safety  | \$ 879.58    | 0871546-8                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Street/Traffic | \$ 0.42      | 1740357-7                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Street/Traffic | \$ 0.70      | 1748896-6                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Street/Traffic | \$ 8.12      | 2047007-6                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Street/Traffic | \$ 7.06      | 2047010-0                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Street/Traffic | \$ 7.36      | 2047013-4                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Street/Traffic | \$ 7.96      | 2047017-5                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Street/Traffic | \$ 7.06      | 2047019-1                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Street/Traffic | \$ 0.96      | 3590004-2                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Transit        | \$ 565.76    | 0719225-5                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Wastewater     | \$ 73,443.36 | 0100591-7                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Water          | \$ 714.07    | 0100478-7                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Water          | \$ 164.71    | 1142253-2                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Water          | \$ 6.00      | 1160807-2                                               |
| 02/21/2023 | 859469 | NorthWestern Energy       | Water          | \$ 4.20      | 1346673-5                                               |
| 02/21/2023 | 859471 | Ovivo USA                 | Water          | \$ 2,565.52  | PRIMARY GEARMOTOR #73394A                               |
| 02/21/2023 | 859473 | Performance Eng & Consult | Storm Sewer    | \$ 43,616.25 | Bitterroot Dr & Wicks Ln Corridor Drainage Improvements |
| 02/21/2023 | 859473 | Performance Eng & Consult | Storm Sewer    | \$ 3,323.75  | Bitterroot Dr & Wicks Ln Corridor Drainage Improvements |
| 02/21/2023 | 859473 | Performance Eng & Consult | Wastewater     | \$ 26,536.25 | WO 23-07 Monad Rd Sewer Extension                       |
| 02/21/2023 | 859474 | Power Service MT          | Water          | \$ 23.96     | RETAINING RING MOY000036                                |
| 02/21/2023 | 859474 | Power Service MT          | Water          | \$ 2,762.72  | ROTOR C71EF1 - MOY000229                                |
| 02/21/2023 | 859475 | Public Utilities          | Airport        | \$ 7,025.50  | 136516                                                  |
| 02/21/2023 | 859475 | Public Utilities          | Facilities     | \$ 538.54    | 158260                                                  |
| 02/21/2023 | 859475 | Public Utilities          | Park Dist 1    | \$ 104.97    | 255552                                                  |
| 02/21/2023 | 859475 | Public Utilities          | Parking        | \$ 87.59     | 102086                                                  |
| 02/21/2023 | 859475 | Public Utilities          | Parking        | \$ 480.42    | 102980                                                  |
| 02/21/2023 | 859475 | Public Utilities          | Parking        | \$ 10.85     | 102981                                                  |
| 02/21/2023 | 859475 | Public Utilities          | Wastewater     | \$ 9.75      | 180645                                                  |
| 02/21/2023 | 859476 | RACOM Corp                | Public Safety  | \$ 2,555.00  | LICENSE, P25 CLOUD WIRED TAIT ENABLE FLEET 100 DEVICES  |
| 02/21/2023 | 859481 | Sanderson Stewart         | Tax Incrmnt S  | \$ 18,089.00 | WO 21-42 SBURA Streets improvements, Phase 1            |
| 02/21/2023 | 859485 | Shannon & Wilson          | General        | \$ 6,819.40  | Burnstead BBWA Stabilization - Phase 1                  |
| 02/21/2023 | 859493 | Stevens Brothers          | Facilities     | \$ 3,385.00  | install 30' of new pipe and insulate at City Hall.      |
| 02/21/2023 | 859493 | Stevens Brothers          | Facilities     | \$ 2,691.40  | Install condensate on boiler condensate receiver tank   |

| Check Date | Check# | Name                 | Fund Name      | Amount        | Item Desc                                                    |
|------------|--------|----------------------|----------------|---------------|--------------------------------------------------------------|
| 02/21/2023 | 859493 | Stevens Brothers     | Facilities     | \$ 1,825.00   | install New American Standard 50 gallon water heater         |
| 02/21/2023 | 859493 | Stevens Brothers     | Public Safety  | \$ 118.25     | FIRE 1: UTILITY SINK & URNAL LEAKING.                        |
| 02/21/2023 | 859495 | Swank Enterprises    | Solid Waste    | \$ 199,115.62 | WO 22-37 Landfill Drop-Off Building Repairs -Construction    |
| 02/21/2023 | 859499 | Terri Porta Fine Art | Planning       | \$ 1,117.00   | Terri Porta Fine Art - Artist in Residence Healthy By Design |
| 02/21/2023 | 859499 | Terri Porta Fine Art | Planning       | \$ 2,500.00   | Terri Porta Fine Art - Artist in Residence Healthy By Design |
| 02/21/2023 | 859501 | Tire-Rama            | Solid Waste    | \$ 4,988.76   | CAMSO SD Tracks. Landfill.                                   |
| 02/21/2023 | 859501 | Tire-Rama            | Solid Waste    | \$ 1,162.50   | Dismount & mount tires. Collections.                         |
| 02/21/2023 | 859501 | Tire-Rama            | Solid Waste    | \$ 2,344.50   | Repair/purchase tires. Collections.                          |
| 02/21/2023 | 859501 | Tire-Rama            | Solid Waste    | \$ 466.66     | Tire purchase. Dismount/Mount. Collections.                  |
| 02/21/2023 | 859501 | Tire-Rama            | Solid Waste    | \$ 1,915.00   | Tire repair, dismount, and mount. Collections.               |
| 02/21/2023 | 859501 | Tire-Rama            | Solid Waste    | \$ 2,930.00   | Tire repair, mount, dismount. Collections.                   |
| 02/21/2023 | 859502 | TK Elevator          | Stillwater     | \$ 2,500.44   | elevator not responding. Gold-Full Maintenance               |
| 02/21/2023 | 859503 | Toter Incorporated   | Solid Waste    | \$ 38,756.64  | Purchase residential refuse carts: 96-gallon black (Qty 624) |
| 02/21/2023 | ACH    | Town & Co Supply     | Airport        | \$ 7,798.70   | Dyed #1 for Operations                                       |
| 02/21/2023 | ACH    | Town & Co Supply     | Fleet          | \$ 3.66       | 432592                                                       |
| 02/21/2023 | ACH    | Town & Co Supply     | Fleet          | \$ 9,627.72   | 432592                                                       |
| 02/21/2023 | ACH    | Town & Co Supply     | Fleet          | \$ 5,306.04   | 432592                                                       |
| 02/21/2023 | ACH    | Town & Co Supply     | Fleet          | \$ 4,702.50   | 432592                                                       |
| 02/21/2023 | ACH    | Town & Co Supply     | Fleet          | \$ 3,904.54   | 432592                                                       |
| 02/21/2023 | ACH    | Town & Co Supply     | Public Safety  | \$ 536.39     | 433320 FUEL: FIRE 7 BLENDED DIESEL                           |
| 02/21/2023 | ACH    | Town & Co Supply     | Public Safety  | \$ 536.39     | 433421 FIRE 3 BLENDED DIESEL                                 |
| 02/21/2023 | ACH    | Town & Co Supply     | Public Safety  | \$ 715.19     | 433422 FIRE 1 BLENDED DIESEL                                 |
| 02/21/2023 | ACH    | Town & Co Supply     | Public Safety  | \$ 889.63     | 433422 FIRE 1 UNLEADED                                       |
| 02/21/2023 | ACH    | Tractor & Equipt     | Solid Waste    | \$ 22.37      | BLWO0221725                                                  |
| 02/21/2023 | ACH    | Tractor & Equipt     | Solid Waste    | \$ 319.50     | BLWO0221725                                                  |
| 02/21/2023 | ACH    | Tractor & Equipt     | Solid Waste    | \$ 319.50     | BLWO0221761                                                  |
| 02/21/2023 | ACH    | Tractor & Equipt     | Solid Waste    | \$ 22.37      | BLWO0221761                                                  |
| 02/21/2023 | ACH    | Tractor & Equipt     | Solid Waste    | \$ 479.32     | BLWO0222007                                                  |
| 02/21/2023 | ACH    | Tractor & Equipt     | Solid Waste    | \$ 944.00     | BLWO0222007                                                  |
| 02/21/2023 | ACH    | Tractor & Equipt     | Solid Waste    | \$ 3,157.00   | BLWO0222053                                                  |
| 02/21/2023 | ACH    | Tractor & Equipt     | Solid Waste    | \$ 2,434.33   | BLWO0222053                                                  |
| 02/21/2023 | ACH    | Tractor & Equipt     | Solid Waste    | \$ 1,760.00   | BLWO0222054                                                  |
| 02/21/2023 | ACH    | Tractor & Equipt     | Solid Waste    | \$ 844.52     | BLWO0222054                                                  |
| 02/21/2023 | ACH    | Tractor & Equipt     | Street/Traffic | \$ 13.87      | BLCS0800125                                                  |

| Check Date | Check# | Name             | Fund Name      | Amount     | Item Desc                         |
|------------|--------|------------------|----------------|------------|-----------------------------------|
| 02/21/2023 | ACH    | Tractor & Equipt | Street/Traffic | \$ 86.89   | BLCS0800125                       |
| 02/21/2023 | ACH    | Tractor & Equipt | Street/Traffic | \$ 67.20   | BLCS0800126                       |
| 02/21/2023 | ACH    | Tractor & Equipt | Street/Traffic | \$ 228.12  | BLCS0800127                       |
| 02/21/2023 | ACH    | Tractor & Equipt | Street/Traffic | \$ 67.20   | BLCS0800364                       |
| 02/21/2023 | ACH    | Tractor & Equipt | Street/Traffic | \$ 29.99   | BLCS0800364                       |
| 02/21/2023 | ACH    | Tractor & Equipt | Street/Traffic | \$ 59.73   | BLCS0800364                       |
| 02/21/2023 | ACH    | Tractor & Equipt | Street/Traffic | \$ 97.52   | BLCS0800364                       |
| 02/21/2023 | 859507 | Verizon Wireless | Airport        | \$ (17.87) | Airport                           |
| 02/21/2023 | 859507 | Verizon Wireless | Engineering    | \$ 27.32   | PW-Engineering                    |
| 02/21/2023 | 859507 | Verizon Wireless | Fleet          | \$ 107.12  | Motor Pool                        |
| 02/21/2023 | 859507 | Verizon Wireless | General        | \$ 156.79  | City Administrator                |
| 02/21/2023 | 859507 | Verizon Wireless | General        | \$ 40.01   | Tina Hoeger Laptop                |
| 02/21/2023 | 859507 | Verizon Wireless | General        | \$ 27.32   | Victoria Hill -Laptop             |
| 02/21/2023 | 859507 | Verizon Wireless | Park Dist 1    | \$ 52.30   | PRPL-PARKS                        |
| 02/21/2023 | 859507 | Verizon Wireless | Parking        | \$ -       | Parking                           |
| 02/21/2023 | 859507 | Verizon Wireless | PD Program     | \$ 344.90  | CCSIU Cell/PTT                    |
| 02/21/2023 | 859507 | Verizon Wireless | PD Program     | \$ 41.50   | CCSIU Cell/PTT                    |
| 02/21/2023 | 859507 | Verizon Wireless | PD Program     | \$ 80.02   | CCSIU RAVEN                       |
| 02/21/2023 | 859507 | Verizon Wireless | Phone System   | \$ (28.38) | Test Cradle Point -IT             |
| 02/21/2023 | 859507 | Verizon Wireless | Phone System   | \$ 71.15   | Test Cradle Point -IT             |
| 02/21/2023 | 859507 | Verizon Wireless | Public Safety  | \$ 268.34  | Fire MDT                          |
| 02/21/2023 | 859507 | Verizon Wireless | Public Safety  | \$ 120.03  | Fire MDT                          |
| 02/21/2023 | 859507 | Verizon Wireless | Public Safety  | \$ 520.17  | MDT Toughbooks                    |
| 02/21/2023 | 859507 | Verizon Wireless | Public Safety  | \$ 80.02   | Police iPads                      |
| 02/21/2023 | 859507 | Verizon Wireless | Public Safety  | \$ 10.02   | Police MiFi                       |
| 02/21/2023 | 859507 | Verizon Wireless | Solid Waste    | \$ -       | PW Dozer Trimble Dozer            |
| 02/21/2023 | 859507 | Verizon Wireless | Solid Waste    | \$ 109.28  | PW-Solid Waste                    |
| 02/21/2023 | 859507 | Verizon Wireless | Solid Waste    | \$ 155.46  | PW-SW-ON CALL Solid Waste On Call |
| 02/21/2023 | 859507 | Verizon Wireless | Solid Waste    | \$ 24.19   | PW-SW-ON CALL Solid Waste On Call |
| 02/21/2023 | 859507 | Verizon Wireless | Solid Waste    | \$ 524.52  | Solid Waste Tablets -Routware     |
| 02/21/2023 | 859507 | Verizon Wireless | Street/Traffic | \$ -       | PW-Streets City Works             |
| 02/21/2023 | 859507 | Verizon Wireless | Street/Traffic | \$ 174.67  | PW-Streets iPad                   |
| 02/21/2023 | 859507 | Verizon Wireless | Street/Traffic | \$ 196.48  | PW-STRT TRFC Streets              |
| 02/21/2023 | 859507 | Verizon Wireless | Transit        | \$ 309.02  | MET AVL                           |

| Check Date | Check# | Name                    | Fund Name     | Amount        | Item Desc                                  |
|------------|--------|-------------------------|---------------|---------------|--------------------------------------------|
| 02/21/2023 | 859507 | Verizon Wireless        | Transit       | \$ 970.28     | MET Max Transit                            |
| 02/21/2023 | 859507 | Verizon Wireless        | Transit       | \$ 1,120.28   | MET Max Transit                            |
| 02/21/2023 | 859507 | Verizon Wireless        | Wastewater    | \$ 400.10     | MET Tablets                                |
| 02/21/2023 | 859507 | Verizon Wireless        | Wastewater    | \$ -          | PW-DIS-COLL Cityworks 60/40                |
| 02/21/2023 | 859507 | Verizon Wireless        | Water         | \$ 27.32      | PW Belknap Meter Shop                      |
| 02/21/2023 | 859507 | Verizon Wireless        | Water         | \$ 94.69      | PWBLNP Comm-Meter CityWorks/Neptune        |
| 02/21/2023 | 859507 | Verizon Wireless        | Water         | \$ 40.01      | PWBLNP Comm-Meter CityWorks/Neptune        |
| 02/21/2023 | 859507 | Verizon Wireless        | Water         | \$ 27.32      | Water Treatment                            |
| 02/21/2023 | 859510 | Western Municipal Const | Wastewater    | \$ 308,164.19 | WO 22-10 Alkali Cr Water & Sewer Extension |
| 02/21/2023 | 859510 | Western Municipal Const | Water         | \$ 168,039.63 | WO 22-10 Alkali Cr Water & Sewer Extension |
| 02/21/2023 | 859512 | Xylem Water Solutions   | Wastewater    | \$ 4,866.05   | Lamp for Rehberg UV                        |
| 02/21/2023 | 859514 | Ylwstn Co Sheriff       | PD Program    | \$ 18,993.87  | Reimburse HIDTA Expense- Qtr End 12/31/22  |
| 02/21/2023 | 859514 | Ylwstn Co Sheriff       | PD Program    | \$ 1,553.21   | Reimburse HIDTA Expense- Qtr End 12/31/23  |
| 02/21/2023 | 859515 | Ylwstn Val An Shelter   | Public Safety | \$ 27,025.00  | city contract                              |

## City Council Regular

**Date:** 03/27/2023  
**Title:** Payment of Claims for week of February 27, 2023  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** No  
**Legal Review** Not Applicable

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### RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$997,520.22 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.

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### Attachments

CouncilMemo wk of 02272023

| Check Date | Check# | Name                 | Fund Name     | Amount      | Item Desc                              |
|------------|--------|----------------------|---------------|-------------|----------------------------------------|
| 02/27/2023 | 859521 | Advance Eng & Enviro | Wastewater    | \$ 2,122.99 | Water & Wastewater Rate Study FY24/25  |
| 02/27/2023 | 859521 | Advance Eng & Enviro | Water         | \$ 6,368.96 | Water & Wastewater Rate Study FY24/26  |
| 02/27/2023 | 859525 | Archie Cochrane      | Public Safety | \$ 552.50   | 5453228                                |
| 02/27/2023 | 859525 | Archie Cochrane      | Public Safety | \$ 247.76   | 5453323                                |
| 02/27/2023 | 859525 | Archie Cochrane      | Public Safety | \$ 1.54     | 5453323                                |
| 02/27/2023 | 859525 | Archie Cochrane      | Public Safety | \$ 81.88    | 5453484                                |
| 02/27/2023 | 859525 | Archie Cochrane      | Public Safety | \$ 51.90    | 5453722                                |
| 02/27/2023 | 859525 | Archie Cochrane      | Public Safety | \$ 90.61    | 5453895                                |
| 02/27/2023 | 859525 | Archie Cochrane      | Public Safety | \$ 25.46    | 5453917                                |
| 02/27/2023 | 859525 | Archie Cochrane      | Public Safety | \$ 132.25   | 5454282                                |
| 02/27/2023 | 859525 | Archie Cochrane      | Public Safety | \$ 386.25   | 5454438                                |
| 02/27/2023 | 859525 | Archie Cochrane      | Public Safety | \$ 247.76   | 5454603                                |
| 02/27/2023 | 859525 | Archie Cochrane      | Public Safety | \$ 1.54     | 5454603                                |
| 02/27/2023 | 859525 | Archie Cochrane      | Transit       | \$ 742.50   | 5457156. Body Control Module Unit 1821 |
| 02/27/2023 | 859527 | AT & T Corp          | Airport       | \$ 799.44   | Airport                                |
| 02/27/2023 | 859527 | AT & T Corp          | Building      | \$ 508.38   | PW-Building Cell Phones                |
| 02/27/2023 | 859527 | AT & T Corp          | Building      | \$ 386.10   | PW-Building Surfaces                   |
| 02/27/2023 | 859527 | AT & T Corp          | CDBG          | \$ 145.62   | Comm Dev                               |
| 02/27/2023 | 859527 | AT & T Corp          | Court Grants  | \$ 166.50   | Muni Court DC                          |
| 02/27/2023 | 859527 | AT & T Corp          | Engineering   | \$ 174.20   | Engineering Tablets                    |
| 02/27/2023 | 859527 | AT & T Corp          | Engineering   | \$ 205.48   | PW-Engineering Cell Phones and MiFi    |
| 02/27/2023 | 859527 | AT & T Corp          | Facilities    | \$ 94.88    | Facilities BOC                         |
| 02/27/2023 | 859527 | AT & T Corp          | Facilities    | \$ 96.89    | Facilities BOC/CH and iPad 75%25%      |
| 02/27/2023 | 859527 | AT & T Corp          | Facilities    | \$ 32.30    | Facilities BOC/CH and iPad 75%25%      |
| 02/27/2023 | 859527 | AT & T Corp          | Facilities    | \$ 85.73    | Facilities City Hall                   |
| 02/27/2023 | 859527 | AT & T Corp          | Facilities    | \$ 102.54   | Facilities Managers                    |
| 02/27/2023 | 859527 | AT & T Corp          | Fleet         | \$ 45.51    | Motor Pool                             |
| 02/27/2023 | 859527 | AT & T Corp          | General       | \$ 95.70    | City Attorney -Legal                   |
| 02/27/2023 | 859527 | AT & T Corp          | General       | \$ 549.17   | Code Enforcement                       |
| 02/27/2023 | 859527 | AT & T Corp          | General       | \$ 45.18    | Human Resources                        |
| 02/27/2023 | 859527 | AT & T Corp          | General       | \$ 135.84   | Legal Dept -Domestic Violence          |
| 02/27/2023 | 859527 | AT & T Corp          | General       | \$ 248.39   | PRPL - Recreation Division             |
| 02/27/2023 | 859527 | AT & T Corp          | General       | \$ 87.25    | REC Seasonal                           |
| 02/27/2023 | 859527 | AT & T Corp          | General       | \$ 104.52   | Rec Tablets                            |

| Check Date | Check# | Name        | Fund Name     | Amount      | Item Desc                                                                    |
|------------|--------|-------------|---------------|-------------|------------------------------------------------------------------------------|
| 02/27/2023 | 859527 | AT & T Corp | IT Resources  | \$ 50.22    | IT Department -On call Phone                                                 |
| 02/27/2023 | 859527 | AT & T Corp | IT Resources  | \$ 22.62    | IT Department -On call Phone                                                 |
| 02/27/2023 | 859527 | AT & T Corp | Library       | \$ 222.70   | Library                                                                      |
| 02/27/2023 | 859527 | AT & T Corp | Library       | \$ 107.27   | Library Out Reach                                                            |
| 02/27/2023 | 859527 | AT & T Corp | P.W. Admin    | \$ 26.02    | PWBLKNP OFFICE -60/40                                                        |
| 02/27/2023 | 859527 | AT & T Corp | P.W. Admin    | \$ 39.03    | PWBLKNP OFFICE -60/40                                                        |
| 02/27/2023 | 859527 | AT & T Corp | Park Dist 1   | \$ 1,094.38 | Parks Dept.                                                                  |
| 02/27/2023 | 859527 | AT & T Corp | Park Dist 1   | \$ 235.54   | PRPL Parks Tablets                                                           |
| 02/27/2023 | 859527 | AT & T Corp | Park Dist 1   | \$ 452.92   | PRPL Parks Tablets                                                           |
| 02/27/2023 | 859527 | AT & T Corp | Parking       | \$ 77.63    | Parking Division Meter Maintenance                                           |
| 02/27/2023 | 859527 | AT & T Corp | Parking       | \$ 271.08   | Parking Phones and scanner                                                   |
| 02/27/2023 | 859527 | AT & T Corp | Parking       | \$ 225.90   | Parking Phones and scanner                                                   |
| 02/27/2023 | 859527 | AT & T Corp | PD Program    | \$ 160.56   | CCSIU Toughbook                                                              |
| 02/27/2023 | 859527 | AT & T Corp | PD Program    | \$ 45.48    | Domestic Violence                                                            |
| 02/27/2023 | 859527 | AT & T Corp | Phone System  | \$ 65.02    | IT iPads                                                                     |
| 02/27/2023 | 859527 | AT & T Corp | Phone System  | \$ 67.67    | TeleComm Manager                                                             |
| 02/27/2023 | 859527 | AT & T Corp | Planning      | \$ 62.63    | PLANNING                                                                     |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 272.58   | Animal Control Cell Phones                                                   |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 240.84   | Animal Control -MDT                                                          |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 288.53   | Comm. Center 9-1-1                                                           |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 40.14    | Detective Chartier -Toughbook                                                |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 1,295.88 | Fire Department Cell Phones                                                  |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 799.46   | Fire iPads -Assistant chiefs new iPads                                       |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 617.78   | Fire iPads -Assistant chiefs new iPads                                       |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 40.14    | Fire iPads -Assistant chiefs new iPads                                       |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 214.34   | Fire iPads -Assistant chiefs new iPads                                       |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 85.62    | ICAC -Campbell and Spare                                                     |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 1,495.96 | MDT Fire                                                                     |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ (200.00) | Police Department Cell Phone                                                 |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 3,549.68 | Police Department Cell Phone                                                 |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 280.98   | Police MDT Toughbooks and Loaner MDT                                         |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 3,813.30 | Police MDT Toughbooks and Loaner MDT                                         |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 272.61   | Police -Resource Officers                                                    |
| 02/27/2023 | 859527 | AT & T Corp | Public Safety | \$ 287.20   | Yellowstone County Cellular Charges -Three cradlepoints -Fire Dept. bills YC |

| Check Date | Check# | Name           | Fund Name      | Amount      | Item Desc                                                             |
|------------|--------|----------------|----------------|-------------|-----------------------------------------------------------------------|
| 02/27/2023 | 859527 | AT & T Corp    | Solid Waste    | \$ 310.19   | SOLID WASTE SUPERINTENDANT                                            |
| 02/27/2023 | 859527 | AT & T Corp    | Street/Traffic | \$ 372.55   | School Flashers                                                       |
| 02/27/2023 | 859527 | AT & T Corp    | Street/Traffic | \$ 726.16   | Street Traffic iPads                                                  |
| 02/27/2023 | 859527 | AT & T Corp    | Street/Traffic | \$ 43.34    | Street Traffic iPads                                                  |
| 02/27/2023 | 859527 | AT & T Corp    | Transit        | \$ 10.15    | MET Supervisor Cell Phones                                            |
| 02/27/2023 | 859527 | AT & T Corp    | Transit        | \$ 111.73   | MET Supervisor Cell Phones                                            |
| 02/27/2023 | 859527 | AT & T Corp    | Transit        | \$ 50.22    | MET Supervisor Cell Phones                                            |
| 02/27/2023 | 859527 | AT & T Corp    | Transit        | \$ 100.93   | MET Supervisor Cell Phones                                            |
| 02/27/2023 | 859527 | AT & T Corp    | Transit        | \$ 40.27    | MET Supervisor Cell Phones                                            |
| 02/27/2023 | 859527 | AT & T Corp    | Transit        | \$ 445.26   | MET Transit Tablets                                                   |
| 02/27/2023 | 859527 | AT & T Corp    | Transit        | \$ 645.35   | MET Transit Tablets                                                   |
| 02/27/2023 | 859527 | AT & T Corp    | Wastewater     | \$ 180.72   | PW Environmental                                                      |
| 02/27/2023 | 859527 | AT & T Corp    | Wastewater     | \$ 310.23   | PWBELKNAP-DIST COLL CELL PHONES 60/40                                 |
| 02/27/2023 | 859527 | AT & T Corp    | Wastewater     | \$ 474.80   | PWBLKNP Electricians -Phones                                          |
| 02/27/2023 | 859527 | AT & T Corp    | Wastewater     | \$ 27.63    | PWBLKNP STORES -75/25                                                 |
| 02/27/2023 | 859527 | AT & T Corp    | Wastewater     | \$ 909.19   | PWBLNP-WWTRMNT1 Wastewater Treatment Plant                            |
| 02/27/2023 | 859527 | AT & T Corp    | Wastewater     | \$ 1,965.31 | PW-Distribution Collection Tablets 60/40 + iPad cost                  |
| 02/27/2023 | 859527 | AT & T Corp    | Wastewater     | \$ 69.68    | PW-Environmental                                                      |
| 02/27/2023 | 859527 | AT & T Corp    | Water          | \$ 468.56   | PWBELKNAP-DIST COLL CELL PHONES 60/40                                 |
| 02/27/2023 | 859527 | AT & T Corp    | Water          | \$ 23.01    | PWBELKNAP-DIST COLL CELL PHONES 60/40                                 |
| 02/27/2023 | 859527 | AT & T Corp    | Water          | \$ 1,072.42 | PWBELKNAP-WT Water Treatment                                          |
| 02/27/2023 | 859527 | AT & T Corp    | Water          | \$ 474.64   | PWBLKNP COMM-METER CityWorks/Neptune                                  |
| 02/27/2023 | 859527 | AT & T Corp    | Water          | \$ 392.61   | PWBLKNP MTRSHOP CELL PHONE AND IPADS                                  |
| 02/27/2023 | 859527 | AT & T Corp    | Water          | \$ 201.85   | PWBLKNP MTRSHOP CELL PHONE AND IPADS                                  |
| 02/27/2023 | 859527 | AT & T Corp    | Water          | \$ 82.90    | PWBLKNP STORES -75/25                                                 |
| 02/27/2023 | 859527 | AT & T Corp    | Water          | \$ (201.74) | PW-Distribution Collection Tablets 60/40 +iPad cost                   |
| 02/27/2023 | 859527 | AT & T Corp    | Water          | \$ 2,947.96 | PW-Distribution Collection Tablets 60/40 +iPad cost                   |
| 02/27/2023 | 859532 | Billings Depot | Engineering    | \$15,257.22 | March Rent                                                            |
| 02/27/2023 | 859540 | Bruco Inc      | Airport        | \$ 146.55   | Invoice #414782. Cleaner                                              |
| 02/27/2023 | 859540 | Bruco Inc      | Airport        | \$ 427.65   | Invoice #414858. Cleaner                                              |
| 02/27/2023 | 859540 | Bruco Inc      | Airport        | \$ 1,984.77 | Invoice #414894. Carpet Sweeper Parts                                 |
| 02/27/2023 | 859540 | Bruco Inc      | Airport        | \$ (288.16) | Invoice #415019. Credit for Product Airport Didn't Order But Paid For |
| 02/27/2023 | 859540 | Bruco Inc      | Facilities     | \$ 75.11    | Inv. 414726 Tork H1 Disp Black Matic                                  |
| 02/27/2023 | 859540 | Bruco Inc      | Facilities     | \$ 317.97   | Inv. 414801 Parts to repair T# @ BOC                                  |

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|------------|--------|------------------------|------------------|--------------|---------------------------------------------------------------|
| 02/27/2023 | 859540 | Bruco Inc              | Facilities       | \$ 73.92     | Inv. 415018 City Hall T3 Floor Machine parts                  |
| 02/27/2023 | 859540 | Bruco Inc              | Transit          | \$ 163.66    | Invoice #414867. Bathroom Tissue                              |
| 02/27/2023 | 859554 | Con-Wal                | Solid Waste      | \$ 67,553.45 | Portable wind fences for Landfill.                            |
| 02/27/2023 | 859560 | Cummins - Rocky Mt     | Solid Waste      | \$ 3,273.64  | 38-75678                                                      |
| 02/27/2023 | 859560 | Cummins - Rocky Mt     | Transit          | \$ 17.22     | 38-76277. Water Outlet Unit 1831. W/O 2023-2105               |
| 02/27/2023 | 859560 | Cummins - Rocky Mt     | Transit          | \$ 30.00     | 38-76277. Freight Water Outlet Unit 1831. W/O 2023-2105       |
| 02/27/2023 | 859561 | Dakota Supply Group    | Water            | \$ 56.91     | 6" TYTON PUSH-ON GASKET                                       |
| 02/27/2023 | 859561 | Dakota Supply Group    | Water            | \$ 65.85     | 8" TYTON PUSH-ON GASKET                                       |
| 02/27/2023 | 859561 | Dakota Supply Group    | Water            | \$ 2,459.84  | PIPE BURSTING - 6" PUSH-ON VALVE                              |
| 02/27/2023 | 859561 | Dakota Supply Group    | Water            | \$ 5,600.33  | PIPE BURSTING - 8" PUSH-ON VALVE                              |
| 02/27/2023 | 859561 | Dakota Supply Group    | Water            | \$ 383.81    | reddi rod and nuts for restraining water                      |
| 02/27/2023 | 859567 | Denny Menholt          | Property Ins     | \$ 5,294.32  | Inv. 433365 repairs to fire department truck #4074            |
| 03/02/2023 | 859691 | Dept of Treasury       | General          | \$ 2,695.23  | CYE2018 Form 720 Additional Fees                              |
| 02/27/2023 | 859569 | Desert Mt Corp         | Street/Traffic   | \$ 4,800.03  | Ice slicer                                                    |
| 02/27/2023 | 859573 | Downtown Blgs Partners | Tax Incrmnt N27  | \$ 3,000.00  | Signage Project through DBA - 30K budgeted for FY22Century 21 |
| 02/27/2023 | 859574 | Duval Ford             | Capital Replace  | \$ 71,806.00 | Purchase 12 Patrol SUV's.                                     |
| 02/27/2023 | 859579 | Ferguson               | Animal Shelter   | \$ 2,650.00  | Inv. 1225031 Expansion Tank for Animal Shelter                |
| 02/27/2023 | 859579 | Ferguson               | Facilities       | \$ (131.04)  | CM222117 Autoflare Strt Ftg return                            |
| 02/27/2023 | 859579 | Ferguson               | Facilities       | \$ 131.04    | Inv. 1218994-1 Autoflare Strt Ftg                             |
| 02/27/2023 | 859579 | Ferguson               | Facilities       | \$ 225.36    | Inv. 1255482 Lf 1 Wtr Hamm Arrst - C                          |
| 02/27/2023 | 859579 | Ferguson               | Facilities       | \$ 230.72    | Inv. 1275013 Stillwater Building                              |
| 02/27/2023 | 859579 | Ferguson               | Facilities       | \$ 31.56     | Inv. 1286556 Stillwater Building                              |
| 02/27/2023 | 859579 | Ferguson               | Water            | \$ 1,568.00  | 5-1/4" SAFETY FLANGE REPAIR KIT CENTURION                     |
| 02/27/2023 | 859579 | Ferguson               | Water            | \$ 1,568.00  | 5-1/4" SAFETY FLANGE REPAIR KIT CENTURION                     |
| 02/27/2023 | 859579 | Ferguson               | Water            | \$ 1,132.00  | MUELLER 3/4" to 1" IN CURB BOX - 2-1/2" TAP - 6-1/2'          |
| 02/27/2023 | 859582 | Great W Eng            | Solid Waste      | \$ 4,091.60  | MISCELLANEOUS ENGINEERING SERVICES LANDFILL                   |
| 02/27/2023 | 859584 | Guardian Security      | Library          | \$ 10,039.71 | 962 January 2023                                              |
| 02/27/2023 | 859587 | High Point Network     | Phone System     | \$ 4,845.00  | Block of Hours -T2                                            |
| 02/27/2023 | 859587 | High Point Network     | Phone System     | \$ 1,068.75  | Integrate Duo into Global Protect -working with Deb           |
| 02/27/2023 | 859589 | Holland Supply         | General          | \$ 7,518.29  | grave supplies for mountview cemetery - 14247                 |
| 02/27/2023 | 859593 | Iaff                   | Payroll Clearing | \$ 5,019.46  | Payroll Summary                                               |
| 02/27/2023 | 859595 | Ingram Library         | Library          | \$ 3.00      | 74005122                                                      |
| 02/27/2023 | 859595 | Ingram Library         | Library          | \$ 69.89     | 74005122                                                      |
| 02/27/2023 | 859595 | Ingram Library         | Library          | \$ 256.01    | 74005122                                                      |

| Check Date | Check# | Name           | Fund Name | Amount    | Item Desc |
|------------|--------|----------------|-----------|-----------|-----------|
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 506.70 | 74005122  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 56.94  | 74005122  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 0.59   | 74034750  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 11.20  | 74034750  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 49.50  | 74034750  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 17.69  | 74034751  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 0.15   | 74034751  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 26.71  | 74034752  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 10.02  | 74034752  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 0.49   | 74034752  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 13.60  | 74034753  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 0.22   | 74034753  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 1.39   | 74034754  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 4.71   | 74034754  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 81.98  | 74034754  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 17.69  | 74034754  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 10.17  | 74034755  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 0.16   | 74034755  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 642.35 | 74034756  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 7.79   | 74034756  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 3.00   | 74034756  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 18.60  | 74034756  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 366.15 | 74034756  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 437.36 | 74034756  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 39.05  | 74166745  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 75.89  | 74166745  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 0.51   | 74166745  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 11.20  | 74166745  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 38.70  | 74166746  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 67.06  | 74166746  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 0.78   | 74166746  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 14.20  | 74166746  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 0.07   | 74166747  |
| 02/27/2023 | 859595 | Ingram Library | Library   | \$ 16.51  | 74166747  |

| Check Date | Check# | Name                  | Fund Name        | Amount       | Item Desc                                       |
|------------|--------|-----------------------|------------------|--------------|-------------------------------------------------|
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 10.61     | 74166748                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 26.96     | 74166748                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 10.61     | 74166748                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 0.16      | 74166748                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 255.91    | 74166749                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 1.48      | 74166749                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 32.41     | 74166749                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 10.61     | 74166749                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 46.77     | 74166749                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 0.39      | 74166750                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 5.89      | 74166750                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 10.79     | 74166751                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 10.61     | 74166751                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 0.94      | 74166751                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 34.20     | 74166752                                        |
| 02/27/2023 | 859595 | Ingram Library        | Library          | \$ 1.67      | 74166752                                        |
| 02/27/2023 | 859597 | Instrument & Supply W | Wastewater       | \$ 16,876.80 | UV Lamp & Corp Sleeves for Rehberg Ranch Lagoon |
| 02/27/2023 | 859597 | Instrument & Supply W | Wastewater       | \$ 136.48    | Shipping Charge                                 |
| 02/27/2023 | 859610 | Kent D. Bruce         | Public Safety    | \$ 186.25    | 12496                                           |
| 02/27/2023 | 859610 | Kent D. Bruce         | Public Safety    | \$ 2,511.25  | 12496                                           |
| 02/27/2023 | 859610 | Kent D. Bruce         | Public Safety    | \$ 355.00    | 12496                                           |
| 02/27/2023 | 859610 | Kent D. Bruce         | Public Safety    | \$ 29.15     | 12496                                           |
| 02/27/2023 | 859610 | Kent D. Bruce         | Public Safety    | \$ 14.50     | 12607                                           |
| 02/27/2023 | 859610 | Kent D. Bruce         | Public Safety    | \$ 87.10     | 12607                                           |
| 02/27/2023 | 859615 | LP Anderson Tire      | Public Safety    | \$ 65.00     | 2008197                                         |
| 02/27/2023 | 859615 | LP Anderson Tire      | Public Safety    | \$ 5,698.98  | 2008353                                         |
| 02/27/2023 | 859615 | LP Anderson Tire      | Street/Traffic   | \$ 73.50     | 2008289                                         |
| 02/27/2023 | 859615 | LP Anderson Tire      | Street/Traffic   | \$ 66.50     | 2008291                                         |
| 02/27/2023 | 859615 | LP Anderson Tire      | Street/Traffic   | \$ 73.50     | 2008722                                         |
| 02/27/2023 | 859615 | LP Anderson Tire      | Street/Traffic   | \$ 118.95    | 2008840                                         |
| 02/27/2023 | 859615 | LP Anderson Tire      | Street/Traffic   | \$ 41.50     | 2008842                                         |
| 02/27/2023 | 859615 | LP Anderson Tire      | Street/Traffic   | \$ 44.50     | 2008844                                         |
| 02/27/2023 | 859632 | MFPE                  | Payroll Clearing | \$ 2,779.40  | Payroll Summary                                 |
| 02/27/2023 | 859639 | MPPA                  | Payroll Clearing | \$ 3,933.23  | Payroll Summary                                 |

| Check Date | Check# | Name                | Fund Name        | Amount      | Item Desc       |
|------------|--------|---------------------|------------------|-------------|-----------------|
| 02/27/2023 | 859628 | MT CSED             | Payroll Clearing | \$ 3,880.63 | Payroll Summary |
| 02/27/2023 | 859630 | MT Dakota Utilities | Engineering      | \$ 341.27   | 595 373 1000 1  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Facilities       | \$ 1,943.99 | 130 733 1000 8  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Facilities       | \$14,616.21 | 375 963 4481 4  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Facilities       | \$ 5,382.29 | 757 633 1000 2  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Facilities       | \$ 4,248.86 | 929 780 1000 4  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Facilities       | \$ 8,012.19 | 989 733 1000 0  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Facilities       | \$ 1,509.16 | 993 733 1000 4  |
| 02/27/2023 | 859629 | MT Dakota Utilities | Fleet            | \$ 9.22     | 31323           |
| 02/27/2023 | 859629 | MT Dakota Utilities | Fleet            | \$ 5,221.45 | 31323           |
| 02/27/2023 | 859630 | MT Dakota Utilities | General          | \$ 61.33    | 061 943 1000 6  |
| 02/27/2023 | 859630 | MT Dakota Utilities | General          | \$ 653.34   | 437 780 1000 9  |
| 02/27/2023 | 859630 | MT Dakota Utilities | General          | \$ 600.55   | 571 295 3342 8  |
| 02/27/2023 | 859630 | MT Dakota Utilities | General          | \$ 161.51   | 927 890 1000 3  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Library          | \$ 5,727.44 | 219 924 4851 0  |
| 02/27/2023 | 859630 | MT Dakota Utilities | P.W. Admin       | \$ 85.32    | 595 373 1000 1  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Park Dist 1      | \$ 143.04   | 371 101 1000 6  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Parking          | \$ 167.73   | 303 725 2591 2  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Parking          | \$ 21.03    | 717 353 1000 6  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Parking          | \$ 78.60    | 799 152 1209 0  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Public Safety    | \$ 40.56    | 062 907 9494 7  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Public Safety    | \$ 1,433.32 | 169 233 1000 3  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Public Safety    | \$ 636.81   | 442 190 1000 4  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Public Safety    | \$ 151.01   | 514 117 0478 9  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Public Safety    | \$ 843.20   | 533 653 1000 1  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Public Safety    | \$ 63.15    | 602 589 7178 1  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Public Safety    | \$ 1,404.84 | 885 880 1000 4  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Solid Waste      | \$ 1,262.57 | 284 225 1320 1  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Solid Waste      | \$ 104.26   | 602 680 9335 2  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Solid Waste      | \$ 2,719.77 | 770 390 1000 2  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Transit          | \$ 2,691.49 | 962 880 1000 0  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Wastewater       | \$ 6,644.41 | 293 780 1000 2  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Wastewater       | \$ 6,644.41 | 293 780 1000 2  |
| 02/27/2023 | 859630 | MT Dakota Utilities | Wastewater       | \$13,288.81 | 293 780 1000 2  |

| Check Date | Check# | Name                | Fund Name        | Amount       | Item Desc                                             |
|------------|--------|---------------------|------------------|--------------|-------------------------------------------------------|
| 02/27/2023 | 859630 | MT Dakota Utilities | Wastewater       | \$ 313.59    | 310 490 1000 7                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Wastewater       | \$ 346.70    | 410 490 1000 6                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Wastewater       | \$ 63.15     | 735 453 1000 2                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Wastewater       | \$ 131.67    | 868 563 1000 7                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 408.31    | 010 490 1000 0                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 65.01     | 076 225 9180 3                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 88.47     | 110 490 1000 9                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 347.26    | 209 077 5055 6                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 512.72    | 210 490 1000 8                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 940.74    | 310 490 1000 7                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 1,040.07  | 410 490 1000 6                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 5,952.33  | 500 490 1000 7                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 137.49    | 510 490 1000 5                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 170.72    | 527 033 1000 4                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 183.67    | 566 923 1000 8                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 61.35     | 600 490 1000 6                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 61.34     | 600 490 1000 6                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 145.81    | 666 923 1000 7                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 489.59    | 700 490 1000 5                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 722.65    | 800 490 1000 4                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 153.18    | 832 001 1000 1                                        |
| 02/27/2023 | 859630 | MT Dakota Utilities | Water            | \$ 702.59    | 900 490 1000 3                                        |
| 02/27/2023 | 859636 | MT State Firemen    | Payroll Clearing | \$ 10,693.97 | Payroll Summary                                       |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport          | \$ 3,395.53  | 0100483-7. Runway Lights. February 2023               |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport          | \$ 2,077.47  | 0100484-5. ARFF Facility. February 2023               |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport          | \$ 136.18    | 1138926-9. Aero Interiors. February 2023              |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport          | \$ 142.15    | 1647695-4. De Icer. February 2023                     |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport          | \$ 580.21    | 1669567-8. TSA. February 2023                         |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport          | \$ 1,527.25  | 1993430-6. Car Wash. February 2023                    |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport          | \$ 412.29    | 2001846-1. Mud Wash. February 2023                    |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport          | \$ 528.60    | 2001848-7. Detail Bay 1 Hertz. February 2023          |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport          | \$ 310.11    | 2001855-2. Detail Bay 2 National/Alamo. February 2023 |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport          | \$ 153.15    | 2001862-8. Detail Bay 3 Enterprise. February 2023     |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport          | \$ 333.66    | 2001865-1. Detail Bay 4 Avis/Budget. February 2023    |

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| 02/27/2023 | 859647 | NorthWestern Energy | Airport     | \$ 140.63   | 2001867-7. Detail Bay 5 Thrifty/Dollar. February 2023 |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport     | \$ 116.31   | 3085107-5. New Employee Parking. February 2023        |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport     | \$ 312.24   | 3446396-8. USDA. February 2023                        |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport     | \$ 1,458.87 | 3477231-9. Parking Zone. February 2023                |
| 02/27/2023 | 859647 | NorthWestern Energy | Airport     | \$ 21.18    | 3733186-5. Airport Storage. February 2023             |
| 02/27/2023 | 859647 | NorthWestern Energy | Facilities  | \$ 2,115.90 | 0975808-7                                             |
| 02/27/2023 | 859647 | NorthWestern Energy | Facilities  | \$ 766.53   | 1160802-3                                             |
| 02/27/2023 | 859647 | NorthWestern Energy | Facilities  | \$ 3,031.82 | 1160804-9                                             |
| 02/27/2023 | 859647 | NorthWestern Energy | Facilities  | \$ 2,923.84 | 1269391-7                                             |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 1,282.78 | SILMD 10 Acct# 0712546-1                              |
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| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 2,099.10 | SILMD 107 Acct# 0712560-2                             |
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| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 266.57   | SILMD 115 Acct# 0712564-4                             |
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| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 238.16   | SILMD 118 Acct# 0712567-7                             |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 142.54   | SILMD 119 Acct# 0712568-5                             |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 2,998.72 | SILMD 121 Acct# 0712570-1                             |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 224.44   | SILMD 122 Acct# 0712571-9                             |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 399.85   | SILMD 123 Acct# 0712572-7                             |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 1,166.19 | SILMD 124 Acct# 0712573-5                             |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 466.46   | SILMD 125 Acct# 0712574-3                             |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 233.24   | SILMD 126 Acct# 0712575-0                             |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 841.59   | SILMD 127 Acct# 0712576-8                             |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 589.11   | SILMD 128 Acct# 0712577-6                             |
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| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 141.43   | SILMD 130 Acct# 0712579-2                             |
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| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 262.59   | SILMD 133 Acct# 0712581-8                             |
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| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 299.87   | SILMD 139 Acct# 0712587-5 |
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| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 1,155.50 | SILMD 159 Acct# 0712602-2 |
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| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 53.91    | SILMD 162 Acct# 0712605-5 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 897.24   | SILMD 163 Acct# 0712606-3 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 448.85   | SILMD 164 Acct# 0712607-1 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 1,066.21 | SILMD 165 Acct# 0712608-9 |
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| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 280.52   | SILMD 187 Acct# 0712625-3 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 336.67   | SILMD 188 Acct# 0712626-1 |
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| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 364.66   | SILMD 192 Acct# 0712630-3 |
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| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 352.62   | SILMD 194 Acct# 0712632-9 |
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| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 212.84   | SILMD 255 Acct# 0720813-5 |
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| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 247.46   | SILMD 273 Acct# 0926386-4 |
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| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 280.52   | SILMD 293 Acct# 1481534-4 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 561.09   | SILMD 294 Acct# 1481535-1 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 133.29   | SILMD 295 Acct# 1481536-9 |

| Check Date | Check# | Name                | Fund Name   | Amount       | Item Desc                 |
|------------|--------|---------------------|-------------|--------------|---------------------------|
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 1,486.82  | SILMD 296 Acct# 1481537-7 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 252.48    | SILMD 297 Acct# 1481539-3 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 224.44    | SILMD 298 Acct# 1481540-1 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 494.71    | SILMD 300 Acct# 1662840-6 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 6,685.59  | SILMD 301 Acct# 1687005-7 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 407.54    | SILMD 302 Acct# 1607534-3 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 1,254.26  | SILMD 305 Acct# 1695873-8 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 263.50    | SILMD 306 Acct# 1740353-6 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 4,693.18  | SILMD 307 Acct# 2049005-8 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 319.27    | SILMD 308 Acct# 2072459-7 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 576.78    | SILMD 309 Acct# 2001311-6 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 268.84    | SILMD 310 Acct# 2060519-2 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 491.13    | SILMD 311 Acct# 3014475-2 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 380.10    | SILMD 312 Acct# 3146127-0 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 650.03    | SILMD 315 Acct# 3305804-1 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 1,469.63  | SILMD 316 Acct# 3291842-7 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 133.10    | SILMD 317 Acct# 3253826-6 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 994.75    | SILMD 318 Acct# 3372018-6 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 69.27     | SILMD 320 Acct# 0712569-3 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 634.78    | SILMD 321 Acct# 3338917-2 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 125.38    | SILMD 322 Acct# 3402033-9 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 1,074.06  | SILMD 323 Acct# 3597170-4 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 471.70    | SILMD 324 Acct# 1246537-3 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 426.36    | SILMD 325 Acct# 3587598-8 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 156.41    | SILMD 326 Acct# 3840455-4 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 218.86    | SILMD 327 Acct# 3810801-5 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 926.58    | SILMD 328 Acct# 3894879-0 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 115.48    | SILMD 329 Acct# 3939032-3 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 345.13    | SILMD 330 Acct# 3951594-5 |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 449.30    | SILMD 8 Acct# 0712544-6   |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 416.35    | SILMD 9 Acct# 0712545-3   |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 620.16    | SILMD 95 Acct# 0712556-0  |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 11,710.94 | SILMD 97 Acct# 0712557-8  |
| 02/27/2023 | 859648 | NorthWestern Energy | Light Maint | \$ 1,299.74  | SILMD 99 Acct# 0712558-6  |

| Check Date | Check# | Name                | Fund Name      | Amount       | Item Desc                                 |
|------------|--------|---------------------|----------------|--------------|-------------------------------------------|
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 6.00      | 0722247-4                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 108.13    | 0722255-7                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 42.91     | 0722257-3                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ -         | 0722261-5                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ -         | 0722262-3                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ -         | 0722265-6                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 21.71     | 0722266-4                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ -         | 0722268-0                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 9.04      | 0722269-8                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 12.60     | 0722292-0                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 23.80     | 0722293-8                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 6.00      | 0722905-7                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ -         | 0723027-9                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 96.14     | 0723035-2                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 7.83      | 0723036-0                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 220.29    | 0723037-8                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ -         | 0723038-6                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 50.09     | 0723042-8                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 21.18     | 0723044-4                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ -         | 0723051-9                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ -         | 0723052-7                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 8.59      | 0723055-0                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 48.81     | 0723056-8                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 8.28      | 0723057-6                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 27.50     | 0723058-4                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 6.00      | 0723162-4                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ -         | 0723170-7                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Park Dist 1    | \$ 155.35    | 0925496-2                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Public Safety  | \$ 538.07    | 0100477-9 FIRE 6 ELECTRIC SERVICE, FY2023 |
| 02/27/2023 | 859647 | NorthWestern Energy | Radio          | \$ 255.43    | 0721580-9                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Solid Waste    | \$ 2,300.95  | 3252194-0                                 |
| 02/27/2023 | 859647 | NorthWestern Energy | Street/Traffic | \$ 6.00      | 0723645-8                                 |
| 02/27/2023 | 859648 | NorthWestern Energy | Street/Traffic | \$ 16,269.17 | Signal Bills 02/17/2023                   |
| 02/27/2023 | 859647 | NorthWestern Energy | Wastewater     | \$ 1,145.47  | 0100606-3                                 |

| Check Date | Check# | Name                   | Fund Name     | Amount      | Item Desc                                                           |
|------------|--------|------------------------|---------------|-------------|---------------------------------------------------------------------|
| 02/27/2023 | 859647 | NorthWestern Energy    | Wastewater    | \$ 658.03   | 822 Shiloh Crossing BLVD Lift. Jan 2023                             |
| 02/27/2023 | 859647 | NorthWestern Energy    | Water         | \$ 989.01   | 0100485-2                                                           |
| 02/27/2023 | 859647 | NorthWestern Energy    | Water         | \$87,055.40 | 0100606-3                                                           |
| 02/27/2023 | 859647 | NorthWestern Energy    | Water         | \$ 3,436.40 | 0100606-3                                                           |
| 02/27/2023 | 859647 | NorthWestern Energy    | Water         | \$ 3,357.63 | 0722264-9                                                           |
| 02/27/2023 | 859647 | NorthWestern Energy    | Water         | \$ 2,557.43 | 0723040-2                                                           |
| 02/27/2023 | 859647 | NorthWestern Energy    | Water         | \$ 36.57    | 0723059-2                                                           |
| 02/27/2023 | 859647 | NorthWestern Energy    | Water         | \$ 530.03   | 1116452-2                                                           |
| 02/27/2023 | 859650 | On A Mission           | Public Safety | \$ 9,500.00 | "In Honor of the Charleston 9- A Study of Change Following Tragedy" |
| 02/27/2023 | 859655 | QSI 2011               | IT Resources  | \$13,243.41 | Annual Silver Level Questys Software Maintenance 4/1/2023-3/31/2024 |
| 02/27/2023 | 859659 | Rimrock Foundation     | Court Grants  | \$ 6,611.64 | 23 Jan. Rimrock Treatment Services                                  |
| 02/27/2023 | 859659 | Rimrock Foundation     | Court Grants  | \$ 1,524.45 | 23 Jan. Rimrock Treatment Services                                  |
| 02/27/2023 | 859661 | Routeware              | Solid Waste   | \$ 4,331.25 | EasyRoute Professional Services - January 2023.                     |
| 02/27/2023 | 859661 | Routeware              | Solid Waste   | \$20,457.54 | Q2 2023 Support. Routeware Control Center Support.                  |
| 02/27/2023 | 859663 | Salt Lake WS Sports    | Public Safety | \$ 8,302.00 | 9mm ammo                                                            |
| 02/27/2023 | 859665 | Simply Family Magazine | General       | \$ 4,388.00 | simply family magazine insert - 2023-1586                           |
| 02/27/2023 | 859666 | Solid Waste System     | Solid Waste   | \$ 20.25    | 152218                                                              |
| 02/27/2023 | 859666 | Solid Waste System     | Solid Waste   | \$ 390.24   | 152218                                                              |
| 02/27/2023 | 859666 | Solid Waste System     | Solid Waste   | \$ 339.20   | 152219                                                              |
| 02/27/2023 | 859666 | Solid Waste System     | Solid Waste   | \$ 59.50    | 152219                                                              |
| 02/27/2023 | 859666 | Solid Waste System     | Solid Waste   | \$ 860.88   | 152250                                                              |
| 02/27/2023 | 859666 | Solid Waste System     | Solid Waste   | \$ 513.75   | 152250                                                              |
| 02/27/2023 | 859666 | Solid Waste System     | Solid Waste   | \$ 543.58   | 152373                                                              |
| 02/27/2023 | 859666 | Solid Waste System     | Solid Waste   | \$ 19.82    | 152373                                                              |
| 02/27/2023 | 859666 | Solid Waste System     | Solid Waste   | \$ 1,010.57 | 152382                                                              |
| 02/27/2023 | 859666 | Solid Waste System     | Solid Waste   | \$ 67.39    | 152382                                                              |
| 02/27/2023 | 859666 | Solid Waste System     | Solid Waste   | \$ 213.77   | 152382                                                              |
| 02/27/2023 | 859666 | Solid Waste System     | Solid Waste   | \$ 780.48   | 152509                                                              |
| 02/27/2023 | 859666 | Solid Waste System     | Solid Waste   | \$ 226.24   | 152509                                                              |
| 02/27/2023 | 859666 | Solid Waste System     | Solid Waste   | \$ 22.44    | 152509                                                              |
| 02/27/2023 | 859668 | Spencer Industries     | Water         | \$ 6,238.20 | NONSTOCKING ITEMS-P.U.D.                                            |
| 03/02/2023 | 859692 | Stir                   | Tax Incrmnt E | \$22,354.00 | Fence Project with EBURD TIF Assistance                             |
| 02/27/2023 | ACH    | Town & Co Supply       | Fleet         | \$ 8,032.71 | 433644                                                              |
| 02/27/2023 | ACH    | Town & Co Supply       | Fleet         | \$16,040.48 | 433644                                                              |

| Check Date | Check# | Name                  | Fund Name     | Amount      | Item Desc                                          |
|------------|--------|-----------------------|---------------|-------------|----------------------------------------------------|
| 02/27/2023 | ACH    | Town & Co Supply      | Fleet         | \$ 3.59     | 433646                                             |
| 02/27/2023 | ACH    | Town & Co Supply      | Fleet         | \$12,814.08 | 433646                                             |
| 02/27/2023 | ACH    | Town & Co Supply      | Fleet         | \$ 4,841.66 | 433646                                             |
| 02/27/2023 | ACH    | Town & Co Supply      | Fleet         | \$ 7,278.28 | 433646                                             |
| 02/27/2023 | ACH    | Town & Co Supply      | Fleet         | \$ 5,057.10 | 433646                                             |
| 02/27/2023 | ACH    | Tractor & Equip       | Fleet         | \$ 4,282.80 | BBC235226                                          |
| 02/27/2023 | 859679 | Vertiv Corp           | IT Resources  | \$ 4,321.74 | UPS Battery Qty. 24 HX205 and Freight charges      |
| 02/27/2023 | 859685 | Ylwstn Co Finance     | Building      | \$ 6,990.97 | Miller Building; Building Division; March Rent     |
| 02/27/2023 | 859685 | Ylwstn Co Finance     | CDBG          | \$ 5,437.13 | Miller Building; Community Development; March Rent |
| 02/27/2023 | 859685 | Ylwstn Co Finance     | General       | \$ 2,175.48 | Miller Building; Code Enforcement; March Rent      |
| 02/27/2023 | 859685 | Ylwstn Co Finance     | Planning      | \$ 4,657.35 | Miller Building; Planning Dept; March Rent         |
| 02/27/2023 | 859689 | Ylwstn Vly An Shelter | Public Safety | \$ 160.00   | boarding charges                                   |
| 02/27/2023 | 859689 | Ylwstn Vly An Shelter | Public Safety | \$27,025.00 | city contract                                      |

**City Council Regular**

**Date:** 03/27/2023  
**Title:** Zone Change 1022 - 630 Logan Lane - NO to NMU - Public Hearing and 1st reading  
**Presented by:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review** Not Applicable

**RECOMMENDATION**

The Zoning Commission is recommending approval and adoption of the findings of the 10 review criteria for Zone Change 1022.

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

This is a zone change request for property at 630 Logan Lane that is currently zoned Neighborhood Office (NO). The proposed zoning is Neighborhood Mixed Use (NMU), a zoning intended to provide another level of services within neighborhoods or along corridors within neighborhoods. Logan Lane is a small east/west connecting street between Main Street, a large commercial corridor, and Bench Boulevard, a smaller mixed use corridor. A range of uses can occur along a connecting corridor including offices, small service businesses and all types of residential housing from single family to multifamily. The purpose of this zone change is to allow the structures on the property to be converted for use by the Billings Islamic Center, a new owner of the property. Religious assembly uses are not allowed by right in the NO zone district, but are allowed in the NMU district.

The previous zoning along this connecting corridor was Highway Commercial from Main Street to the BBWA lateral drain ditch that crosses Logan Lane about 850 feet to the east. The zoning changed at this point to Residential 6,000 (R-60) and continued to the east with the intersection with Bench Boulevard. The previous zone of Highway Commercial (HC) allowed a wide variety of sometimes incompatible uses such as lumberyards, single family homes and multifamily apartments. While some locations with this zoning stayed relatively compatible, others did not. When the city and county embarked on updating the zoning code and districts in 2017, the intent was to "right-zone" developed property to encourage more predictable and compatible uses moving forward. Some of the most challenging areas for updating zone districts included these connecting corridors where both the city and county made zoning decisions that appeared to create uniformity, but did not. There are two single family homes to the west of the subject property - closer to Main Street. These two homes sit just west of the Cono-mart gas station and convenience store at the corner of Logan Ln and Main Street and just north of the Franz Bakery Outlet on Main Street. Directly to the east is a heavy commercial zone where an industrial generator sales and service provider is located. Just east of this business are two more single family homes then an office building at 718 Logan Lane, owned by a ranch from Custer MT. East of the ditch crossing, the area becomes more residential and compatible with adjacent uses. The zone district update reflects the existing developed uses on the west end of Logan Lane so this lot, and the other lots developed for single family uses, were zoned Neighborhood Office, and not Heavy Commercial (CX), the corollary zone district to Highway Commercial. In addition, the Four Season Shopping Center on the north side of Logan Lane was updated to Corridor Mixed Use 2 (CMU2), to reflect the actual development and uses on the property.

The property was converted several decades ago in 1972, from a residential dwelling to a service business - Downer's TV. The business thrived for several decades but was eventually replaced with other service oriented businesses such as Talktronics and more recently, Prestige Construction. The Islamic Center purchased the property in August 2022 from an investment company in Missoula, Canyon Creek Investments.

The south side of Logan Lane is still built to a county road section standard without curbs, gutters or sidewalks. The north side of Logan Lane next the Four Seasons Shopping Center has done city level street improvements over the years to include all "complete street" improvements including a sidewalk, curbs, and gutters. The remaining sections of Logan Lane are still 24 feet of pavement, with gravel edges. The Logan Lane right of way west of the ditch crossing is 53.5 feet in width with about 30 feet of pavement width to accommodate two westbound lanes on the north side and one eastbound lane on the south side. East of the ditch crossing the right of way width decreases to about 37 feet and about 18 to 20 feet of pavement with gravel shoulders on both sides. No traffic counts have been done on Logan Lane, but it serves as the only signalized entry point to the Four Seasons Shopping Center. All the remaining entries and exits to the shopping center are not signalized. It is likely traffic exiting the shopping center and heading south on Main Street would use the signalized intersection. Main Street at this location is seven lanes wide and carries about

25,000 vehicle trips per day. Entering or crossing this many lanes of traffic with this volume and speed is safer at a signalized intersection.

The new owners would like to establish a place for residents and visitors of the Islamic faith to gather for prayer, religious services, as well as community and social gatherings. The owners intend to renovate and improve the property over time but do not have plans to demolish any structures. In general, our zoning code allows all types of assembly uses, religious or not, in most commercial zone districts. The NO district is our lowest intensity commercial district and is intended mostly for professional offices and for residential uses. The NMU zone, the next step in the zone district assembly, is intended for a wider variety of commercial uses including services that go beyond the typical work day of 9 am to 5 pm and can include restaurants, craftsman such as jewelers and tailors as well as retail and assembly spaces such as schools, and places for religious worship. While religious assembly uses are allowed by special review approval in all other districts, the applicants prefer to have an allowed use and the correct zoning for the proposed use.

The applicant conducted the required pre-application neighborhood meeting and Planning staff has reviewed the submitted materials for the zone change application. Planning staff is recommending approval based on the proposed findings of the 10 review criteria for zone changes. The proposed zoning will fit in with the adjacent uses and zoning districts surrounding the property. A re-use of the existing structure for a place of worship and community gathering will enhance the existing community fabric in this area. The ease of access to and from Main Street as well as a second connection to the east (Bench Blvd) should alleviate any traffic concerns. Property improvements including better maintenance of the buildings and grounds will improve the area as well. The use will not have any impact on schools, water or sewer services or public safety services.

## **STAKEHOLDERS**

Planning staff notified the surrounding owners, published a legal ad and posted the property as required by the zoning regulations. Planning staff has not received any correspondence on the proposed zone change from surrounding owners.

The Zoning Commission conducted a public hearing on March 7, 2023, and received the staff recommendation of approval and the proposed findings of the 10 review criteria. The applicant and agent provided testimony in favor of the zone change. Jonah Sullivan of 2927 Monty's Circle spoke in favor of the application. The agent for the Billings Islamic Center, Ala' Abdel Ghafour of 1272 Grubstake Circle spoke in favor of the application. Mr. Ghafour stated this will be the first space for the Islamic community but as the congregation grows they may move to another location. He stated having a center like this one will help keep professionals such as doctors and engineers who are of the Islamic faith in Billings. He stated many now move on after a few years because there is no place for community worship and celebration.

Zoning Commission member Dave Goss asked about the special review requirement for religious assembly in the existing zone. Staff provided clarification on the requirement and stated the owner preferred to pursue a zone change to a district that allows the use.

Zoning Commission member Trina White made a motion to recommend approval and adoption of the 10 review criteria. The motion was seconded by Zoning Commission member Dan Brooks, and the motion was approved on a 5 to 0 vote.

## **ALTERNATIVES**

The City Council may take one of the following actions:

- Recommend approval and adoption of the findings of the ten review criteria for Zone Change 1022; or,
- Recommend denial and adopt different findings of the ten review criteria for Zone Change 1022; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the zone change request.

The applicant has not requested a delay or a withdrawal of the application at this time.

## **FISCAL EFFECTS**

Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

## **SUMMARY**

Prior to any action on the requested zone change, the City Council shall consider the following recommended findings of the 10 review criteria:

1. Is the new zoning designed in accordance with the Growth Policy and neighborhood plans?  
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:

**Essential Investments** (relating public and private expenditures to public values)

- Infill development and development near existing City infrastructure may be the most cost-effective
- Neighborhoods that are safe and attractive and provide essential services are much desired

**Mobility and Access** (transportation choices in places where goods and services are accessible to all)

- Connecting people to places with transportation choices is vital to the well-being of Billings' residents, businesses and visitors
- Development oriented to transit routes will provide more transportation choices and is preferred

**Prosperity** (promoting equal opportunity and economic advancement)

- Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses
- Retaining and supporting existing businesses helps sustain a healthy economy

The proposed zoning would allow an existing commercial property to be converted to a place of worship for people of the Islamic faith who either live in Billings or are visiting Billings. There are no other locations in Billings that serve as a place of prayer or worship for the Islamic community. The proposed zone aligns with allowed continued light commercial development along the south side of Logan Lane west of the ditch crossing. The NMU district allows neighborhood services, assembly uses and the proposed project will refresh the existing buildings, improving the aesthetic of the property and the south side of Logan Lane.

The proposed zoning is also supported by the Billings Heights Neighborhood Plan that indicated the area between the parallel streets of Main Street and Bench Boulevard would be areas where mixed uses and higher density housing might develop. A gradual and incremental change from residential uses to mixed uses is desirable.

2. Is the new zoning designed to secure from fire and other dangers?

The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

3. Whether the new zoning will promote public health, public safety and general welfare?

Public health and public safety are promoted by the proposed zoning. This is not a unique to the NMU zone, but instead is promoted by all adopted zoning districts within the City of Billings. The site and structure regulations found in 27-400-4 in the NMU district promote the minimum standards to ensure public healthy and safety and promote general welfare. Public health and public safety will be promoted by the proposed zone change. The proposed NMU zoning would allow the owner to ensure future development is not intrusive to neighboring property, and still allow compatible uses with the adjacent zoning. Upgrading an older commercial structure for a place of community assembly and religious worship will be beneficial for general health and welfare of the district.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

Transportation: The proposed zoning will have no appreciable effect on the adjacent transportation network. During religious holidays or events there may be a need to secure additional parking from nearby neighbors, but these are ephemeral events.

Water and Sewer: The City provides water and sewer to the property. The Public Works Department which includes city utilities voiced no concerns.

Schools and Parks: Schools and parks should not be negatively affected by the proposed zoning. The proposed development does not include residential uses, therefore, additional students due to this zone change would not be anticipated.

Fire and Police: The subject property is served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5. Will the new zoning provide adequate light and air?

Similar to criteria 2 and 3, the proposed NMU zone, like all zones, requires minimum setbacks to allow for adequate separation between structures and adequate light and air. This parcel is presently vacant therefore any new structure will be required to meet the standards required by Section 27-400-4.

6. Will the new zoning effect motorized and non-motorized transportation?

The existing property does not have city-level street front improvements. The city may require these improvements in

the future through a special improvement district, but traffic volume is very low on this street. The existing street can handle any small increase in traffic volume. The new zoning designation itself should not have any measurable effect on the transportation system.

7. Will the new zoning promote compatible urban growth?

The proposed zoning is compatible with the adjacent zoning and existing urban growth in the vicinity. Property east of the subject parcel is zoned CX - Heavy Commercial. The Four Seasons Shopping Center to the north is zoned CMU2 and the property to the south is zoned CMU1 (Franz Bakery Outlet). The two single family homes to the west are zoned NO. The zoning does promote compatible urban growth.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. The proposed zoning will allow a religious assembly and neighborhood services on a small connecting street close to a signalized intersection on Main Street, a major commercial corridor. The proposed zoning is compatible with the adjacent zoning and existing urban growth in the vicinity. Property east of the subject parcel is zoned CX - Heavy Commercial. The Four Seasons Shopping Center to the north is zoned CMU2 and the property to the south is zoned CMU1 (Franz Bakery Outlet). The two single family homes to the west are zoned NO. The property is suitable for the proposed use and will fit in with the character of the surrounding districts.

9. Will the new zoning conserve the value of buildings?

The new zoning is not expected to alter the value of any buildings in the area. Any re-development or remodeling of the property will need to meet the site development requirements for proportionate compliance with zoning standards (if any), including landscaping, screening, building heights and setbacks.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

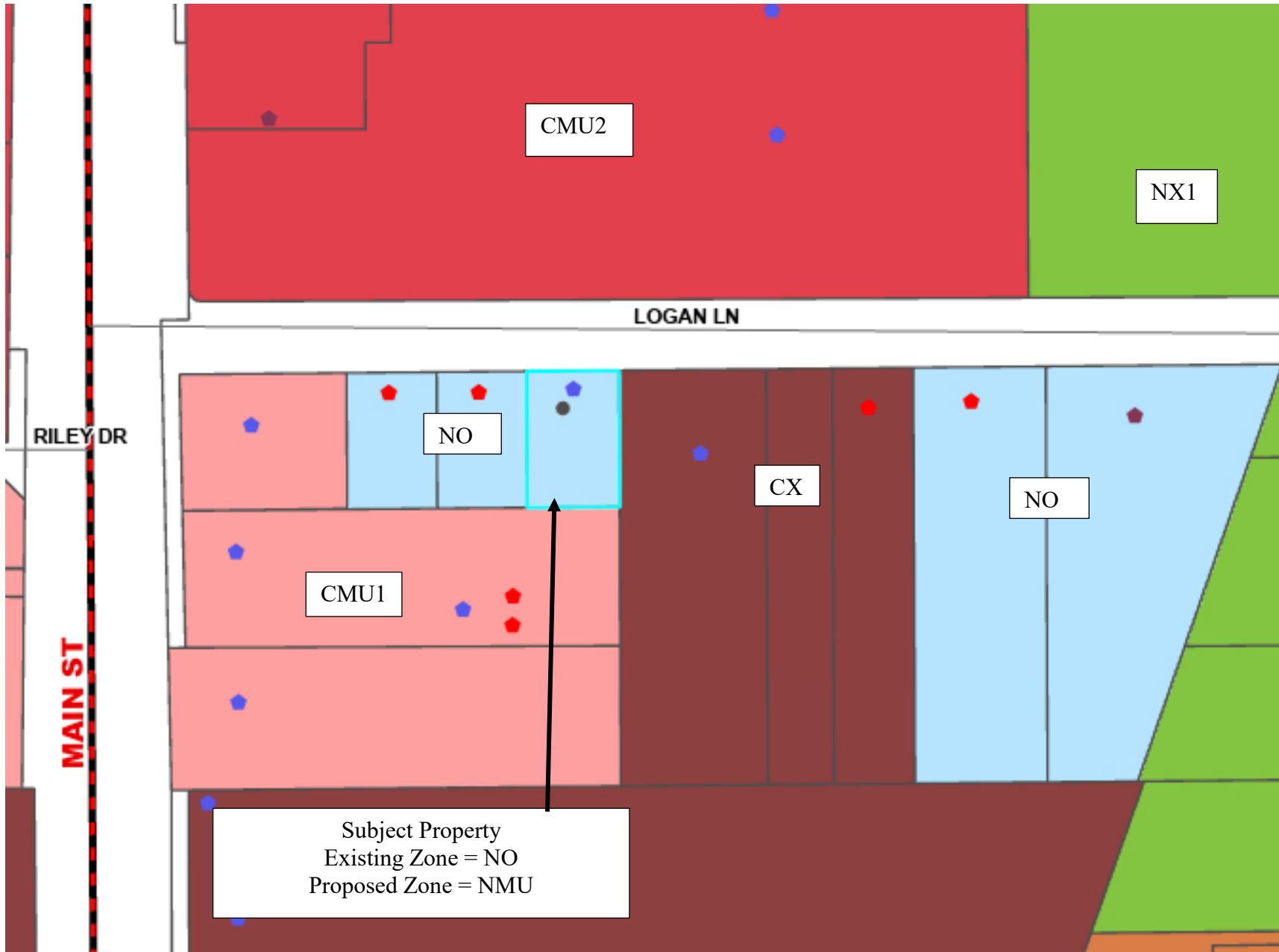
The proposed zoning will allow the re-use of the property in a mixed use area and will encourage the most appropriate use of land in the district. Supporting local religious communities is beneficial to the economic growth and social/neighborhood fabric for the City of Billings.

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### Attachments

Zoning Map and Site Photos  
Application Letter and Preapplication notes  
Chart of Zoning History  
ZC 1022 Ordinance

City Zone Change 1022 – 630 Logan Lane  
Zoning Map and Site Photos





Subject Property



Subject Property view south from Logan Lane



View west along Logan Lane



View east along Logan Lane



View north east across Logan Lane



View north across Logan Lane – Four Seasons Shopping Center



View north west across Logan Lane



View north across Logan Lane to Four Seasons Shopping Center

# APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change # 1022 - Project # PZX-22-00270

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning Neighborhood Office (NO)

Proposed Zoning: Neighborhood Mixed Use (NMU)

TAX ID# C01111 CITY ELECTION WARD 2

Legal Description of Property: C.O.S. 169, PARCEL D, (LESS 5 FT STRIP) LOCATED IN LT 17 LOGAN SUBD 2ND

Address or General Location (If unknown, contact City Engineering): 630 Logan Lane

Size of Parcel (Area & Dimensions): 7477 Sq. Ft.

Present Land-Use: Billings Islamic Center

Proposed Land-Use: Same with conforming zoning

Covenants or Deed Restrictions on Property: Yes        No X

If yes, please attach to application

\*\*\* Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): Billings Islamic Center  
(Recorded Owner)  
630 Logan Lane Billings MT 59105  
(Address) 406.698.3014 ala.zaki@elite-act.com  
(Phone Number) (email)

Agent(s): Ala' Abdel Ghafoor  
(Name)  
1272 Grubstake Circle Billings MT 59105  
(Address) 406.698.3014 ala.zaki@elite-act.com  
(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: Ala' Abdel Ghafoor Date: 1/19/2023  
(Recorded Owner)



Date Stamp

Zone Change Application Packet 2022/2023

**A. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?**

Consistent with the adopted Growth Policy of the City of Billings, the proposed Billings Islamic Center (BIC) contributes greatly to the community fabric of the Billings community while encouraging economic prosperity. As the only established place of worship for members of the Islamic community in the Lower Yellowstone Valley region, the BIC will greatly enhance the religious diversity of Billings and surrounding communities. This diversity will in turn provide religious community for countless university students, as well as professionals in the medical, petroleum engineering, and other highly skilled industries who currently routinely find themselves without a place of worship while attempting to live and work in Billings.

Further, the BIC will provide an opportunity for the City of Billings to continue to act as a beacon of interfaith acceptance and inclusiveness. In keeping with the social traditions of the Billings community which spawned the Not In Our Town movement, residents of Billings will have opportunities to come together with the Islamic community to socialize, celebrate, and partake of the rich cultural and religious history of Islam as it exists in other countries across the globe.

**B. 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 proposed site includes four structures. The foremost, main structure will provide a place for meeting, studying, and socializing for up to 20 people. Additionally, the rearward 'garage' structure, once renovated for the BIC's uses, will provide space for several dozen worshipers to come together in prayer, or for the same numbers of attendees to participate in feasts and other communal activities. The other two structures on the property can serve as places for storage, freeing the other two structures for flexible use in the manner described above.

The grounds will be updated to also enable people to come together outside for barbecues or other gatherings. While landscaping was somewhat neglected by the previous owners, the BIC's pride of place ensures that the outdoor spaces set aside for congregating as a community will be made both comfortable and visually appealing.

The BIC currently estimates that 12-15 vehicles can park onsite while still providing for the other uses described herein. Adjacent businesses can be engaged to provide overflow parking for holidays or other special occasions requiring more parking space.

**C. How the proposed use is compatible with nearby uses, and how the applicant intends to mitigate any potential impacts?**

Nearby Main Street is one of Billings' main arteries. Many other religious facilities in the Billings Heights enjoy approximately similar ease of access, and the BIC is excited to be included among such estimable company.

Potential impacts include parking difficulties, particularly around the time of major festivals among the Islamic community. There exist nearby several parking places which are routinely unused, and for which arrangements may be made to ensure BIC attendees can park safely, and without disrupting traffic in the surrounding neighborhood.

There will be no onsite activities which would violate noise ordinances or other nuisances attributable to the number of people in attendance.

**D. How the proposed use will not impede the normal improvement of surrounding property.**

The BIC is committed first to be good neighbors in our interactions with the Billings community. We will make no additions, and will not otherwise modify our property in any manner which infringes on the rights of surrounding property owners to modify their own lawful property in any approved way.

## 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:** Neighborhood Office (NO)
2. **Written description of the Zone Change Plan** including existing and proposed new zoning:  
Neighborhood Mixed Use (NMU)

3. **Subject Property Map:** please attach to this form completed

4. **Legal Description of Property:**

C.O.S. 169, PARCEL D, (LESS 5 FT STRIP) LOCATED IN LT 17 LOGAN SUBD 2ND

5. **Neighborhood Task Force Area:** Yes /// No . If Yes, Name of Task Force and mailing  
address of Chairperson:

Heights Comm Development - Frank Ewalt

6. **Roster of persons who attended the pre-application neighborhood meeting:** please attach  
to this form Please provide

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 29, day of August,  
2022.

2) The zone change application is based on materials presented at the meeting.

Owner (s): Billings Islamic Center Telephone: 406.698.3014  
Address: 630 Logan Lane Email: Ala.Zaki@elite-act.com  
Billings, MT 59105

Agent (s): Ala Abdel-Ghafoor / President Telephone: 406.698.3014  
Address: 1272 Grubstake Circle Email: ala.zaki@Elite-Act.com

**BILLINGS**  
ISLAMIC CENTER

August 29, 2022

Dear Neighbor,

On behalf of the Billings Islamic community and the Billings Islamic Center, we would like to invite you to a zoning pre-application neighborhood meeting scheduled for Thursday, September 8 at 6:00 pm. The meeting will be held at 630 Logan Lane.

The full legal description is:

*S22, T01 N, R26 E, C.O.S. 169, PARCEL D, (LESS 5 FT STRIP) LOCATED IN LT 17 LOGAN SUBD 2ND*

The purpose of the meeting will be to discuss a proposed change from the current zoning of Neighborhood Office (NO) to Neighborhood Mixed Use (NMU) to allow us to host our non-profit, faith-based organization on the property.

The Board of Directors of Billings Islamic Center and representatives of the Islamic community in Billings will be present at the meeting to answer any questions you may have.

We look forward to meeting you and visiting with you.

Sincerely,

DocuSigned by:

*Ala' Abdel Ghafour*

085EBC133C8446F...

Ala' Abdel-Ghafour, President

cc: BIC Board of Directors

(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Labaran Musah and Abdul Raheem)

COMMENTS:

*9/08/22-Written by Marguerite Felig/Marguerite Felig*  
*I have been acquainted with Imam Adam Mallak for about 30 years. He actively supports those of us who have a different faith, and has supported interfaith events. I also know members of his family and many from the Islamic community. Some of them came to study at MSU and returned to their home country. I was privileged to get to know them! The intent of a Muslim faith Center, to allow Muslim believers a place to worship and support one another, is necessary.*

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Ala' Abdel-Ghafour, President

cc: BIC Board of Directors

(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Labaran Musah and Abdul Raheem)

COMMENTS:

*I attended the open house for the new Islamic Center and am so happy the Muslim community will have a place to worship. I more than welcome them to our neighborhood*

*Dr. Cindy Delk*

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(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Labaran Musah and Abdul Raheem)

## COMMENTS:

*I am a professor at MSUBillings and I have had Pakistani international students who were muslim + had nowhere to practice their faith. The university is embracing a more diverse population + this would add much to the community*

**BILLINGS**  
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Ala' Abdel-Ghafour, President

cc: BIC Board of Directors

(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Labaran Musah and Abdul Raheem)

## COMMENTS:

*As a pastor of the family Church on S. 29<sup>th</sup>, we welcome the physical presence of the Billings Islamic Center. I have personally fellowshiped with their community and believe they will be a wonderful addition to The Billings Heights.*  
*Paul D. Moezzo (406) 591-1921*



August 29, 2022

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Ala' Abdel-Ghafour, President

cc: BIC Board of Directors

(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Labaran Musah and Abdul Raheem)

## COMMENTS:

*As a neighbor and, on behalf of the Billings Montana Interfaith Network, Billings Sanctuary Rising and Billings First Congregational church we heartily support the Billings Islamic Center and Community to the neighborhood at 630 Logan Drive in Billings. The Billings Islamic Center enhances the Billings community by their presence, their sense of community and the manifestation of their faith. It is*



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Ala' Abdel-Ghafour, President

cc: BIC Board of Directors

(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Labaran Musah and Abdul Raheem)

*Tim & Gladys Westman*  
406-671-5450 ~ 406-671-3451

COMMENTS:

*Welcome to the neighborhood!*  
*We wish you success in your endeavors. The only concern we have would be the shortage of parking on your lot.*

*Our lot next door @ 636 Logan is large, but it is currently leased to HMCragg, based in Enid, MN. We own the lot, but any permissions for use would need to come from them.*

*One warning - a very noxious weed 'goatheads' has spread on both our lots & must be controlled.'*



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cc: BIC Board of Directors

(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Labaran Musah and Abdul Raheem)

COMMENTS:

*After visiting with several members of the Islamic group, I was impressed with their commitment to establish a Center. They conveyed the idea that they want to be good neighbors.*

*I don't know a lot about the Islamic religion or their culture. I wish them the best on their endeavor.* Robert Popelka



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085EBC133CB446F

Ala' Abdel-Ghafour, President

cc: BIC Board of Directors

(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Labaran Musah and Abdul Raheem)

COMMENTS:

*We are happy to welcome the Muslim community in Billings. We know many great people and be friend and like family. Should Billings welcome worship God together. God Blesses Billings for Interfaith community.*

*Yurako Martin*

**BILLINGS**  
ISLAMIC CENTER

August 29, 2022

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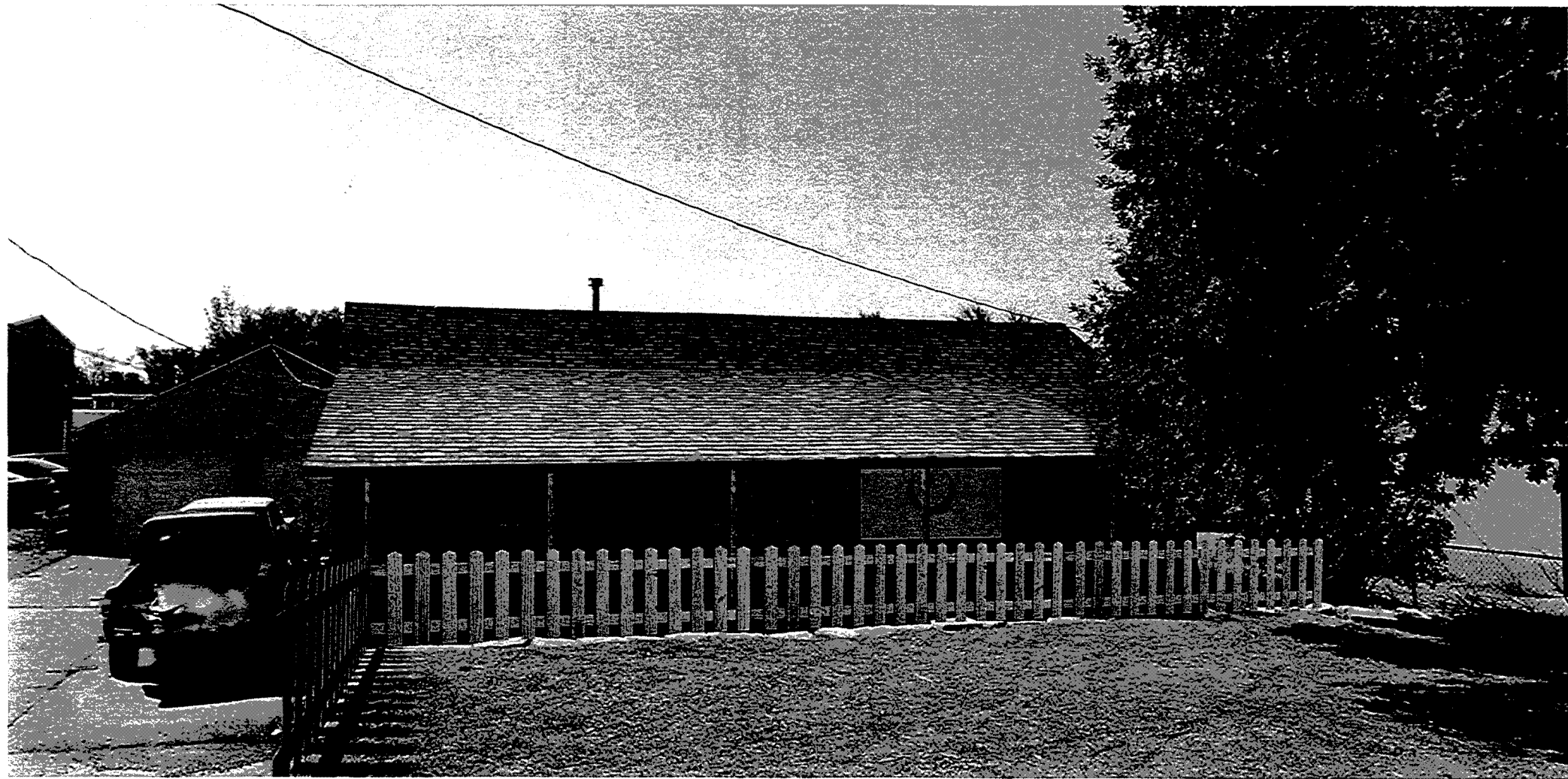
COMMENTS:

*- I fully support the establishment of a Billings Islamic Center. It will add cultural and faith diversity to our city.*

*The Islamic Faith Center supports prayer as well as family values and is a place for our brothers and sisters in faith to worship.*

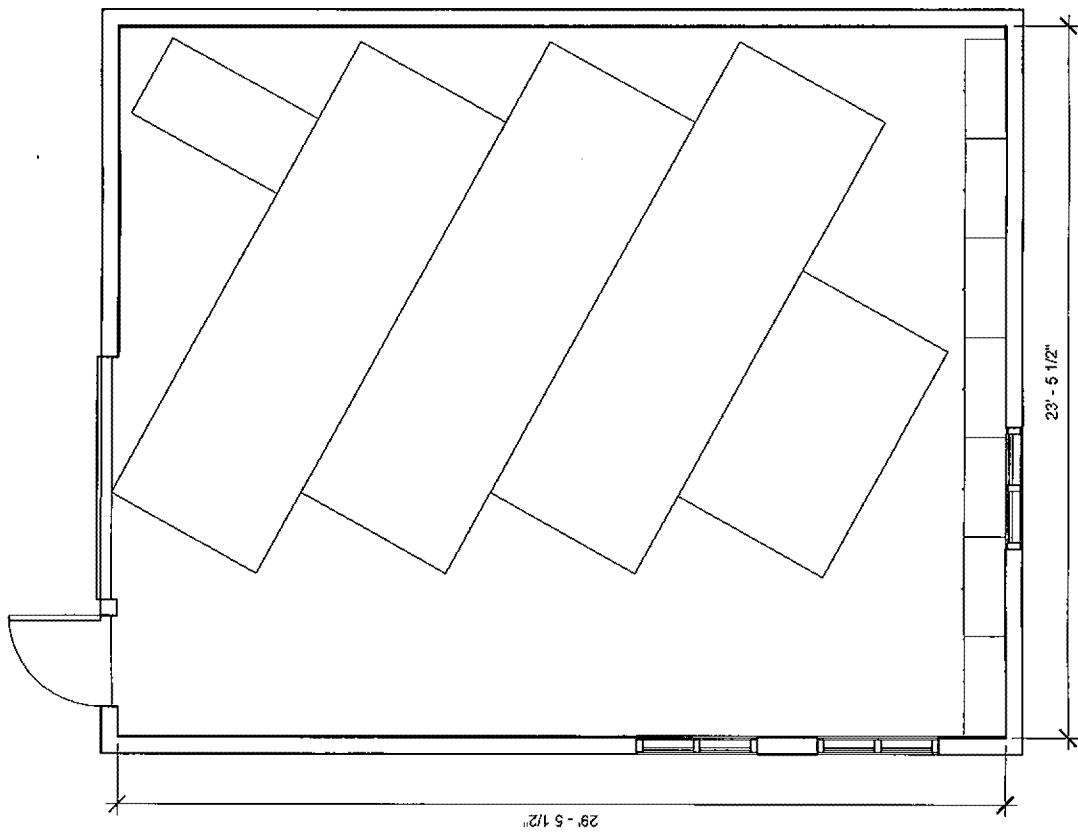
*Sincerely,*

*Ashid Khoo*









City Zone Change 1022 – 630 Logan Lane  
Chart of Zoning History

| <b>SUBJECT PROPERTY</b>              | <b>Application</b> | <b>DATE</b> | <b>FOR</b> | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>               |
|--------------------------------------|--------------------|-------------|------------|-----------------------|--------------------------------------|
| 630 Logan Lane                       | NA                 |             |            |                       |                                      |
|                                      |                    |             |            |                       |                                      |
| <b>SURROUNDING PROPERTY</b>          | <b>Application</b> | <b>DATE</b> | <b>FOR</b> | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>               |
| 636 Logan Lane                       | County ZC 30       | 12/1974     | R-60 to HC | Y                     |                                      |
| 1327 Main St                         | County ZC 68       | 11/1975     | R-60 to HC | Y                     | Four Seasons Shopping Center         |
| 1005 Main St                         | City ZC 275        | 11/1979     | RMH to HC  | Y                     | Now CX                               |
| 1001 Main St                         | City ZC 905        | 12/2012     | RMH to HC  | Y                     | Now CX                               |
| 1005 Main St                         | City ZC 910        | 8/2013      | RMH to HC  | Y                     | Now CX                               |
| 429 Josephine Dr                     | County ZC 203      | 9/1978      | RMF to CC  | Y                     | Now CX & RMH                         |
| 430 Josephine Dr                     | City ZC 490        | 11/1985     | RMF to CC  | No                    |                                      |
| 430 Josephine Dr                     | City ZC 967        | 8/2018      | RMF to CC  | Yes                   | Now CMU1                             |
| 491 Hilltop and 811-819 Lake Elmo Dr | City ZC 622        | 9/1997      | RMF to CC  | Y                     | Now CMU1 & NX2                       |
| 527 Lake Elmo Drive                  | City ZC 1013       | 6/2022      | N2 to NMU  | Y                     | New office space<br>In existing home |

ORDINANCE 23-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THE ZONE CLASSIFICATION ON C/S 169,  
Parcel D (less 5-foot strip) located in Lot 17 of Logan  
Subdivision, BE AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

**Section 1. RECITALS.** *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC, provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.*

**Section 2. DESCRIPTION.** **C/S 169, Parcel D (less 5-foot strip) located in Lot 17 of Logan Subdivision,** is presently zoned **Neighborhood Office (NO)** and is shown on the official zoning map within this zone.

**Section 3. ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **C/S 169, Parcel D (less 5-foot strip) located in Lot 17 of Logan Subdivision,** is hereby changed from **Neighborhood Office (NO)** to **Neighborhood Mixed Use (NMU)**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining **Neighborhood Mixed Use (NMU)** as set out in the Billings, Montana City Code.

**Section 4. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 5. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 6. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 27<sup>th</sup> day of March, 2023.

PASSED, ADOPTED and APPROVED on second reading this 10<sup>th</sup> day of April, 2023.

CITY OF BILLINGS

BY: \_\_\_\_\_

William A. Cole, Mayor

Attest:

BY: \_\_\_\_\_

Denise R. Bohlman, City Clerk  
Zone Change 1022 - 630 Logan Lane

## City Council Regular

**Date:** 03/27/2023  
**Title:** Public Hearing and First Reading of Ordinance amending BMCC 18-204  
**Presented by:** Gina Dahl  
**Department:** Legal  
**Presentation:** Yes  
**Legal Review** Not Applicable

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## RECOMMENDATION

Staff recommends Council conduct a public hearing and approve first reading of the ordinance amending section 18-204 of Billings Montana City Code prohibiting weapons and firearms in city facilities.

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

Montana is an "open carry" state and there are no state laws restricting or regulating open carry. Anyone may openly carry anywhere except within school buildings as prohibited by local school districts (MCA 45-8-361) and within a publicly owned and occupied building as prohibited by the local government (MCA 45-8-351).

SB 357 in 2019 directed LR130 be placed on the ballot. LR 130, which became effective on January 1, 2021, limited local government's ability to prevent or regulate unpermitted concealed weapons to only an occupied building under its jurisdiction.

HB 102, passed in the 2021 session and fully effective as of June 1, 2021, further limited local governments' ability to restrict both concealed and permitted concealed weapons. The legislation generally allows unpermitted concealed carry to any person who is eligible to possess a firearm under state or federal law anywhere in the state, restricted local governments authority over permitted concealed weapons carriers, and provided limited exceptions to both.

HB 102 removed the existing list of people/places restricted from conceal carry and replaced with a new provision allowing persons with a permit to conceal carry anywhere in Montana except:

- detention facilities,
- federally owned buildings,
- school buildings,
- within a courtroom or an area of a courthouse in use by court personnel (by order of the judge), or
- on private property at the discretion of the owner or possessor (45- 8-328, MCA.)

Three limitations remain on unpermitted concealed carry:

1. A person must still undergo the federal background check and waiting period (45-8-330, MCA)\
2. If the local government has restricted unpermitted concealed carry in publicly owned and occupied buildings within its jurisdiction, they cannot conceal carry in those facilities (45-8-351, MCA)
3. A person cannot conceal carry in portions of a building used for state or local government offices. State law still prohibits unpermitted concealed carry in those locations (45-8- 328(a), MCA)

As a result of the legislation (LR-130, which was effective January 1, 2021), local governments may no longer:

- Restrict any carrying of firearms at public assemblies
- Restrict any carrying of firearms at parks
- Restrict any carrying of firearms on school grounds
- Restrict any carrying of firearms in public buildings that are not publicly owned and occupied.
- Restrict permitted concealed carry of firearms in publicly owned and occupied buildings.

## STAKEHOLDERS

City staff, city council members, and all members of the public using city facilities.

## ALTERNATIVES

City Council may:

- Approve;
- Amend; or,
- Not Approve.

If Council does not approve the amendment, section 18-204 will not comport with state law regarding permitted concealed firearms.

#### **FISCAL EFFECTS**

There are no significant fiscal effects as a result of this amendment to city code.

#### **SUMMARY**

The City may restrict open carry and unpermitted concealed carry in publicly owned and occupied buildings within the City. The City may continue to restrict permitted concealed carry in certain areas of a public building or in courtrooms, detention facilities, etc.

---

#### **Attachments**

Ordinance - red lined

Ordinance - clean version

ORDINANCE 23-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING  
THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE  
AMENDED BY REVISING SECTION 18-204

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

**Section 1.** That Section 18-204 of the Billings, Montana City Code (BMCC) is amended and renumbered so that such section shall read as follows:

**Sec. 18-204. Prohibiting weapons, firearms and explosives in city facilities at city council proceedings.**

~~Statement of authority and purpose.~~

~~Section 45-8-351, MCA authorizes cities to prevent and suppress the carrying of concealed or unconcealed weapons to public assemblies under its jurisdiction;~~

~~Section 45-8-328 (1) (a), MCA prohibits the carrying of concealed weapons with or without a permit in any building owned or leased by a local government;~~

~~Section 45-8-333, MCA prohibits the possession of explosives where such possession intimidates, terrifies or endangers another human being; and~~

~~The security of city council proceedings and the safety of its participants are of paramount concern.~~

(a) *Definitions.*

(1) City facility is any city owned and occupied building or structure, and any building or structure leased and occupied by the city where a governmental function, public service, or public event is held. The use of a city owned or leased building or structure by employee or members of the public, even if for limited periods of time, is considered continual occupation of the building or structure. The term "city facility" includes the grounds immediately adjacent to city owned or leased buildings or structures, including pathways leading to entrances. "Building" shall have the meaning prescribed in MCA 50-60-101.

~~(2) Council proceedings means all regularly scheduled meetings of the Billings City Council, all specially-called meetings of the city council and all agenda meetings of the city council wherever such meetings may be held.~~

~~(3)~~ (2) *Destructive device means:*

- a. An explosive or incendiary material or any other similar chemical substance including, but not limited to, that which is commonly known as tracer or incendiary ammunition, except trace ammunition manufactured for use in shotguns;
- b. A bomb, grenade, explosive missile or similar device or a launching device therefore;
- c. A weapon of a caliber greater than .60 caliber which fires fixed ammunition or any ammunition therefore, other than a shotgun or shotgun ammunition;
- d. A rocket, rocket-propelled projectile or similar device of a diameter greater than .60 inch or a launching device therefore and a rocket, rocket-propelled projectile or a similar device containing an explosive or incendiary material or any other similar chemical substance other than the propellant for the device, except devices designed primarily for emergency or distress signaling purposes;
- e. A breakable container which contains a flammable liquid with a flashpoint of one hundred fifty (150) degrees Fahrenheit or less and which has a wick or similar device capable of being ignited, other than a device which is commercially manufactured primarily for the purpose of illumination.

(4)(3) *Firearm* means any weapon, ~~(including a starter gun)~~, which will or is designed to or may readily be converted to expel a projectile by the action of any explosive; the frame or receiver of any such weapon; or any firearm muffler or firearm silencer ~~or any destructive device~~.  
"Firearm" includes, but is not limited to, a pistol, revolver, rifle, shotgun or machine gun as defined by MCA 45-8-302.

(5)(4) *Law enforcement personnel means:*

- a. Any sworn peace officer of the City of Billings;
- b. Any sworn peace officer of the State of Montana;
- c. Any officer of the United States Government authorized to carry a concealed weapon;
- d. Any member of the armed services or reserve forces of the United States or National Guard while in performance of their official duties;

- e. A person summoned to the aid of any of the persons named in subsections a. through d.;
- f. A probation and parole officer authorized to carry a firearm by the Montana Department of Corrections;
- g. An agent of the Montana Department of Justice or a criminal investigator in a county attorney's office;
- h. A person authorized by the Billings chief of police to carry or possess an unconcealed weapon on city property.

~~(6)~~(5) Other Weapon means a knife with a blade four or more inches long, dirk, dagger, pistol, revolver, rifle, shotgun, firearm, slingshot, sword, cane, billy, knuckles made of any metal or hard substance, straight razor (not including a safety razor), throwing star, nun-chuks, brass or metal knuckles, or other deadly weapon or destructive device.

~~(be)~~ Prohibition of ~~weapons, firearms, other weapons,~~ and destructive devices at city ~~council meetings~~ facilities. The open carry of a firearm or carrying or possession of an unpermitted concealed firearm by any person in a city facility is prohibited. The open or concealed carry of other weapons and destructive devices by any person in a city facility is prohibited. A person with a valid permit to carry a concealed firearm issued pursuant to MCA 45-8-321, or MCA 45-8-329, is prohibited from carrying a concealed firearm in restricted areas of a city facility including a courtroom or other area used by court personnel, pursuant to a court order, and secure areas of a law enforcement facility owned and operated by the city., firearms or destructive devices at Billings city council proceedings by any person except law enforcement personnel is prohibited.

~~(cd)~~ Signing Signage. Suitable signs giving notice that weapons, firearms and destructive devices are prohibited at city ~~council proceedings~~ facilities will be posted in appropriate areas.

~~(d)~~ Screening. Screening for firearms and other weapons at city facilities is permissible. The city administrator may determine the circumstances and locations where screening is required and may establish standards for such screening. The city may, in the discretion of its employees or officials acting within their official capacity, deny entrance into a city facility to a person who, in a city facility:

- i. possesses an openly visible firearm;
- ii. possesses an unpermitted concealed firearm;
- iii. possesses any other weapon or destructive device; or

iv. possesses a permitted concealed weapon in locations of city facilities that have been restricted pursuant to court order or state law. The city may require a person to present proof of a valid permit to carry a concealed firearm in a city facility. Refusing to provide a city employee or official proof of a valid permit to carry a concealed firearm is the basis for denial of entry to the city facility.

(e) Exceptions. The provisions of subsection (b) do not apply to law enforcement personnel defined in subsection (a)(5).

(f) Penalties. A ~~person convicted of carrying or possessing weapons, firearms or destructive devices at city council proceedings~~ violation of a prohibition of this Article shall be fined not to exceed five hundred dollars (\$500.00) or by imprisonment not to exceed six (6) months or both.

**Section 2. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 3. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 4. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED, ADOPTED and APPROVED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF BILLINGS

BY: \_\_\_\_\_  
William A. Cole, Mayor

Attest:

BY: \_\_\_\_\_  
Denise R. Bohlman, City Clerk

ORDINANCE 23-\_\_\_\_\_

**AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING  
THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE  
AMENDED BY REVISING SECTION 18-204**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:**

**Section 1.** That Section 18-204 of the Billings, Montana City Code (BMCC) is amended and renumbered so that such section shall read as follows:

**Sec. 18-204. Prohibiting weapons, firearms and explosives in city facilities.**

(a) *Definitions.*

(1) *City facility* is any city owned and occupied building or structure, and any building or structure leased and occupied by the city where a governmental function, public service, or public event is held. The use of a city owned or leased building or structure by employee or members of the public, even if for limited periods of time, is considered continual occupation of the building or structure. The term “city facility” includes the grounds immediately adjacent to city owned or leased buildings or structures, including pathways leading to entrances. “Building” shall have the meaning prescribed in MCA 50-60-101.

(2) *Destructive device* means:

- a. An explosive or incendiary material or any other similar chemical substance including, but not limited to, that which is commonly known as tracer or incendiary ammunition, except trace ammunition manufactured for use in shotguns;
- b. A bomb, grenade, explosive missile or similar device or a launching device therefore;
- c. A weapon of a caliber greater than .60 caliber which fires fixed ammunition or any ammunition therefore, other than a shotgun or shotgun ammunition;
- d. A rocket, rocket-propelled projectile or similar device of a diameter greater than .60 inch or a launching device therefore and a rocket, rocket-propelled projectile or a similar device containing an explosive or incendiary material or any other similar chemical substance other than the propellant for the device, except devices designed primarily for emergency or distress signaling purposes;

- e. A breakable container which contains a flammable liquid with a flashpoint of one hundred fifty (150) degrees Fahrenheit or less and which has a wick or similar device capable of being ignited, other than a device which is commercially manufactured primarily for the purpose of illumination.

(3) *Firearm* means any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of any explosive; the frame or receiver of any such weapon; or any firearm muffler or firearm silencer. "Firearm" includes, but is not limited to, a pistol, revolver, rifle, shotgun or machine gun as defined by MCA 45-8-302.

(4) *Law enforcement personnel means:*

- a. Any sworn peace officer of the City of Billings;
- b. Any sworn peace officer of the State of Montana;
- c. Any officer of the United States Government authorized to carry a concealed weapon;
- d. Any member of the armed services or reserve forces of the United States or National Guard while in performance of their official duties;
- e. A person summoned to the aid of any of the persons named in subsections a. through d.;
- f. A probation and parole officer authorized to carry a firearm by the Montana Department of Corrections;
- g. An agent of the Montana Department of Justice or a criminal investigator in a county attorney's office;
- h. A person authorized by the Billings chief of police to carry or possess an unconcealed weapon on city property.

(5) *Other Weapon* means a knife with a blade four or more inches long, dirk, dagger, slingshot, sword, cane, billy, straight razor (not including a safety razor), throwing star, nun-chuks, brass or metal knuckles, or other deadly weapon or destructive device.

- (b) *Prohibition of firearms, other weapons, and destructive devices at city facilities.* The open carry of a firearm or possession of an unpermitted concealed firearm by any person in a city facility is prohibited. The open or

concealed carry of other weapons and destructive devices by any person in a city facility is prohibited. A person with a valid permit to carry a concealed firearm issued pursuant to MCA 45-8-321, or MCA 45-8-329, is prohibited from carrying a concealed firearm in restricted areas of a city facility including a courtroom or other area used by court personnel, pursuant to a court order, and secure areas of a law enforcement facility owned and operated by the city.

- (c) *Signage.* Suitable signs giving notice that weapons, firearms and destructive devices are prohibited at city facilities will be posted in appropriate areas.
- (d) *Screening.* Screening for firearms and other weapons at city facilities is permissible. The city administrator may determine the circumstances and locations where screening is required and may establish standards for such screening. The city may, in the discretion of its employees or officials acting within their official capacity, deny entrance into a city facility to a person who, in a city facility:
  - i. possesses an openly visible firearm;
  - ii. possesses an unpermitted concealed firearm;
  - iii. possesses any other weapon or destructive device; or
  - iv. possesses a permitted concealed weapon in locations of city facilities that have been restricted pursuant to court order or state law. The city may require a person to present proof of a valid permit to carry a concealed firearm in a city facility. Refusing to provide a city employee or official proof of a valid permit to carry a concealed firearm is the basis for denial of entry to the city facility.
- (e) *Exceptions.* The provisions of subsection (b) do not apply to law enforcement personnel defined in subsection (a)(5).
- (f) *Penalties.* A violation of a prohibition of this Article shall be fined not to exceed five hundred dollars (\$500.00) or by imprisonment not to exceed six (6) months or both.

**Section 2. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 3. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 4. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other

provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED, ADOPTED and APPROVED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF BILLINGS

BY: \_\_\_\_\_  
William A. Cole, Mayor

Attest:

BY: \_\_\_\_\_  
Denise R. Bohlman, City Clerk

