****ATTENTION****

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

Citizens are invited to:

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

Citizens may submit public comment via the following methods:

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

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

CITY OF Billings

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

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

COUNCIL CHAMBERS | JULY 10, 2023 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Shaw

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

MINUTES:

- May 22, 2023 - Pending
- June 12, 2023 - Pending
- June 26, 2023 - Pending

COURTESIES:

PROCLAMATIONS:

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. **2023 Deice Truck.** (Opened 6/20/23) Recommend I-State Truck Center.
2. **W.O. 22-45: Willett Pump Station Improvements.** (Opened 5/16/23) Recommend Askin Construction, LLC.
3. **W.O. 22-47: Landfill Slope Stability Improvements.** (Opened 5/16/23) Recommend K2 Civil.
4. **W.O. 23-26: SBURA Gravel Streets.** (Opened 5/16/23) Recommend Askin Construction, LLC.
5. **W.O. 23-48: CCTV City Storm Drain.** (Opened 6/20/23) Recommend Standard Drain Cleaning.

B. **Change Order No. 1,** W.O. 23-01, Contract 1: 2023 Water Main Replacement, COP Construction.

C. **Contract** with DOWL for W.O. 24-01, Contract 1: 2024 Water Main Replacement.

D. **Contract** with Morrison-Maierle for W.O. 24-01, Contract 2: 2024 Sewer Main Replacement.

E. **Agreement** with Medical Priority Consultants, Inc. dba Priority Dispatch Corp. for Emergency/Priority Dispatch Software.

F. **Amendment No. 2** with Johnson, Laffen, and Galloway Architects for New City Hall Design Services.

G. **Amendment No. 3** with Sanderson Stewart for W.O. 21-42: SBURA Gravel Streets.

H. **Amendment No. 10** with Morrison-Maierle for MET Transit Metroplex Expansion/Interior Remodel.

I. **Memorandums of Understanding** with Billings Public Schools and Billings Catholic Schools for School Resource Officer Program.

J. **Council Contingency Match** for Mobilize the Magic City Project.

K. **Letter of Support** for the FEMA Hazard Mitigation Grant Program (HMGP) grant application.

L. **Public Access Easement** from Scott Lawson for street construction.

M. **Preliminary Minor Plat** of Miller Crossing Subdivision, 4th Filing. *Quasi-Judicial

N. **Preliminary Minor Plat** of Shiloh Crossing Subdivision. *Quasi-Judicial

O. **Final Plat** of Coal Creek Subdivision. *Quasi-Judicial

P. **Exempt Plat** of Gabel Subdivision, 1st Filing. *Quasi-Judicial

Q. **Resolution** amending prior DNRC Bond Resolutions and Bond Resolution for 2023A Water System Revenue Bonds.

R. **Second/Final Reading Ordinance** for Zone Change 1027: generally located south and west of the intersection of East Lane and Elysian Road. *Quasi-Judicial

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

1. June 5, 2023
2. June 12, 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 RESOLUTION** calling for an election on Parks, Trails, and Recreation bond. Staff recommends approval.

- Presented by: Mike Pigg, Parks and Recreation Director

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution calling for an election on Parks, Trails, and Recreation bond, as recommended by staff.

3. **JOINT PUBLIC HEARING AND RESOLUTIONS** amending the Limits of Annexation Map and Annexation Policy and Corresponding Annexation Map. The City Annexation Committee recommends approval.

   - Presented by: Wyeth Friday, Planning Director

   a. **RESOLUTION** amending the Limits of Annexation Map.

   Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve a resolution amending the Limits of Annexation Map, as recommended by the City Annexation Committee.

   b. **RESOLUTION** amending the Annexation Policy and Corresponding Annexation Map.

   Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve a resolution amending the Annexation Policy and Corresponding Annexation Map, as recommended by the City Annexation Committee.

4. **PUBLIC HEARING AND RESOLUTION** approving a property tax abatement for WP East 80, LLC. Staff recommends approval.

   - Presented by: Chris Kukulski, City Administrator

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution approving a property tax abatement for WP East 80, LLC, as recommended by staff.

5. **PUBLIC HEARING AND RESOLUTION** approving a property tax abatement for Player's Club, Inc. Staff recommends approval.

   - Presented by: Chris Kukulski, City Administrator

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution approving a property tax abatement for Player's Club, Inc., 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.

~ ~ ~

City Council Regular

Date: 07/10/2023
Title: Purchase of 2023 Deice Truck
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends that City Council approves the purchase of a 2023 Deice Truck from I-State Bid # 1 including the warranty and trade-in in the amount of $169,228.

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

The purchase of the 2023 deice truck will replace an existing deice truck and is included in the FY23 Equipment Replacement Plan (ERP). The purchase was delayed due to the late delivery of the previously purchased deice truck. Staff wanted to ensure the bid specifications were appropriate, so adjustments to the bid specifications could be made before going out for bid if needed. The deice truck is used during the winter to spread calcium chloride on the roads to help melt the snow/ice and during the summer as a water truck. The existing deice truck will be traded in. The 2023 deice truck was advertised on May 26 and June 2, 2023, in the Yellowstone County News and on the City's website. Bids were opened on June 20th and two bids were received, I-State submitted both bids but used different installers for each bid. I-State Truck Center bid #1 submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Approve purchasing the 2023 deice truck; or,
- Not approve the purchase. The existing unit is nearing the end of its useful life and if the purchase is not approved, a complete rebuild of the bed, tank, pump & spraying system will be required. It is likely that repair costs on the truck will increase. This truck is one of three in the fleet and is critical in winter operations. If the truck is not functional staff will have to rely on other methods that are more expensive and require more time and cleanup.

FISCAL EFFECTS

Vendor	Net Bid	Trade	Warranty	Total bid
I-State #1 (Installer 3V's)	$183,000.00	$16,500.00	$2,728.00	$169,228.00
I-State #2 (Installer Kois)	$192,000.00	$16,500.00	$2,728.00	$178,228.00

The 2023 deice truck was budgeted in FY23 using Street Maintenance District funds. The FY23 budget is sufficient to purchase the deice truck. This budget amount will be reestablished in the FY24 budget through a budget amendment.

City Council Regular

Date: 07/10/2023
Title: WO 22-45: Willett Pump Station Improvements, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: W.O. 22-45

RECOMMENDATION

Staff recommends the City Council award a construction contract to Askin Construction for WO 22-45: Willett Pump Station Improvements, in the amount of $405,350.

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

Within the City water distribution system, pressure zone #2 serves "mid-town" Billings. It is bordered by the BBWA on the west and the downtown area to the east. Zone 2 is served by the Willett Pump Station (Willett). To achieve more efficiency and flexibility in providing water to Zone 2, Willett requires a third pump to be installed. Willett has an open pump slot available, and the City has pre-purchased the required 200 HP vertical turbine pump and associated controls. W.O. 22-45 involves the installation of this equipment. In addition, the project includes the installation of a new flow meter (also pre-purchased by the City), a new by-pass line outside the station to allow the station to be isolated for maintenance, and all associated piping, valves, tie-in to the existing distribution system, and electrical connections. The Willett pump station improvements are a planned CIP project, budgeted in FY24.

W.O. 22-45 was advertised April 28 and May 5 and 12, 2023, in the *Yellowstone County News* and on the City's website. Bids were opened May 16, 2023, and three bids were received. Askin Construction submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Award a construction contract to Askin Construction for the Base Bid in the total amount of $405,350; or
- Not award a contract and reject all bids. If the bid is not awarded, Willett Pump Station will continue operating with only two pumps, which reduces efficiency of the pump station and greatly limits the flexibility in providing water to Zone 2.

FISCAL EFFECTS

The following bids were received:

Bidder (Contractor)	Total Base Bid Amount
Askin Construction	$405,350.00
COP Construction	$414,414.00
Western Municipal Construction	$541,173.21

The project was budgeted in FY24 using Water Funds. There are sufficient funds available to award this contract.

City Council Regular
Date: 07/10/2023
Title: WO 22-47: Landfill Slope Stability Improvements, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: WO 22-47

RECOMMENDATION

Staff recommends the City Council award a construction contract to K2 Civil, Inc. for W.O. 22-47: Landfill Slope Stability Improvements, in the amount of $878,375 for the Base Bid, Alternate No. 1, and Alternate No. 2.

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

The north slope of the Billings Regional Landfill, west of the Landfill entrance and above Jellison Road, experienced failures in 2018, causing damage to private property north of Jellison Road. The City subsequently had a hazard assessment and alternatives analysis performed, which led to a mitigation project that commenced in July, 2020. The mitigation primarily involved removing the majority of overburden material, regrading to more gradual slopes, and revegetating the affected areas. The project ended with final seeding in November, 2020.

The north slope that is east of the main Landfill entrance showed signs of sloughing in December, 2021, and again in May, 2022. The material that moved downslope did not cause any damage, but there is private property below this slope that could be affected if the slope were to fail. Solid Waste staff removed some material from the top above this slope in the spring of 2022, but more extensive mitigation is required. W.O. 22-47 provides the additional mitigation, similar to what was implemented in the initial project for the slope west of the main entrance. For bidding purposes and to maximize the use of available funds, the project was broken into three areas: the farthest east section, above private property, includes 89,405 cubic yards of earthwork, has been deemed to have the highest priority and is classified as the Base Bid; a middle section, immediately west of the Base Bid area, includes an additional 15,595 cubic yards of earthwork, and is classified as Alternate No. 1; and the furthest west section, immediately east of the Landfill entrance and above Solid Waste's old maintenance shop, includes another 25,000 cubic yards of earthwork and is classified as Alternate No. 2. This project is a planned Solid Waste CIP project, budgeted for FY24.

The project was advertised on April 21 and 28 and May 5 and 12, 2023, in the *Yellowstone County News* and on the City's website. Bids were opened on May 16, 2023, and four bids were received. K2 Civil, Inc. submitted the lowest responsible bid. The low bid, including the Base Bid, Alternate No. 1 and Alternate No. 2, is below the Engineer's estimate and is within the approved budget.

ALTERNATIVES

City Council may:

- Award a construction contract to K2 Civil Inc. for the Base Bid, Alternate No. 1, and Alternate No. 2 in the total amount of $878,375; or
- Not award a contract and reject all bids. If the bid is not awarded, the slope stability mitigation will be further delayed, leaving the potential for slope failure and possible property damage.

FISCAL EFFECTS

The following bids were received:

Bidder (Contractor)	Base Bid Amount (89,405 CY of earthwork in eastern-most area)	Alternate No. 1 (additional 15,595 CY of earthwork, in middle area west of Base Bid)	Alternate No. 2 (additional 25,000 CY of earthwork, in western-most area, immediately east of Landfill entrance)	TOTAL BID AMOUNT
K2 Civil, Inc.	$614,930.00	$ 99,305.00	$164,140.00	$ 878,375.00
Montana Civil Contractors	$681,601.00	$117,277.00	$179,563.00	$ 978,441.00

Askin Construction	$974,557.50	$146,102.50	$239,500.00	$1,360,160.00
Weave Construction	$974,668.00	$194,261.00	$279,912.00	$1,448,841.00

The project was budgeted in FY24 using Solid Waste funds in the amount of $900,000. There are sufficient funds available to award this contract.

City Council Regular

Date: 07/10/2023
Title: W.O. 23-26: SBURA Gravel Streets, Phase II, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: W.O. 23-26

RECOMMENDATION

Staff recommends that City Council award a contract for W.O. 23-26: SBURA Gravel Streets, Phase II, Schedules 1 and 2, to Askin Construction, LLC in the amount of $2,446,665.

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

W.O. 23-26, SBURA Gravel Streets, Phase II is a South Billings Urban Renewal Association project that will improve existing gravel and non-maintainable streets within the SBURA District. Improvements consist of constructing new City-standard paved streets including new sidewalks, curb and gutter, drive approaches, alley approaches, accessibility ramps, storm drain improvements, and various sewer service extensions. This project includes water main replacement on both Morgan Avenue and Ryan Avenue prior to paving. These sections of water main are 6-inch diameter cast iron from the 1950's and have been subject to frequent and significant water main breaks. Furthermore, these mains will be upsized to 8-inch diameter mains to improve fire flow.

This project was split into two schedules. Schedule 1 will complete street and water main improvements to both Ryan Avenue and Morgan Avenue from Hallowell Lane to Jackson Street. Schedule 2 will complete street improvements and back-in angled parking improvements to Stephens Lane from Ryan Avenue to Mitchell Avenue along the west side of Optimist Park. Schedule 2 also includes lighting of the Stephens Lane parking area as well as traffic-calming curb bulb-outs.

The project was advertised on April 28, May 5 and May 12, 2023, in the Yellowstone County News and on the City's website. Bids were opened on May 16, 2023, and three bids were received. Askin Construction LLC, submitted the lowest, responsible total bid for the two schedules.

STAKEHOLDERS

The South Billings Urban Renewal Association is a partner in this project. The SBURA consultant coordinator and Board have been updated regularly on this project.

ALTERNATIVES

City Council may:

- Award W.O. 23-26: SBURA Gravel Streets, Phase II, Schedules 1 and 2, to Askin Construction, LLC in the amount of $2,446,665; or,
- Do not award a contract and reject all bids. If the project is not awarded, these street improvements within the SBURA district boundary will have to be completed in a subsequent year, and the City will expend funds to maintain the gravel streets.

FISCAL EFFECTS

The following bids were received:

CONTRACTOR	**Schedule 1 and 2: Total Bid Price**	Schedule 1: Ryan Avenue and Morgan Avenue	Schedule 2: Stephens Lane adjacent to Optimist Park
Askin Construction, LLC	**$2,446,665.00**	$1,884,718.00	$561,947.00

Weave Construction	**$2,573,277.00**	$1,992,427.00	$580,850.00
Knife River - Billings	**$2,596,727.75**	$2,047,057.50	$549,670.25

The project was budgeted in FY24 using South Tax Increment Financing District (TIFD) Funds in the amounts of $2,620,000 (Unimproved Streets) and $540,000 (Stephens Lane-Optimist Park). Adequate funds are available to award the project. Remaining funds will be used for materials testing, construction engineering, construction observation, construction contract administration, and any construction change orders.

City Council Regular

Date: 07/10/2023
Title: W.O. 23-48 CCTV City Storm Drain, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends that City Council award a contract for W.O. 23-48: CCTV City Storm Drain to Standard Drain Cleaning in the amount of $157,159.75.

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

W.O. 23-48 CCTV City Storm Drain, is intended to provide in-pipe video inspection and reporting of approximately 150,698 lineal feet of storm drain mains, manholes and storm inlet lateral pipes. The purpose of the project is to assess the integrity of the storm drain system, record pipe size and type, document sediment levels, and facilitate creating accurate maps/data that can be incorporated into the GIS system utilized by multiple City departments. Currently, the condition, pipe type, and location of many of the storm drain pipes and structures is unknown. The goal is to systematically video the storm drains to get an overall assessment of the entire storm drain system. Accurate assessment allows targeted maintenance and repair solutions. Furthermore, this data can also be utilized as additional base information for the storm water program.

The project was advertised on May 26 & June 2, 2023, in the Yellowstone County News and on the City's website. Bids were opened on June 20, 2023, and Four (4) bids were received. Standard Drain Cleaning submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Award W.O. 23-48 CCTV City Storm Drain to Standard Drain Cleaning in the amount of $157,159.75; or
- Do not award a contract and reject all bids. If the project is not awarded, the integrity of many of the storm drains will remain unknown and the City will not be able to proactively repair or replace damaged storm drain facilities which could cause property damage or flooding.

FISCAL EFFECTS

Contractor	Bid Amount
Standard Drain Cleaning	$157,159.75
Tru Pipe	$246,761.60
Pace Infrastructure Specialist	$219,172.50
Integrity Inspection Solutions, Inc.	$317,348.25

The project was budgeted in FY24 using storm drain funds. There is sufficient budget to award this contract.

City Council Regular

Date: 07/10/2023
Title: W.O. 23-01 Contract 1: 2023 Water Main Replacement, Change Order 1
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: W.O. 23-01 Contract 1

RECOMMENDATION

Staff recommends the City Council approve Change Order No.1 for WO 23-01, Contract 1: 2023 Water Main Replacement, to COP Construction in the amount of $329,000.

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

The 2023 Water Replacement Project was originally bid to include 19th Street West and 21st Street West from Colton Boulevard to Parkhill Drive. Due to budget constraints, these two water main replacement segments were not awarded with the FY23 project and left a couple of gaps to be completed. There is still a need to replace the water mains in this area and the contractor will be working on the adjacent streets that tie into to these water mains. Change order bid prices are consistent with current water replacement prices on other City projects. Adding these two links of water main will complete the replacement in this neighborhood and provide consistent new pipe. Furthermore, replacement of the water main in 21st Street West allows the existing gravel street to be paved in the future as part of the gravel streets program.

ALTERNATIVES

City Council may:

- Approve Change Order 1 with COP Construction in the amount of $329,000; or,
- Not approve Change Order 1 and the water mains will have to be rebid with a future replacement project and will continue to be unreliable with ongoing maintenance problems and expenses.

FISCAL EFFECTS

The WO 23-01, Contract 1: 2023 Water Main Replacement change in contract price for Change Order No. 1 is as follows:

Original Contract Price	$3,108,689.00
Previous Change Orders	$ 0.00
Contract Price Prior to this Change Order	$3,108,689.00
Net Increase of this Change	$ 329,000.00
Contract Price with Approved Change Order	$3,437,689.00

This change order will be funded with water main replacement funds budgeted in FY24. Adequate funds are available for the replacement of the water mains in 19th Street West and 21st Street West.

City Council Regular

Date:	07/10/2023
Title:	W.O. 24-01, Contract 1: 2024 Water Main Replacement Project
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	W.O. 24-01 Contract 1

RECOMMENDATION

Staff recommends the City Council award a professional engineering services contract for W.O. 24-01, Contract 1: 2024 Water Main Replacement, to DOWL in the amount of $559,915.

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

The City replaces and upgrades its water utilities as part of an annual maintenance program. This project will replace approximately 6,500 feet of existing water mains. Water mains being replaced were selected based on several criteria including age, break history, lead joint pipe, lead services, undersized water mains, and replacement prior to future CIP projects. This project will replace the water main in Broadwater Avenue from 11th Street West to 16th Street West that is undersized and has a significant break history. These water main breaks are difficult and expensive to repair, and are prone to cause water outages to adjacent businesses. Additionally, this section of Broadwater is anticipated to have a pavement overlay performed within the next couple of years, so the water main would be completed ahead of the new paving. The project will also replace water mains north of 6th Ave North on North 17th and 18th Street that are prone to water main breaks.

DOWL was selected for the project using the proposal process. Two other proposals were received from Sanderson Stewart and Morrison-Maierle. The consultant selection was based on Project Team and Availability; Project Approach; and Firm Qualifications and Experience as related to the project needs.

ALTERNATIVES

City Council may:

- Approve awarding the Professional Engineering Services Contract to DOWL, or;
- Not approve awarding the Professional Engineering Services contract to DOWL. If the project is not awarded, the City's water mains in these areas will continue to be unreliable and will likely experience ongoing maintenance problems and expenses.

FISCAL EFFECTS

Water main replacements are funded in FY24 using $4,000,000 of Water funds and $4,447,145.20 of ARPA grant funds. There are adequate funds to award the contract. The remaining budget will be used for a subsequent engineering services contract for design of additional water main replacements, construction, materials testing, and construction contract administration.

Attachments

W.O. 24-01 Contract 1 Professional Services Contract

Contract for Professional Engineering Services

W.O. 24-01, Contract 1: 2024 Water Main Replacement

In consideration of the mutual promises herein, City of Billings and DOWL agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 8 pages (Basic Services of Contractor);

Appendix B consisting of 1 pages (Methods and Times of Payment);

Appendix C consisting of 1 pages (Additional Services of Contractor);

Appendix D consisting of 5 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of (Certificate(s) of Insurance);

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
B. “Billings” or "City" means the City of Billings.
C. "Contractor" or "Engineer" means DOWL.

Section 2. Scope of Services.

A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
D. The Engineer shall provide as-built drawings as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (*.asc, *.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.
B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
C. This Contract shall terminate at midnight on December 31, 2025.

Section 4. Compensation; Method of Payment.

A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

A. By mutual consent of the parties.
B. For the convenience of Billings, provided that Billings notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.
B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.
C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract,

the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.

B. The Contractor shall provide the following insurance:

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

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

D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give Billings the right immediately to terminate this Contract without any liability for Work performed.

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

A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.

B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.

C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation,

and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings: Mac Fogelsong, P.E., City Engineer
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: Wade Irion, P.E., Water & Wastewater Market Sector Lead
DOWL
222 North 32nd Street, Suite 700
Billings, Montana 59101 FAX: (800) 865-9847

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

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

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
C. Effectively controls and accounts for all municipal funds and Contract property;
D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
E. Allocates administrative costs to direct service delivery units;
F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
G. Provides accounting records supported by source documentation; and
H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
G. The Contractor and subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicates may not be discharges or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: Wade Irion, PE, Water Practice Lead
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

A. The Contractor shall indemnify, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract. Contractor's defense obligations mean only the reimbursement of reasonable costs to the proportionate extent of Contractor's actual liability obligation hereunder.
B. The Contractor shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
C. Billings shall indemnify, save, and hold Contractor harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of Billings or any agent, employee or subcontractor as a result of the Billings' or any subcontractor's performance pursuant to this Contract. Billings' defense obligations mean only the reimbursement of reasonable costs to the proportionate extent of Billings' actual liability obligation hereunder.
D. Billings shall not indemnify, defend, save and hold the Contractor harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the Contractor occurring during the course of or as a result of the performance of the Contract.
E. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Contractor, the Contractor shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Contractor's or any subcontractor's wrongful or negligent acts occurring as a result from the Contractor's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records

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

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

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

City of Billings

_____
William A. Cole, Mayor

Date:_____

ATTEST:

_____
City Clerk

Date:_____

Contractor

_____

Name:_____
Title:_____
Date:_____

IRS Tax ID #_____

APPROVED AS TO FORM:

By_____
City Attorney

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.

B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.

C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.

D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.

E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.

G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.

H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.

I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

J. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Paul Swenson, P.E.

Section 2. Billings Rights and Duties.

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

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Travis Harris, P.E.

Section 3. Scope of Work.

The project consists of design, bidding, and construction phase services for the *City of Billings W.O. 24-01, Contract 1: 2024 Water Main Replacement* project. The project includes approximately 6,500 LF of water main replacement, including intersection laterals where appropriate and determined by the City, located in two distinct geographic areas (Areas A & B). The project also includes five 16-inch or smaller valve replacements, insertions, or new installations (Area C).

- Area A (3,700 LF): Broadwater Avenue from 11th to 16th Street West; 13th Street West for a half-block north of Broadwater Avenue.
- Area B (2,800 LF): North 18th Street from 6th Avenue North to its end north of Vuecrest Drive; North 17th Street from 6th to 8th Avenue North; 8th Avenue North from North 17th to 18th Street.
- Area C (5 valves): On or near 4th Avenue North from North 8th to 13th Street.

Any additional segments of work requested by the City beyond the total project length of 6,500 LF and five valves shall be considered an Additional Service. This scope and associated budget assumes one package of bidding documents (one set of drawings and one project manual) and one construction contract.

Professional services generally include design of replacement water mains, design surveys, geotechnical investigations and report, preparation of contract plans and specifications, assistance with competitive bidding, administration of the construction contracts, construction oversight, field staking, quality assurance testing, and closeout services. The scope of work covered by this Contract shall include the following tasks:

A. Survey & Mapping

1. Survey Control: Establish permanent horizontal and vertical control points along each project corridor using GPS survey methods. The horizontal and vertical datums shall be approved by the City. Permanent control points will generally be set at a spacing of one per block at street intersections. In Area B, survey control that was set by DOWL in 2022 will be verified.
2. Aerial Mapping: Design survey will be completed using a small unmanned aircraft system (i.e., drone). A minimum of five ground control points will be used for each mapping segment to georectify the orthomosaic image and terrain mapping derived from drone aerial imagery. Establish temporary control points as needed to supplement permanent control points for this purpose. Drone mapping will be completed by a licensed FAA Part 107 remote pilot, and FAA regulations will be followed. Flight approval will be obtained using the LAANC system. The project plans will use aerial imagery from the drone mapping as a background, and key elevations will be obtained from the collected topographic data. Drone flights will occur in summer so the mapping may be partially obscured by tree leaf cover, which is not anticipated to have significant impact on project design but may somewhat inhibit survey data collection in certain areas. DOWL will make reasonable efforts to schedule and conduct drone mapping to occur within available weather openings and during acceptable site conditions.
3. Right-of-Way: City-provided GIS information will be used to delineate approximate property and right-of-way lines on the plans. The plans will show street addresses and block/lot designations. Property corner searches and plat research or delineation are not included in this scope. All work is currently expected to be within existing City right-of-way or easements, so this scope of work does not include any assistance with easement acquisition, such as additional legal survey, preparation of easement exhibits, or other related tasks.
4. Existing Utilities & Services: City-provided GIS information will be used to delineate existing water, sewer, and storm drain mains. Utility locates will be requested prior to the drone survey using the 811 service, and located utilities will be delineated from the drone imagery. Field-marked private utility information will be supplemented with available mapping information, if provided by the various utilities upon request. It is assumed that City staff will locate all water services prior to the drone survey such that a separate survey of curb stops is not required. Unlocated water services, or services not visible in drone mapping, will be delineated using City-provided service records. Approximate water, sewer, and storm drain

depths will be established from City-provided as-built drawings. Utility measure-downs, including water valves, sewer manholes, and storm manholes/inlets, will generally only be performed for the pipeline type being replaced, as needed where as-built information does not exist, and/or for any potential conflict or minimal clearance with new work.

5. Deliverables:
    a. High-resolution georectified orthomosaics in TIFF and KMZ formats for each project segment
    b. High-resolution georectified point clouds in LAS format for each project segment (Areas A & B only)

B. Geotechnical

1. Geotechnical Investigations: Perform geotechnical engineering tasks, drill exploratory borings, drill shallow pavement cores, piezometer installation, sampling, and laboratory testing, as necessary, to determine pavement section thicknesses, subgrade treatment, groundwater conditions, utility foundation and backfill, and thrust block recommendations. Some geotechnical investigations for Area B, including 3 borings and the associated lab testing, was completed by DOWL in 2022. This scope is based on drilling 5 borings to depths of about ten feet (all in Area A, with none planned Area C) and 7 pavement cores to depths up to two feet (2 in Area B and 5 in Area C). One of the borings in Area A will be completed with a piezometer for groundwater monitoring. Soil borings in the general project area from past projects will be referenced, if available. Perform literature review of documented environmental issues directly adjacent to project areas; no additional drilling, sampling, or testing is included in this environmental review.
2. Geotechnical Report: Prepare a geotechnical report based on the findings of the geotechnical investigations, with recommendations to be incorporated into the construction specifications.
3. Deliverables:
    a. Geotechnical report, including bore logs and test results, incorporated into project manual

C. Pipeline Designs

1. General Water Main Replacement Design: Design utility alignments and profiles for water mains. New water mains in Area B will be designed along the existing horizontal alignments and with 6.5 feet of ground cover unless the required separation from other utilities cannot be achieved. New water mains in Area A will be designed along an alignment that takes into consideration other utility locations, traffic control, business access, temporary water, water main acceptance testing, and input from the City. Pipeline sizes will match existing sizes, or with a minimum diameter of 8 inches, unless otherwise directed by the City; no hydraulic modeling, field flow metering, or other sizing studies are included in this scope.
2. General Valve Replacement Design: In Area C, where existing valves are inoperable or have non-standard spacing, design valve replacements, insertions, or new installations. Such designs could include minor water main improvements directly adjacent to the valve location, such as a new hydrant installation. Coordinate with City operations and engineering staff to determine specific locations of valve work and appropriate improvement type. Drawings for Area C work will only include plan view layouts with aerial imagery mapping, and not include surface and underground utility elevation data or profile views.
3. Lead Water Services: Document any lead water services to be replaced from water main to curb stop from City-provided records. The City will conduct all communication with property owners and necessary testing during design and construction for lead service replacements.
4. Subsurface Potholing: If necessary, identify locations to perform subsurface potholing at critical utility crossings or conflicts to identify specific utility elevations or locations. Survey the elevations and locations in the field for incorporation into the design and restore the surfacing. Due to the uncertainty of the amount of potholing that will be required, this scope

and the associated professional fee includes an allowance of $5,000 for the subcontracted costs of a vacuum truck and any traffic control required to perform the potholing.

5. Design Considerations:
    a. Identify issues related to construction work hours, work zones, construction sequencing, disruptions to private access and parking, and other site constraints and issues relating to construction. Coordinate various construction considerations with the City and incorporate appropriate written specifications.
    b. Prepare written specifications addressing project-specific temporary water requirements. Temporary water layouts will generally be the responsibility of the construction contractor in conformance with the specifications; however, if applicable, develop basic temporary water plans for fire services in Area A.
    c. Develop water main acceptance testing zone schematics for Area A. Water main acceptance testing planning and sequencing for Areas B & C will be the responsibility of the construction contractor.
    d. Prepare details and specifications for thrust blocks, restrained joints, surface restoration, insulation, cathodic protection using sacrificial anodes at metallic appurtenances, and other required project features.
6. Plans & Project Manual: Prepare preliminary (30%), pre-final (90%), and final (100%) plans, project manual, and opinions of probable cost. Plans and project manual will be prepared in accordance with Montana Public Works Standard Specifications (MPWSS) and City of Billings Standard Modifications, latest editions. City-provided lower resolution aerial imagery may be used as a placeholder in the plans during preliminary design. Attend design review meetings at each design stage, and other necessary coordination meetings or field reviews, with City staff. Send pre-final plans to private utilities for review and comment as necessary, and coordinate with utilities as needed regarding potential conflicts. Stamp and sign all final plans and project manual with the seal of a Professional Engineer.
7. Deliverables:
    a. Preliminary (30%) plans; PDF and/or 11"x17" format
    b. Pre-final (90%) plans; PDF and/or 11"x17" format, and one set of 22"x34" drawings upon request
    c. Pre-final project manual and opinion of probable cost; PDF format
    d. Final (100%) plans and project manual for approvals and bidding; PDF and/or 11"x17" format

D. Construction Traffic Control Plans (Area A Only)

1. Preliminary Traffic Control Plans: Create preliminary traffic control plans for Area A only. Traffic control plans are anticipated to be a combination of site-specific layouts for work zones along Broadwater Avenue (principal arterial street) and the impacted cross streets, along with details for business access, detours, and/or other traffic control requirements as needed. It is assumed that there will be no full street closures of Broadwater Avenue, but adjacent cross streets may include full closures as long as business and emergency access can be maintained. Coordinate with other City construction projects as applicable. Traffic control plans for Areas B & C will be provided by the construction contractor through the submittal process, adhering to City of Billings Standard Modifications drawings.
2. Final Traffic Control Plans: Finalize the preliminary traffic control plans for Area A based on City input and final design elements.
3. Deliverables:
    a. Preliminary traffic control plans; PDF and/or 11"x17" format
    b. Final traffic control plans; PDF and/or 11"x17" format

E. Public & Agency Involvement

1. Stakeholder Coordination: Coordinate with City staff, adjacent property owners, and other private and public stakeholders in the development of utility improvements. Compile property

owner and occupant information for adjacent parcels form City-provided cadastral data and create address database. Prepare and send one comprehensive informational mailing to all property owners and residents, which shall include general project information, notification of a public meeting, general construction information, business questionnaires, and notification of the construction informational website and email list. Attend one public informational meeting during or after final design. Conduct one-on-one follow-up discussions with individuals/businesses as requested or determined to be necessary to address questions or design considerations.

2. Permitting: Apply for all Owner-required permits, licenses, and approvals necessary to construct the project. This scope assumes submittal packages to the Montana Department of Environmental Quality (MDEQ) only. The City will pay all permitting fees directly. Construction stormwater permits and construction dewatering permits shall be the responsibility of the construction contractor and are excluded from this scope.
3. Deliverables:
    a. Property owner informational letter
    b. Design report, certified checklists, and other MDEQ submittal requirements

F. Bidding Assistance

1. Bid Form: Tabulate project quantities and create bid schedule. Finalize the Engineer's opinion of probable cost based on final quantities.
2. Pre-Bid Services: Supply all bidding documents necessary for bidding and construction. Distribution of the plans and project manual will be done electronically using the City's Quest CDN service and through www.montanabid.com. No hard copies of the plans and project manual will be provided to bidders. Provide bid advertisement text to the City for publication. Submission of the advertisement to publications and the cost for advertising will be responsibility of the City. The planholders list will be maintained through Quest CDN. Schedule and conduct a pre-bid conference, prepare meeting agenda and minutes, answer bid questions, and prepare any necessary addenda.
3. Post-Bid Services: Attend the bid opening, analyze the bids, prepare and distribute a bid tabulation, and make construction contract award recommendation(s).
4. Construction Contracting Services: Assist the City in procurement of the final contract agreement, review bonds and insurance provided by the construction contractor, assemble and distribute conforming copies of contract documents, and issue a Notice to Proceed for construction.
5. Deliverables:
    a. Bidding documents; PDF format
    b. Final opinion of probable cost
    c. Bid advertisement
    d. Pre-bid meeting minutes
    e. Addenda, as required
    f. Bid tabulation
    g. Recommendation of Award letter and Notice of Award
    h. Conforming copies of the construction contract; 4 sets total
    i. Notice to Proceed

G. Construction Administration & Inspection

1. Principal Assumptions: This scope and the associated professional fee assume:
    a. One construction contract and prime contractor for this project.
    b. A total construction contract duration of 115 calendar days assuming standard 10-hour workdays and a single mainline pipelaying crew producing an average of 65 LF per contract day (Areas A & B) and 3 contract days per valve (Area C).
    c. Engineer shall consult with the City and act as representative for the City as defined in the construction contract documents, which will incorporate the MPWSS, and

specifically the General Conditions contained therein as modified by the City of Billings Standard Modifications, latest edition.

d. The extent and limitation of the duties, responsibilities, and authority of the Engineer will be as assigned in the construction contract documents and shall not be modified, except as Engineer may otherwise agree in writing.

2. Pre-Construction Services: Schedule and conduct a one pre-construction conference, publish meeting minutes, and answer contractor questions. Conduct a pre-construction field review with the contractor as necessary. Design phase drone imagery will serve as the primary pre-construction photo documentation. Supplemental photos and videos will be taken from the ground in areas not visible in drone imagery.
3. Submittal Review: Review contractor's submittals, such as shop drawings, samples, equipment, mix designs, aggregates, and other data, for conformance to the contract documents. This review does not include acceptance review of any dewatering plans, and shall not extend to contractor's means, methods, techniques, sequences, procedures, or safety programs.
4. Inspection: Provide construction observation using resident project representatives (RPRs) to assist Engineer in observing progress, quality of work, and conformance to the contract documents and other applicable codes and standards. One full-time RPR will be provided for each primary pipeline crew utilized by the contractor, with up to two RPRs simultaneously. Without knowing the contractor scheduling and sequencing at the time of scope preparation, the budget assumes two construction crews/RPRs at 60 calendar days each. Additional time for RPRs includes contract review and preparation, early temporary water inspection, report preparation, and punchlist item completion. Inspection activities shall include review of all major work items. RPR will prepare daily inspection reports, daily quantity summaries, weekly progress reports, weekly workforce and equipment reports, and other reports as required. RPR responsibilities are further defined in the General Conditions contained in the City of Billings Standard Modifications, latest edition.
5. Quality Assurance (QA) Materials Testing: Develop and implement a QA testing plan for materials testing in accordance with the City of Billings Standard Modifications, latest edition. Provide qualified personnel, equipment, and supplies for field testing of materials throughout construction, including density tests, proctors, asphalt, and concrete testing. Monitor and collect results from contractor's separate quality control materials testing program. Since QA services may vary based on the contractor's means and methods, an allowance of up to $20,000 has been provided for this construction materials testing scope.
6. Construction Staking: Provide personnel, equipment, and supplies for field staking of principal elements of the construction layout, including centerline locations and offsets for valves, hydrants, horizontal fittings, and intermediate points at approximately 100-foot intervals, to give the contractor measurements, lines, locations, and grade necessary for construction. The contractor will be responsible for any detailed layouts, such as laser and/or other line and grade establishment techniques for laying pipe between staking intervals.
7. Construction Administration:
    a. Respond to contractor requests for information. Issue necessary clarifications and interpretations of the contract documents. Notify the City immediately of any contract problems or deviations from the approved contract documents. Issue notices as required by the construction contract. Recommend and prepare Work Change Directives and Change Orders for the City as necessary. Change Orders that require additional design or construction services by Engineer will be considered Additional Services and compensated in accordance with the provisions of this Contract.
    b. Make visits to the site at intervals appropriate to various stages of construction to observe, as an experienced and qualified design professional, the progress of the contractor's work. Visits by the Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the RPR.
    c. Receive, review, and transmit to City all contractor requests for City staff involvement

and approvals, such as valve and hydrant operation requests, water quality sampling requests, traffic control reviews, etc. Monitor that the required advance notice requirements are being met by contractor for all requests to the City for reviews, inspections, operations, and testing.

d. Review and recommend monthly contractor payment requests.

8. Weekly Construction Meetings: Attend and conduct a weekly construction meeting with the City and contractor. Allow up to 3 hours per week, assuming a 17-week contract, for the weekly construction meeting and any related follow-up activities.
9. Informational Updates: Prepare weekly project informational update content via email, including current project maps and work descriptions. The City will host and maintain the website and/or social media platforms to publicize the information.
10. Substantial Completion Services: Conduct substantial completion and final inspections with City and contractor. Prepare and monitor punchlist items required for completion of the work by contractor.
11. Record Drawings: Maintain documentation of all field installations, including the location of all underground utilities encountered during construction, for assistance with preparation of project record drawings. Prepare record drawings by incorporating all field modifications to the construction drawings. Survey all new primary water main surface features (e.g., hydrants and valve boxes) following project completion to incorporate into the record drawings and to provide accurate State Plane Coordinates of these features to the City. Allow review by City of record drawings prior to issuing final record drawings. Record drawings will also include, at a minimum, the location and depth, where available, of all underground utilities installed or uncovered.
12. Anniversary Inspection: Conduct one-year and two-year anniversary inspections of the project. Identify deficiencies and warranty items requiring correction and provide notification to contractor.
13. Deliverables:
    a. Pre-construction meeting minutes
    b. Contractor submittals; electronic copy to City
    c. Weekly RPR inspection reports, upon request
    d. Monthly quality assurance materials testing reports, upon request
    e. Miscellaneous construction forms, as required
    f. Review set of record drawings; 11"x17" and/or PDF format
    g. Final record drawings, in accordance with Part I, Section 2, Article D of this Contract, and as required by MDEQ. The DWG file provided shall be on the project ground coordinate system. The information provided in State Plane Coordinates shall be limited to a point file, or equivalent, of all new primary water system features only.

H. Project Management & Quality Assurance

1. Project Management: Provide project management services throughout design and construction. This task includes all project communication and coordination with the City and all effort necessary to control the schedule and budget of the project.
2. Internal Quality Assurance: Provide internal quality assurance services throughout design and construction, including review of all reports, plans, and specifications developed.

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

Billings shall authorize payment to the Engineer for services performed under Appendix A of this Agreement. Partial payment shall be due the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer.

Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the total contract amount.

1.	Survey & Mapping	$29,250
2.	Geotechnical	$33,900
3.	Pipeline Design	$101,050
4.	Traffic Control Design	$37,015
5.	Public & Agency Involvement	$18,585
6.	Bidding Assistance	$31,395
7.	Construction Administration & Inspection	$281,945
8.	Project Management & Quality Assurance	$26,775
9.	Total	$559,915

B. Final payment shall be the above stated basic fee less all previous payments.

Section 2. Payments for Extra Services when Authorized by Billings.

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 3. Corrections.

Costs of Billings work that is required for corrections to the Engineer's work which requires redoing by Billings shall be deducted from any payments due the Engineer, if the Engineer fails to make the required corrections.

Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted annually by mutual agreement of the parties, based upon documented evidence that the Engineer's costs and hourly rates as shown in Appendix D have increased for all comparable clients.

Appendix C

Additional Services of Engineer

Extra Services of the Engineer will be paid only with written prior authorization by Billings.

A. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

C. Revisions or additions, when such revisions or additions are inconsistent with written approvals or instructions previously given, required by enactment or revisions of codes, laws, or regulations, or are due to other causes not solely within control of the Engineer.

D. Additional time and/or services resulting from additional requirements imposed by any funding source for the use of those funds, as outlined in Part I, Section 14 of this Contract.

Appendix D

Schedule of Professional Fees

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below.

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit. Direct project costs not itemized herein shall be paid for at actual cost.

MONTANA FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	$170	Engineering Technician I	$85
Accounting Technician	$105	Engineering Technician II	$100
Administrative Assistant	$80	Engineering Technician III	$110
Administrative Manager	$110	Engineering Technician IV	$125
Biologist I	$115	Engineering Technician V	$140
Biologist II	$125	Engineering Technician VI	$160
Biologist III	$135	Environmental Specialist I	$105
Biologist IV	$145	Environmental Specialist II	$120
Biologist V	$190	Environmental Specialist III	$125
CAD Drafter I	$90	Environmental Specialist IV	$135
CAD Drafter II	$105	Environmental Specialist V	$140
CAD Drafter III	$115	Environmental Specialist VI	$175
CAD Drafter IV	$125	Environmental Specialist VII	$195
CAD Drafter V	$135	Environmental Specialist VIII	$210
Civil and Transportation Designer	$120	Environmental Specialist IX	$230
Contract Administrator I	$145	Environmental Specialist X	$250
Contract Administrator II	$170	Field Project Representative I	$100
Corporate Development Manager	$215	Field Project Representative II	$110
Cultural Resources Specialist I	$105	Field Project Representative III	$140
Cultural Resources Specialist II	$125	Field Project Representative IV	$155
Cultural Resources Specialist III	$130	Geologist I	$120
Cultural Resources Specialist IV	$165	Geologist II	$130
Cultural Resources Specialist V	$180	Geologist III	$140
Document Production Supervisor	$135	Geologist IV	$160
Engineer I	$115	Geologist V	$190
Engineer II	$125	GIS Coordinator	$155
Engineer III	$140	GIS Manager	$165
Engineer IV	$160	GIS Specialist	$110
Engineer V	$180	GIS Technician	$90
Engineer VI	$190	Graphics Designer	$115
Engineer VII	$200	Intern I	$70
Engineer VIII	$210	Intern II	$90
Engineer IX	$235	Laboratory Manager	$110
Engineer X	$250	Laboratory Supervisor	$90

Landscape Architect I	$115
Landscape Architect II	$130
Landscape Architect III	$145
Landscape Architect IV	$160
Landscape Architect V	$175
Landscape Architect VI	$185
Landscape Architect VII	$195
Landscape Designer	$100
Landscape Planner	$120
Lead Materials Technician	$100
Marketing & Administrative Manager	$210
Marketing Assistant	$90
Marketing Coordinator	$120
Materials Manager	$115
Materials Technician	$75
Materials Technician II	$85
Planner I	$105
Planner II	$130
Planner III	$145
Planner IV	$160
Planner V	$175
Planner VI	$185
Planner VII	$195
Planner VIII	$210
Planner IX	$225
Planner X	$265
Planning Technician	$95
Professional Land Surveyor I	$105
Professional Land Surveyor II	$115
Professional Land Surveyor III	$125
Professional Land Surveyor IV	$135
Professional Land Surveyor V	$145
Professional Land Surveyor VI	$150
Professional Land Surveyor VII	$160
Professional Land Surveyor VIII	$170
Professional Land Surveyor IX	$195
Professional Land Surveyor X	$205
Professional Land Surveyor XI	$230
Project Administrator	$120
Project Assistant I	$100
Project Assistant II	$115
Project Controller	$150
Project Manager I	$145
Project Manager II	$160
Project Manager III	$175
Project Manager IV	$190
Project Manager V	$205
Project Manager VI	$220
Project Manager VII	$235
Proposal Manager	$125
Public Involvement Assistant	$100
Public Involvement Coordinator	$140
Public Involvement Planner	$120
Public Involvement Program Manager	$185
Real Estate Services Manager	$165
Right of Way Agent I	$110
Right of Way Agent II	$125
Right of Way Agent III	$140
Right of Way Agent IV	$155
Right of Way Agent V	$170
Right of Way Agent VI	$200
Right of Way Assistant	$100
Risk Manager	$185
Senior CAD Drafter	$155
Senior Civil and Transportation Designer	$155
Senior Graphics Designer	$150
Senior Manager I	$225
Senior Manager II	$245
Senior Manager III	$255
Senior Manager IV	$290
Senior Manager V	$300
Senior Manager VI	$320
Senior Materials Technician	$105
Senior Project Controller	$170
Senior Proposal Manager	$195
Survey Technician -- Supervisor	$140
Survey Technician I	$75
Survey Technician II	$80
Survey Technician III	$85
Survey Technician IV	$100

Survey Technician V	$105
Survey Technician VI	$115
Survey Technician VII	$130
Survey Technician VIII	$145
Survey Technician IX	$155
Systems Administrator	$140
Technical Coordinator	$165

Survey Crews

One-Person Survey Crew	=	$145/hour
One-Person Survey Crew GPS/ Robotics	=	$165/hour
Two-Person Survey Crew	=	$210/hour
Two-Person Survey Crew GPS/ Robotics	=	$220/hour
Two-Person Survey Crew (PLS + LSIT)	=	$245/hour
Three-Person Survey Crew	=	$295/hour

Travel, Mileage, & Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	1.00/mile
Vehicle Usage – Trucks & SUV's	=	1.20/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10 am), lunch (10 am – 3 pm) and dinner (3 pm to midnight).

	Breakfast	Lunch	Dinner	Incidentals	1st and Last Day	GSA Per Diem Rate
Billings	$13.00	$15.00	$26.00	$5.00	$44.25	**$59.00**
Bozeman	$18.00	$20.00	$36.00	$5.00	$59.25	**$79.00**
Helena	$14.00	$16.00	$29.00	$5.00	$48.00	**$64.00**

All other cities not listed above, please use the following link: https://www.gsa.gov/travel/plan-book/per-diem-rates

Please use the following link for the meal breakdown: https://www.gsa.gov/travel/plan-book/per-diem-rates/meals-and-incidental-expenses-mie-breakdown

Notes

1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the Project Manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than July 10, 2023, the completion date for the Engineer's work through final design shall be:

A. Preliminary (30%) Design: September 15, 2023

B. Pre-Final (90%) Design: November 3, 2023

C. Final (100%) Design and Bid Advertisement: December 1, 2023

Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Engineer is behind on this Contract due to no fault of Billings, then the Engineer hereby acknowledges the right of Billings to withhold future Contracts to the Engineer in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

Appendix F

Certificate(s) of Insurance

City Council Regular

Date:	07/10/2023
Title:	W.O. 24-01, Contract 2: 2024 Sewer Main Replacement Project
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	W.O. 24-01 Contract 2

RECOMMENDATION

Staff recommends the City Council award a professional engineering services contract for design of W.O. 24-01, Contract 2: 2024 Sewer Main Replacement, to Morrison-Maierle in the amount of $389,900.

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

The City replaces and upgrades its sanitary sewer utilities as part of an annual maintenance program. This project will replace approximately 14,250 feet of existing sanitary sewer. The sewer mains being replaced with this project were selected based on age, video inspection condition assessment, root intrusion history, and sewer back up history. This project will replace sanitary sewer mains that are 100 to 120 years old made of clay tile. These sewer mains exhibit broken and cracked pipe and many sections need yearly root intrusion removal and maintenance. Generally, the sewer mains to be replaced or rehabilitated are located north of 6th Avenue North between North 30th Street and North 22nd Street. Some other isolated sewer main replacements are also included.

Morrison-Maierle was selected for the project using the proposal process. Two other proposals were received from Sanderson Stewart and DOWL. The consultant selection was based on Project Team and Availability; Project Approach; and Firm Qualifications and Experience as related to the project needs.

ALTERNATIVES

City Council may:

- Approve awarding the Professional Engineering Services Contract to Morrison-Maierle, or;
- Not approve awarding the Professional Engineering Services contract to Morrison-Maierle. If the project is not awarded, the City's sanitary sewer collection system in these areas will continue to be unreliable and may experience ongoing maintenance problems, back-ups, and expenses.

FISCAL EFFECTS

The project was budgeted in FY24 using Sewer funds in the amount of $5,300,000. There are adequate funds to award the contract. The remaining budget will be used for construction, construction observation, materials testing, and construction contract administration services.

Attachments

W.O. 24-01 Contract 2 Professional Services Contract

Contract for Professional Architectural and Engineering Services

City of Billings W.O. 24-01: Contract 2 – 2024 Sewer Main Replacement

In consideration of the mutual promises herein, City of Billings and Morrison-Maierle, Inc. agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 8 pages (Basic Services of Contractor);

Appendix B consisting of 2 pages (Methods and Times of Payment);

Appendix C consisting of 1 page (Additional Services of Engineer);

Appendix D consisting of 4 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 31 pages (Certificate(s) of Insurance)

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
B. “Billings” means the City of Billings.
C. "Engineer” and/or “Contractor” means Morrison-Maierle, Inc.
D. In Appendix A, Contractor is referring to the construction contractor.

Section 2. Scope of Services.

A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
D. The Engineer shall provide as-built drawings as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (*.asc, *.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.
B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
C. This Contract shall terminate at midnight on March 1, 2025.

Section 4. Compensation; Method of Payment.

A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

A. By mutual consent of the parties.
B. For the convenience of Billings, provided that Billings notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

A. If Billings terminates the Contractor's services for convenience or Contractor terminates services for cause, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.
B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.
C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

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

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

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

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give Billings the right immediately to terminate this Contract without any liability for Work performed.

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

A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless

the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings: City Engineer (Mac Fogelsong, PE)
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291 / PHONE: (406) 657-8232

Contractor: Morrison-Maierle, Inc.
Jill Cook, PE
315 North 25th Street, Suite 102
Billings, Montana 59101 PHONE: (406) 656-6000

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

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

4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
C. Effectively controls and accounts for all municipal funds and Contract property;
D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
E. Allocates administrative costs to direct service delivery units;
F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
G. Provides accounting records supported by source documentation; and
H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
G. The Contractor and subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicates may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: President or Vice President
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Billings, in such

form and at such times as Billings may reasonably require. The Contractor shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Contractor to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

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

City of Billings

_____
William A. Cole, Mayor

Date: _____

ATTEST:

_____
City Clerk

Date: _____

Contractor

_____

Name: Jill Cook, PE
Title: Vice President
Date: _____

IRS Tax ID # 81-0217149

APPROVED AS TO FORM:

By _____
City Attorney

Appendix A

Basic Services of Engineer
City of Billings W.O. 24-01: Contract 2 – 2024 Sewer Main Replacement

Section 1. Engineer's Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.

B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.

C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.

D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.

E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.

G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.

H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.

I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

J. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Kurtis DeShaw, P.E. working under the Principal-in-Charge, Jill Cook, P.E.

Section 2. Billings Rights and Duties.

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

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Travis Harris, P.E.

Section 3. Scope of Work.

The Engineer shall perform the work outlined in this agreement, including the completion of design and construction engineering phase services for W.O. 24-01: Contract 2 – 2024 Sewer Main Replacement. Design and construction work includes approximately 14,250 linear feet (LF) of sanitary sewer main replacement or cured-in-place-pipe (CIPP) lining as further described as follows:

- Approximately 900 LF of cured-in-place-pipe (CIPP) lining of the existing sewer main between Mountain View Boulevard and the BBWA Canal, located east of Valley Drive.

- Approximately 1,100 LF of sewer main replacement by CIPP lining and 5,760 LF of sewer main replacement by open-cut or CIPP lining in the North Park Area located generally between North 27th Street and North 18th Street and between 10th Avenue North and 6th Avenue North.

- Approximately 4,395 LF of sewer main replacement by open-cut or CIPP lining in the Hospital Area located generally between North 32nd Street and North 30th Street and between Grandview Boulevard and 9th Avenue North.

- Approximately 2,095 LF of sewer main replacement by open-cut or CIPP lining in the Industrial Area located generally between North 20th Street and North 16th Street and between 3rd Avenue North and 1st Avenue North.

The scope of work is summarized below:

TASK 000 - PROJECT MANAGEMENT

Project management for the design and construction phases will include all project coordination between the City and the consultant team members. This management task includes communicating ideas, questions, and issues to ensure the design encompasses the input from the project personnel for both the City and Morrison-Maierle. Project management also involves a project kickoff meeting and the effort necessary to control the project's quality, schedule, and budget.

TASK 030 – SURVEY

Design phase survey services will consist of the following:

- Establish horizontal and vertical control for the project areas. The horizontal and vertical datums for this project shall be approved by the City.
- Utility locates will be requested using the One-Call service.
- The plans will show owner addresses and lot lines based on a limited property corner search and supplemented with the City GIS information. Where the existing sewer main is located on private property, it is assumed that these areas will be CIPP lined.
- An unmanned aerial vehicle (UAV) will provide an aerial image and ground topography where tree coverage allows. Features such as curbs, sidewalks, drive approaches, trees, etc., will be shown in the photo, and these features will not be drawn in.
- Design survey will be completed using a GPS for ground topography, and utility locates where not obtainable by UAV survey. Sanitary sewer services will be located based on the City provided CCTV videos.
- Obtain approval from the Billings Airport for the UAV survey.
- No easement procurement is included in this scope.

TASK 039 – GEOTECHNICAL EVALUATION

Geotechnical engineering will be provided by a subconsultant and shall include field sampling, laboratory testing, and review of subsurface soils to determine appropriate pavement section design alternatives, sub-grade treatment, groundwater conditions, and foundations and backfill recommendations for utility installations. Recommendations for specific construction materials established in this review will be included in the project plans and specifications. Design geotechnical work will include up to twenty-three (23) soil borings in the planned open-cut sewer replacement areas varying in depth from 10 to 15 feet. In addition, up to two (2) additional soil borings are included as a contingency if open-cut excavation is required in the planned CIPP sewer lining areas. Additional soil borings in the project area from recent projects will be incorporated into the project specifications for reference only to reduce overall geotechnical design costs.

TASK 040 – DESIGN

The following work will be performed under this task:

- Review existing record drawings to verify the depths and locations of existing utilities. Perform manhole measure-downs for the planned sanitary sewer main replacement or CIPP lining areas. Perform valve and manhole measure-downs to verify depths of existing water and storm drain mains where this information is not available on record drawings, or to verify depths where there is minimal clearance at utility crossings.
- Review City provided CCTV sewer videos for the project areas and evaluate the feasibility of open-cut and CIPP lining replacement methods. Evaluate

where CIPP lining could be used as an alternative to open-cut replacement. Also, evaluate whether sewer service connections should be replaced by open cut or reinstated within the CIPP-lined sewer. A review of City provided CCTV videos will be relied upon for the condition assessment of the existing sanitary sewer mains.

- A review of the City's vapor root areas and areas they have issues jetting/maintaining and hold a meeting with City staff to confirm areas to be rehabilitated using CIPP and which to use open cut replacement.
- New sewer mains will be designed along the existing horizontal alignments and within the vertical constraints of existing upstream and downstream connection elevations, service depths, and minimum slopes. Pipeline sizes will match existing sizes unless otherwise directed by the City. No hydraulic modeling, field flow metering, or other sizing studies are included in this scope.
- No specific bypass pumping specification will be developed for this project. Standard bypass pumping design by the contractor will be specified.
- Review existing leaking underground storage tanks (LUST) and superfund sites in the project areas from the MDEQ database and include requirements in the project specifications for open-cut excavation through potentially contaminated soil and groundwater areas.
- Coordinate with permitting agencies, including the Montana Department of Environmental Quality (MDEQ), and public/private utilities. No permitting fees are included in the scope of this project.
- Traffic control will be addressed with written specifications and referencing the traffic control drawings in the City of Billings Standard Modifications to MPWSS. No other traffic control plans will be prepared by the Engineer for the other project areas.
- Prepare preliminary plans. Deliverables will include preliminary plans at 50% complete for review by the City. An electronic file (PDF) and one (1) 11"x17" copy of the review set will be provided to the City for review. A PDF copy will also be sent to each utility company in the project areas. Engineer will follow up with the utilities to ensure they received the plans sent to them. Engineer will hold a meeting for utilities to attend to discuss potential conflicts, if any occur. Specific coordination will occur with MDU regarding potential gas main conflicts in the alley and with TDS regarding fiber installations both current and future.
- Hold a review meeting with City staff at 50% to discuss the project.
- Perform up to two field review(s) with City and other agencies, as required.
- Meet with up to two local contractors and suppliers to discuss constructability concerns.
- Develop 90% plans, specifications, quantity summaries, and opinion of probable costs for final review by City staff. Engineer will meet with City staff to review 90% comments. One 11"x17" copy will be provided to the City, as well as an electronic file (PDF).
- Seal and sign all final plans, specifications, submitted calculations, and reports with the seal of the Montana licensed Professional Engineer in responsible charge of the work.
- Submit plans, specifications, design summary, certified checklist, and any required deviations for the water main replacement to MDEQ for review. The

City will pay respective permitting fees directly. Coordinate with MDEQ on any follow-up comments/requirements.

- Prepare informational door hanger with QR Code and deliver to property owners adjacent to the project areas. Attend one public informational meeting during design. Meet with representatives of up to 10 businesses such as the Albertsons, Home2 Suites hotel, Perkins, St Vincent Heathcare, and other businesses that may experience significant traffic impacts related to construction.
- Potholing or other exploratory services may be required during design and/or construction of this project. This scope includes up to $7,250 for potholing or exploratory services as required.

Bidding services will be provided as follows:

- Prepare 100% plans and specifications for bidding. This project will be planned to be bid in up to four schedules. Update the opinion of probable cost to be used for the bid opening.
- Provide bid advertisement text to City for publication. Submission of the advertisement to publications and the cost for advertising will be responsibility of the City.
- Distribution of plans and specifications will be done electronically using the City's Quest CDN service and through www.montanabid.com. No hard copies of the plans and specifications will be provided to the bidders. Two (2) 11"x17" copies will be provided to the City, as well as an electronic file (PDF).
- The plan holder's list will be maintained through Quest CDN.
- Answer prospective bidders' questions regarding the project.
- Schedule and hold a pre-bid conference with interested contractors and suppliers. Prepare agenda for the meeting.
- Prepare and distribute addenda as necessary.
- Attend bid opening, analyze bid proposals, publish a bid tabulation, and make recommendations on awarding a construction contract.

TASK 050 – CONSTRUCTION ADMINISTRATION

- This task to be added by amendment.

TASK 060 – CLOSEOUT

- This task to be added by amendment.

TASK 088 – QUALITY ASSURANCE

Internal quality assurance will be provided for all reports, plans, and specifications furnished to the City or other agencies at the 50% and 90% submittals. The Quality assurance reviewer will also provide technical assistance to guide the design team.

Tasks Excluded from this contract:
Contruction Services Project Management
Construction Staking

Geotechnical Quality Assurance Testing
Construction Administration
Closeout

Appendix B

Methods and Times of Payment
City of Billings W.O. 24-01: Contract 2 – 2024 Sewer Main Replacement

Section 1. Payments for Basic Services.

Billings shall authorize payment to the Engineer for services performed under Appendix A of this Agreement. Partial payment shall be due the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer.

Partial payment shall be made to the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer. Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

A. For services rendered as described in Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the following total fee:

1.	Task 000 – Project Management	$27,750.00
2.	Task 030 – Survey	$51,950.00
3.	Task 039 – Geotechnical	$22,700.00
4.	Task 040 – Design	$271,500.00
5.	Task 050 – Construction Administration	-
6.	Task 060 – Project Closeout	-
7.	Task 088 – Quality Assurance	$15,000.00
	TOTAL	**$389,900.00**

B. Final payment shall be the above stated basic fee less all previous payments.

Section 2. Payments for Extra Services when Authorized by Billings.

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this project shall be paid for by a negotiated fee.

Section 3. Corrections.

Costs of Billings work that is required for corrections to the Engineer's work which requires redoing by Billings shall be deducted from any payments due the Engineer, if the Engineer fails to make the required corrections.

Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted annually by mutual agreement of the parties, based upon documented evidence that the Engineer's costs and hourly rates as shown in Appendix D have increased for all comparable clients.

Appendix C

Additional Services of Engineer
City of Billings W.O. 24-01: Contract 2 – 2024 Sewer Main Replacement

Extra Services of the Engineer will be paid only with written prior authorization by Billings.

A. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

Appendix D

Schedule of Professional Fees
City of Billings W.O. 24-01: Contract 2 – 2024 Sewer Main Replacement

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below.

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit. Direct project costs not itemized herein shall be paid for at actual cost.

Section 1. Professional Services.

Morrison Maierle
engineers · surveyors · planners · scientists

Standard Billing Rate Schedule
Effective Thru
December 31, 2023

		Standard Rate	Overtime Rate
Engineer	**Supervising Engineer V**	273.00	273.00
	Supervising Engineer IV	267.00	267.00
	Supervising Engineer III	245.00	245.00
	Supervising Engineer II	234.00	234.00
	Supervising Engineer I	222.00	222.00
	Senior Engineer II	206.00	206.00
	Senior Engineer I	188.00	188.00
	Design Engineer II	177.00	177.00
	Design Engineer I	164.00	164.00
	Engineer Intern II	142.00	142.00
	Engineer Intern I	125.00	125.00
Planner	**Supervising Senior Planner**	225.00	225.00
	Senior Planner	186.00	186.00
	Planner III	151.00	151.00
	Planner II	138.00	138.00
	Planner I	121.00	121.00
Scientist	**Supervising Environmental Scientist**	234.00	234.00
	Environmental Scientist III	186.00	186.00
	Environmental Scientist II	142.00	142.00
	Environmental Scientist I	121.00	121.00
	Environmental Technician	106.00	106.00
	Supervising Geologist	252.00	252.00
	Senior Geologist	222.00	222.00
	Geologist III	192.00	192.00
	Geologist II	164.00	164.00
	Geologist I	140.00	140.00
Designer and Technician	**Senior Communications Designer**	228.00	228.00
	Communications Designer	125.00	125.00
	CAD Designer III	156.00	156.00
	CAD Designer II	143.00	143.00
	CAD Designer I	133.00	199.50
	CAD Tech III	130.00	195.00
	CAD Tech II	111.00	166.50
	CAD Tech I	98.00	147.00
	Senior Engineering Designer	183.00	183.00
	Engineering Designer	125.00	125.00
Resident Project Representative	**Senior Resident Project Representative**	175.00	175.00
	Resident Project Representative III	166.00	166.00
	Resident Project Representative II	147.00	147.00
	Resident Project Representative I	126.00	189.00
Administrative	**Administrative Manager**	126.00	126.00
	Administrative Coordinator III	116.00	116.00
	Administrative Coordinator II	110.00	165.00
	Administrative Coordinator I	90.00	135.00
	Project Coordinator III	113.00	113.00
	Project Coordinator II	102.00	153.00
	Project Coordinator I	92.00	138.00
	Technical Intern	85.00	127.50
	Senior Communication Specialist	128.00	128.00
	Graphic Designer	106.00	106.00
	Health & Safety Administrator	140.00	140.00
Survey	**Senior Survey Manager**	226.00	226.00
	Survey Manager	176.00	176.00
	Land Surveyor IV	169.00	169.00
	Land Surveyor III	158.00	158.00
	Land Surveyor II	144.00	144.00
	Land Surveyor I	134.00	134.00
	Remote Sensing Specialist II	149.00	149.00
	Remote Sensing Specialist I	139.00	139.00
	Survey Technician IV	129.00	129.00
	Survey Technician III	114.00	171.00
	Survey Technician II	98.00	147.00
	Survey Technician I	80.00	120.00
Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

Morrison Maierle
engineers • surveyors • planners • scientists

Standard Billing Rate Schedule
Rates Effective Thru
June 30, 2023

EQUIPMENT RATES	
Company Vehicle: highway miles - Pickups	$.862/mile
highway miles – Medium SUV	$.754/mile
highway miles - Small SUV	$.622/mile
highway miles - Sedan	$.690/mile
on-site mileage	$ .690/mile plus $5.00/hour
Private Vehicle	$.655/mile
ATV	$50.00/day
UTV	$100.00/day
Survey-Grade GNSS (1 Receiver)	$120.00/day
Survey-Grade GNSS (2 Receivers)	$30.00/hour, $240.00/day
Resource-Grade (GIS) GNSS Receivers	$65.00/day
Hovermap LiDAR Scanner	$50.00/hour, $400.00/day
Robotic Total Station	$30.00/hour, $240.00/day
Total Station	$80.00/day
Trimble SX10 Scanning Total Station	$40.00/hour, $300.00/day
Trimble SX12 Scanning Total Station	$40.00/hour, $300.00/day
FARO Focus 3D Laser Scanner	$50.00/hour, $400.00/day
Hydrolite – TM Echosounder Kit	$100.00/day
Raft-Hydro-Bathy Surveys	$100.00/day
sUAS Survey Drone	$400.00/day
Nuclear Density Meter	$10.00/hour, $35.00/day
Airflow Balancing Hood	$75.00/day
Core Drill	$10.00/hole
Digital Level	$50.00/day
Hammer Drill	$30.00/day
HYDROLOGICAL EQUIPMENT	
Conductivity Meter	$15.00/day
Disposable Bailers	$10.00/each
Dissolved Oxygen Meter	$20.00/day
PH Meter	$15.00/day
PH/Temp/Conductivity Meter	$25.00/day
Water Sample Fee	$10.00/each
In Situ Level Troll 700	$63.00/day, $250.00/week
AquaCalc Pro	$60.00/day, $120.00/week
Marsh McBirney 2000 Flowmeter	$60.00/day, $120.00/week
Global Water FP 111 Flowmeter	$25.00/day, $75.00/week
Submersible Pump (Redi Flo 2)	$155.00/day
Water Level Meter, 300 Ft.	$25.00/day, $50.00/week
Water Level Meter, 500 Ft.	$35.00/day, $75.00/week
Oil/Water Interface Well Probe	$40.00/day, $120.00/week
Hach Flo-Dar (logger & sensor)	$400.00/week, $1,000.00/month
Rain Gauge Sensor	$15.00/week, $60.00/month
PRINTING EXPENSES	
Black & White Copies	$.10/8.5X11, $.13/8.5x14, $.20/11x17
Color Copies	$.20/8.5X11, $.20/8.5x14, $.40/11x17
Binding	$.25/each
Lamination	$1.00/each
Oversize Print Black & White	$5.00/each
Oversize Print Color	$6.00/each
Print & Basic Mount	$12.00/each
Print & Machine Mount	$20.00/each
Print, Machine & Laminate White Board	$32.00/each
MISCELLANEOUS EXPENSE	
Lodging	Current Rates
Meals	$54.00/day

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liabity insurance is included in the hourly rates of personnel.

Section 2. Materials and Other Direct Costs.

Materials and other direct costs will be invoiced at current rates, plus a ten percent (10%) handling fee. Included as direct costs are the following:

A. Approved Employee Meals, Lodging, Transportation

B. Premium Delivery Service (UPS, Federal Express, etc.)

C. Toll Communication Services (Telephone, Fax, etc.)

D. Supplies

E. Premiums for Special Insurance, Performance Bonds, etc.

F. Other Out-of-Pocket Expenses

G. Consultants

The cost of Professional Liability Insurance coverage is included in the hourly rates of personnel.

Appendix E

Project Schedule
City of Billings W.O. 24-01: Contract 2 – 2024 Sewer Main Replacement

Based on a notice to proceed by Billings date no later than July 10, 2023, the completion date for the Engineer's work through final design shall be:

1. Preliminary Engineering Services (50% Design): October 2023
2. Preliminary Engineering Services (90% Design): December 2023
3. Final Engineering Services (100% Design): January 2024
4. Above schedule assumes DEQ review will be completed within three (3) weeks of the 90% Design submittal.

Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Engineer is behind on this Contract due to no fault of Billings, then the Engineer hereby acknowledges the right of Billings to withhold future Contracts to the Engineer in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

Appendix F

Certificate(s) of Insurance
City of Billings W.O. 24-01: Contract 2 – 2024 Sewer Main Replacement

(Attach Certificate(s) of Insurance)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2023

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

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

PRODUCER	CONTACT NAME:	
Pearl Insurance 1200 E Glen Ave Peoria Heights, IL. 61611	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED Morrison-Maierle Inc. 1 Engineering Pl PO Box 6147 Helena, MT 59604-6147	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional - E&O & Pollution Incident Liability Written on a Claims-Made Basis	N	Y	AEH288366511	01/08/2023	01/08/2024	$5,000,000 per claim $5,000,000 aggregate $250,000 deductible	

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

Certificate holder is granted, when agreed in a written contract with its client, 30-day NOC/60-day Notice of Reduction in Limits of Liability per form CNA83699XX. Professional Liability Waiver of Subrogation: Per written agreement to waive such rights prior to a claim or circumstance.

Project Type: 2024 Sewer Main Replacement
Project Number: WO-24-01

CERTIFICATE HOLDER

City of Billings
2224 Montana Ave
Billings, MT 59101

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS WHERE REQUIRED BY WRITTEN CONTRACT

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

(1) thirty (30) days' notice; or

(2) the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

(1) sixty (60) days' notice; or

(2) the number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

© Copyright CNA All Rights Reserved.

MORRMAI-01 PKERCHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/8/2023

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

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

PRODUCER	CONTACT NAME: Patty Kercher
Helena Office PayneWest Insurance, a Marsh McLennan Agency LLC Company P.O. Box 6127 Helena, MT 59604	PHONE (A/C, No, Ext): (406) 457-4554 FAX (A/C, No): E-MAIL ADDRESS: pkercher@paynewest.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Montana State Fund	15819
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Morrison - Maierle, Inc.
P.O. Box 6147
Helena, MT 59604-6147

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	EPP 0510761	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	EPP 0510761	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	EPP 0510761	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		03-330281-1	1/1/2023	1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Umbrella-Follow Form			EPP 0510761	12/31/2022	12/31/2023	Over GL/AL/EL	9,000,000
A	Equipment Floater			EPP 0510761	12/31/2022	12/31/2023	Leased & Rented Eqp	100,000

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

Project Name: 2024 Sewer Main Replacement
Project #: WO 24-01

30 Day Notice of Cancellation does not apply to non-payment of premium nor Workers Compensation Policy.

CERTIFICATE HOLDER

City of Billings
2224 Montana Ave
Billings, MT 59101

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patricia Kercher

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
12-31-2021	**EBA 051 07 61**
Named Insured: **MORRISON - MAIERLE, INC.**	
Countersigned by: (Authorized Representative)	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
12-31-2021	**EBA 051 07 61**
Named Insured: **MORRISON - MAIERLE, INC.**	
Countersigned by: (Authorized Representative)	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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

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

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, b*y in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

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

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

b. Supervisory, inspection, architectural or engineering activities.

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

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

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

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

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

COMMERCIAL UMBRELLA - TABLE OF CONTENTS

Coverage Part Provision:	Begins on Page:
Preamble	3
SECTION I - COVERAGE:	3
A. Insuring Agreement	3
B. Exclusions:	4
1. Asbestos	4
2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights	4
3. Contractual Liability	4
4. Damage to Impaired Property or Property Not Physically Injured	4
5. Damage to Property	4
6. Damage to Your Product	4
7. Damage to Your Work	4
8. Distribution of Material in Violation of Statutes	5
9. Electronic Chatrooms or Bulletin Boards	5
10. Electronic Data	5
11. Employer's Liability Limitation	5
12. Employment-Related Practices	5
13. Expected or Intended Injury	5
14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses	6
15. Infringement of Copyright, Patent, Trademark or Trade Secret	6
16. Pollutant - Auto	6
17. Pollutant - Other Than Auto	7
18. Recall of Products, Work or Impaired Property	9
19. Unauthorized Use of Another's Name or Product	9
20. Uninsured / Underinsured Motorist	9
21. War	9
22. Workers' Compensation	9
C. Defense and Supplementary Payments	9
SECTION II - WHO IS AN INSURED	10
SECTION III - LIMITS OF INSURANCE	11
SECTION IV - CONDITIONS:	12
1. Appeals	12
2. Audit	13
3. Bankruptcy	13
4. Duties in the Event of Occurrence, Claim or Suit	13
5. First Named Insured	13
6. Legal Action Against Us and Loss Payments	13
7. Liberalization	14
8. Maintenance of Underlying Insurance	14
9. Other Insurance	14
10. Premium	14
11. Representations	14
12. Separation of Insureds	14
13. Transfer of Rights of Recovery Against Others to Us	15
14. When We Do Not Renew	15
SECTION V - DEFINITIONS:	15
1. "Advertisement"	15
2. "Authorized representative"	15
3. "Auto"	15
4. "Bodily injury"	16
5. "Coverage term"	16
6. "Coverage territory"	16

Includes copyrighted material of ISO Properties, Inc., with its permission.

Coverage Part Provision: **Begins on Page:**

7. "Electronic data"....16
8. "Employee"....16
9. "Executive officer"....16
10. "Hostile fire"....16
11. "Impaired property"....16
12. "Insured contract"....16
13. "Leased worker"....17
14. "Loading or unloading"....17
15. "Mobile equipment"....18
16. "Occurrence"....18
17. "Personal and advertising injury"....18
18. "Pollutants"....19
19. "Products-completed operations hazard"....19
20. "Property damage"....19
21. "Subsidiary"....19
22. "Suit"....19
23. "Temporary worker"....20
24. "Ultimate net loss"....20
25. "Underlying insurance"....20
26. "Underlying limit"....20
27. "Workplace"....20
28. "Your product"....20
29. "Your work"....20

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT....21

Includes copyrighted material of ISO Properties, Inc., with its permission.

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS.**

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:

a. Which is in excess of the "underlying insurance"; or

b. Which is either excluded or not insured by "underlying insurance".

2. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:

a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or

c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and

d. Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, or a "personal and advertising injury" offense is committed, you did not know, per Paragraph **5.** below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, or that the "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part.

3. "Bodily injury" or "property damage" which:

a. Occurs during the "coverage term"; and

b. Was not, prior to the "coverage term", known by you, per Paragraph **5.** below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

4. "Personal and advertising injury" caused by an offense which:

a. Was committed during the "coverage term"; and

b. Was not, prior to the "coverage term", known by you, per Paragraph **5.** below, to have been committed;

includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term" in which it first became known by you.

5. You will be deemed to know that "bodily injury" or "property damage" has occurred, or that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage";

c. First observes, or reasonably should have first observed, the "bodily injury" or "property damage", or the offense that caused the "personal and advertising injury";

d. Becomes aware, or reasonably should have become aware, by any means, other than as described in **c.** above, that "bodily injury" or "property

Includes copyrighted material of ISO Properties, Inc., with its permission.

damage" had occurred or had begun to occur, or that the "personal and advertising injury" offense had been committed or had begun to be committed; or

e. Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury", "personal and advertising injury" or "property damage" is substantially certain to occur.

6. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments.**

B. Exclusions

This insurance does not apply to:

1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or

d. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

3. Contractual Liability

Any liability for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "bodily injury", "personal and advertising injury" or "property damage":

a. That the insured would have in the absence of the contract or agreement; or

b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

4. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

5. Damage to Property

"Property damage" to property owned by any insured, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property.

6. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

7. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

8. Distribution of Material in Violation of Statutes

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

Includes copyrighted material of ISO Properties, Inc., with its permission.

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

9. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

10. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

11. Employer's Liability Limitation

Any liability arising from any injury to:

a. An "employee" of the insured sustained in the "workplace";

b. An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

c. The spouse, child, parent, brother or sister of that "employee" as a consequence of **a.** or **b.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply when such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

12. Employment-Related Practices

Any liability arising from any injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

b. The spouse, child, parent, brother or sister of that person as a consequence of any injury to that person at whom any of the employment-related practices described in Paragraphs **(1)**, **(2),** or **(3)** above is directed.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

13. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually intended or expected.

However, this exclusion does not apply to:

a. "Bodily injury" resulting from the use of reasonable force to protect persons or property; or

b. "Bodily injury" or "property damage" resulting from the use of reasonable force to prevent or eliminate danger in the operation of "autos" or watercraft.

14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses

"Personal and advertising injury":

Includes copyrighted material of ISO Properties, Inc., with its permission.

a. Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

b. Arising out of oral or written publication of material whose first publication took place before the later of the following:

(1) The inception of this Coverage Part; or

(2) The "coverage term" in which insurance coverage is sought;

c. Arising out of a criminal act committed by or at the direction of the insured; or

d. Committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, Paragraph **d.** does not apply to Paragraphs **17.a., b., c., d.** and **i.** of "personal and advertising injury" under **SECTION V - DEFINITIONS.**

For the purposes of Paragraph **d.**, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

15. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in your "advertisement", of copyright, trade dress or slogan.

16. Pollutant - Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission or escape of "pollutants":

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(b) Otherwise in the course of transit by or on behalf of the insured; or

(c) Being stored, disposed of, treated or processed in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph **(1)** above does not apply to "bodily injury" or "property damage" arising from fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion or its parts, if:

(a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

Includes copyrighted material of ISO Properties, Inc., with its permission.

(b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in Paragraphs **f.(2)** and **(3)** of the definition of "mobile equipment".

However, this exception to Paragraph **(1)** does not apply if the fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed, emitted or released.

Paragraphs **(2)** and **(3)** above do not apply to an "occurrence" that occurs away from premises owned by or rented to an insured with respect to "pollutants" not in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; and

(b) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Any liability caused by "pollutants" and arising from the operation, maintenance, use, "loading or unloading" of an "auto", for which insurance coverage is excluded by "underlying insurance".

17. Pollutant - Other Than Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission or escape of "pollutants":

(1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Paragraph **a.(1)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

(a) "Bodily injury", if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;

(b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to your "underlying insurance" as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

(4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the "pollutants" are brought on or to the

Includes copyrighted material of ISO Properties, Inc., with its permission.

premises, site or location in connection with such operations by such insured, contractor or subcontractor.

However, Paragraph **a.(4)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

(a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants".

b. "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Paragraph **c.** does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

d. Any liability caused by "pollutants", for which insurance coverage is excluded by "underlying insurance".

18. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

Includes copyrighted material of ISO Properties, Inc., with its permission.

b. "Your work"; or

c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

19. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag or any other similar tactics to mislead another's potential customers.

20. Uninsured / Underinsured Motorist

Any liability or obligation to any insured or anyone else under any uninsured motorist, underinsured motorist, automobile no-fault or first party personal injury law.

21. War

Any liability, however caused, arising directly or indirectly, out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

22. Workers' Compensation

Any liability or obligation of the insured under any workers' compensation, unemployment compensation, disability benefits or similar law. However, this exclusion does not apply to liability of others assumed by you under an "insured contract" in existence at the time of "occurrence".

C. Defense and Supplementary Payments

1. We will have the right and duty to defend the insured against any "suit" seeking damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result when:

a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or

b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.

2. Our right and duty to defend ends when the applicable Limits of Insurance, as stated in the Declarations, has been exhausted by payment of claims.

3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph **C.1.** However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.

4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:

a. All expenses we incur.

b. The cost of bail bonds up to $3,000. We do not have to furnish these bonds.

c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.

d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.

e. All costs taxed against the insured in the "suit".

5. If there is no underlying insurer obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:

a. Prejudgment interest awarded against the insured on that part of the

Includes copyrighted material of ISO Properties, Inc., with its permission.

judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on the period of time after the offer.

b. All interest awarded against the insured on the full amount of any judgment that accrues:

(1) After entry of the judgment; and

(2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

6. The payments described in Paragraphs **4.** and **5.** above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.

7. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.

(3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(4) An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders. Each of the following is also a Named Insured:

(a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":

1) Existing at the inception of this Coverage Part; or

2) Formed or acquired on or after the inception of this Coverage Part.

(b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof:

1) At the inception of this Coverage Part; or

2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.

(5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

b. Each of the following is also an insured:

(1) Any "employee" of yours while acting within the scope of their duties as such.

(2) Any person or organization while acting as your real estate manager.

(3) Any person or organization having proper temporary custody of your property if you die, but only:

(a) With respect to liability arising out of the maintenance or use of that property; and

(b) Until your legal representative has been appointed.

(4) Your legal representative if you die, but only with respect to duties as such.

2. Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":

Includes copyrighted material of ISO Properties, Inc., with its permission.

a. You are an insured.

b. Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:

(1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insureds in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.

(2) Your "employee", if the "auto" is owned by that "employee" or a member of his or her household, unless:

(a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or

(b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".

(3) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos", unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

c. Anyone liable for the conduct of an insured described in Paragraphs **2.a.** and **b.** above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

3. At your option and subject to the terms of this insurance, any additional insureds not addressed by Paragraphs **1.** and **2.** above covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such additional insureds thereunder.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all damages:

a. Included in the "products-completed operations hazard";

b. Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or

c. Because of "bodily injury", "personal and advertising injury" or "property damage" not included within **a.** or **b.** above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to **a.**, **b.** and **c.** The Aggregate Limit described in **c.** will apply only to damages not subject to **a.** or **b.** above.

3. Subject to the Limit of Insurance described in **2.c.** above:

a. Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to **2.a.** or **b.** above that is applicable separately to each:

(1) Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed to operations at only a single location, then the Aggregate Limit described in **2.c.** above applies separately to each location owned by, or rented or leased to you.

Includes copyrighted material of ISO Properties, Inc., with its permission.

(2) Of your construction projects solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed only to ongoing operations and only at a single construction project, then the Aggregate Limit described in **2.c.** above applies separately to each of your construction projects.

b. Only with respect to the application of Limits of Insurance described in **3.a.** above, the following terms location and construction project will have the following meanings:

(1) Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or entities, no matter how often or under how many different contracts, will be deemed to be a single construction project.

4. Subject to the limits described in **2.** and **3.** above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":

a. In excess of the applicable limits of "underlying insurance"; or

b. If an "occurrence" is not covered by "underlying insurance", but covered by the terms and conditions of this Coverage Part,

Because of all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence".

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is / are attached to this policy.

5. Subject to the limits described in **2.**, **3.** and **4.** above and to the terms and conditions of the "underlying insurance":

a. If the limits of "underlying insurance" have been reduced by payment of claims, this Coverage Part will continue in force as excess of the reduced "underlying insurance"; or

b. If the limits of "underlying insurance" have been exhausted by payment of claims, this Coverage Part will continue in force as "underlying insurance".

6. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Appeals

If the insured or any insurer who provides the applicable "underlying insurance" elects not to appeal a judgment which exceeds the "underlying limit", we may elect to do so at our own expense. We shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase our liability beyond:

a. Our applicable Limits of Insurance for all "ultimate net loss";

b. Our applicable Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments**; and

c. The expense of such appeal.

2. Audit

If this Coverage Part is subject to Audit, as indicated in the Declarations, then the following Condition applies:

a. The premium shown in the Premium Computation Endorsement as Advance Premium is a deposit premium. At the close of each audit period, we will compute the earned premium for that period. If:

(1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or

(2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

However, in no event will the earned premium be less than the Minimum Premium stated in the Premium Computation Endorsement.

b. The first Named Insured must keep records of the information we need for pre-

Includes copyrighted material of ISO Properties, Inc., with its permission.

mium computation, and send us copies at such times as we may request.

3. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate shall not relieve us of any obligations under this Coverage Part.

4. Duties in the Event of Occurrence, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim or "suit". To the extent possible, notice should include:

(1) How, when and where the "occurrence" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence".

This requirement applies only when the "occurrence" is known to an "authorized representative".

b. If a claim is made or "suit" is brought against any insured that is likely to involve this Coverage Part, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

This requirement will not be considered breached unless the breach occurs after such claim or "suit" is known to an "authorized representative".

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. First Named Insured

The person or organization first named in the Declarations will act on behalf of all other insureds where indicated in this Coverage Part.

6. Legal Action Against Us and Loss Payments

a. No legal action may be brought against us unless there has been full compliance with all the terms of this Coverage Part nor until the amount of the insured's obligation to pay has been finally determined as provided below. No person or organization has any right under this Coverage Part to bring us into any action to determine the liability of the insured.

b. We shall be liable for payment of the "ultimate net loss" for any "occurrence" to which this Coverage Part applies:

(1) For "occurrences" not covered by "underlying insurance"; or

(2) In excess of the "underlying limit" applicable to the "occurrence" only after the insurers who provide the applicable "underlying insurance" have paid or become obligated to pay the amount of the "underlying limit" applicable to the "occurrence".

Our payment will be made following final determination of the amount of the insured's obligation to pay either by final judgment against the insured or by written agreement with the insured, the claimant, the underlying insurers and us.

7. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

a. The date we implemented the change in your state; or

b. The date this Coverage Part became effective; and

Will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

Includes copyrighted material of ISO Properties, Inc., with its permission.

8. Maintenance of Underlying Insurance

a. While this Coverage Part is in effect, the insured shall maintain in force the "underlying insurance" listed in the Schedule of Underlying Insurance as collectible insurance. The terms, conditions and endorsements of "underlying insurance" will not materially change and renewals or replacements of "underlying insurance" will not be more restrictive in coverage.

b. Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits of insurance due to payment of claims which are in accordance with **SECTION I - COVERAGE**, **A. Insuring Agreement**, Paragraph **2.** of this Coverage Part.

c. In the event you fail or neglect to maintain "underlying insurance" as required, this Coverage Part will apply as though such "underlying insurance" was in force and collectible at the time a claim is presented to us which is in accordance with **SECTION I - COVERAGE**, **A. Insuring Agreement**, Paragraph **2.** of this Coverage Part.

d. The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the insured's failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.

9. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. Representations

a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.

b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

Based on our reliance upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

13. Transfer of Rights of Recovery Against Others to Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Any recoveries shall be applied as follows:

(1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;

(2) Next, we will be reimbursed to the extent of our actual payment; and

(3) Lastly, any amounts left after meeting the obligations outlined in **(1)** and **(2)** above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Includes copyrighted material of ISO Properties, Inc., with its permission.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

14. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

a. If you are:

(1) An individual, you and your spouse are "authorized representatives".

(2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".

(3) A limited liability company, your members and your managers are "authorized representatives".

(4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".

(5) A trust, your trustees are "authorized representatives".

b. Your "employees" assigned to manage your insurance program, or assigned to give or receive notice of an "occurrence", claim or "suit" are also "authorized representatives".

3. "Auto" means:

a. Any land motor vehicle, trailer or semitrailer designed for travel on public roads; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

"Auto" does not include "mobile equipment".

4. "Bodily injury" means bodily harm or injury**,** sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

(1) The day the policy period shown in the Declarations ends; or

(2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

6. "Coverage territory" means anywhere.

Includes copyrighted material of ISO Properties, Inc., with its permission.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

10. "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement,

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business, other than a contract or agreement pertaining to the rental or lease of any "auto", (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph **(1)** shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services,

Includes copyrighted material of ISO Properties, Inc., with its permission.

including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

(5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph **(4)**, above;

(6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet Services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;

(7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph **(6)**, above;

(8) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

(9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

Includes copyrighted material of ISO Properties, Inc., with its permission.

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in "bodily injury" or "property damage"; or

b. An offense that results in "personal and advertising injury".

All damages arising from the same accident, continuous or repeated exposure to substantially the same general harmful conditions, act or offense shall be deemed to arise from one "occurrence" regardless of:

(1) The frequency of repetition;

(2) The number or kind of media used; or

(3) The number of claimants.

17. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. Abuse of process;

d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

f. Oral or written publication, in any manner, of material that violates a person's right of privacy;

g. The use of another's advertising idea in your "advertisement";

h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

i. Discrimination, unless insurance coverage therefor is prohibited by law or statute.

18. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include, but are not limited to, substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or

b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

Includes copyrighted material of ISO Properties, Inc., with its permission.

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the site has been completed, if your contract calls for work at more than one site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to or destruction of tangible property including all resulting loss of use. All such loss of use shall be deemed to occur at the time of the physical injury or destruction that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Subsidiary" means any organization in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination, by one or more of the Named Insureds.

22. "Suit" means a civil proceeding in which money damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such money damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such money damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

23. "Temporary worker" means a person who is furnished to you to:

a. Substitute for a permanent "employee" on leave; or

b. Meet seasonal or short-term workload conditions.

24. "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of the insured's legal obligation for damages, covered by this insurance, either by adjudication or compromise. "Ultimate net loss" does not include Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments** of this Coverage Part.

25. "Underlying insurance" means the insurance listed in the Schedule of Underlying Insurance and the insurance available to the insured under all other insurance policies applicable to the "occurrence". "Underlying insurance" also includes any type of self-insurance or alternative method by which the insured arranges for funding of legal liabilities that affords coverage that this Coverage Part covers.

26. "Underlying limit" means the total of the applicable limits of all "underlying insurance" less the amount, if any, by which the applicable limit of the applicable policy listed in the Schedule of Underlying Insurance has been reduced solely by payment of loss resulting from claims which are in accordance with **SECTION I - COVERAGE**, **A. Insuring Agreement**, Paragraph **2.** of this Coverage Part.

27. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

28. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

Includes copyrighted material of ISO Properties, Inc., with its permission.

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

Includes copyrighted material of ISO Properties, Inc., with its permission.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to:

1. Any liability:

a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(1)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(2)** the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Any liability resulting from the "hazardous properties" of "nuclear material", if

a. The "nuclear material" **(1)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or **(2)** has been discharged or dispersed therefrom,

b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

c. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **c.** applies only to "property damage" to such "nuclear facility" and any property thereat.

B. SECTION V - DEFINITIONS is hereby modified to add the following definitions:

1. "Hazardous properties" include radioactive, toxic or explosive properties;

2. "Nuclear material" means "source material", "special nuclear material" or "by-product material";

3. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

5. "Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

6. "Nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", **(3)** or handling, processing or packaging "waste";

c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear materials", if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combina-

Includes copyrighted material of ISO Properties, Inc., with its permission.

tion thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

8. "Property damage" includes all forms of radioactive contamination of property.

Includes copyrighted material of ISO Properties, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):
CITY OF BILLINGS
PO BOX 1178
BILLINGS, MT 59103

Number of days notice (other than nonpayment of premium): **30**

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

City Council Regular

Date:	07/10/2023
Title:	IMPLEMENTATION AGREEMENT - PRIORITY DISPATCH
Presented by:	Derek Yeager
Department:	Fire
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Recommendation is for Council & Mayor to approve the Implementation Agreement.

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

The City/County 911 Center has used International Academy of Emergency Dispatch/Priority Dispatch software platform for almost 15 years to deliver pre-response medical care, and now recently to prioritize medical calls for resource allocation. This software offers a standardized, protocol based, procedural method for dispatchers to ask medically approved questions to determine scene circumstances, deliver instructions to victims and bystanders, and prioritize call volume to attribute the most correct resources for each response required. It is used hundreds of times each day.

This request represents the purchase, installation, qualification and training of staff to begin using the same software platform but now with both FIRE and LAW ENFORCEMENT response protocols in the same manner that we now currently use the EMS protocols.

Doing so would serve several vital purposes for the 911 Center. It would standardize training and onboarding processes for new employees while reducing the initial training expense by nearly half. It would offer one complete and inclusive platform for operators to learn as opposed to 5. It would simplify the process of committing to memory a nearly 300-page document with agency-particular response conditions and allow us to automate them in order that agency chiefs/managers get the response they want without having to rely on each individual operator to commit nearly daily changes to memory. In allowing for a reduced training/on-boarding time of new employees, this purchase also represents the ability to bolster our staffing quicker and more efficiently with new employees who contribute to the workload issues present while also freeing up our supervisor ranks to perform actual staff and center operation supervision instead of constantly (better than 75% time commitment now) training a revolving door of new employees. The training process for these protocols is automated through the testing and education software which is also included in this purchase and offers increased assurance to the City and County of having qualified to national standard personnel handling the hundreds of thousands of emergency calls experienced here each year.

STAKEHOLDERS

This change would affect the Billings Police Department, Yellowstone County Sheriff's Office, and Billings Fire Department primarily. It would also impact rural fire departments across Yellowstone County. The 911 Advisory Board is comprised of the BPD Chief and Assistant Chief, the Yellowstone County Sheriff and Undersheriff, and the Billings Fire Department Chief and Assistant Chief. The 911 Board has previously approved this change and subsequent purchase.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

We will be using 9-1-1 funds for this purchase. 911 funds are a combination of city and county monies allocated by the State as a result of charging cellular subscribers a 911 exercise tax.

SUMMARY

Staff recommendation is to approve the Implementation Agreement in the amount of $289,198.00 in year 1; and 51,700.00 in years 2, 3, 4, 5.

Attachments

Purchase Contract

PRIORITY DISPATCH SYSTEM
IMPLEMENTATION AGREEMENT

This Priority Dispatch System Implementation Agreement (the "Agreement") is made on May 3,2023 ("Effective Date") and entered by and between Medical Priority Consultants, Inc. dba Priority Dispatch Corp ("PDC"), a Utah corporation, and Billings 911 Center, MT ("Customer"). PDC and Customer are collectively referred to herein as the "Parties" or individually as a "Party."

BACKGROUND

A. Customer desires to procure and provide an effective, efficient, and comprehensive emergency Fire and Police dispatch system for its residents and transient population.
B. The Parties desire to enter into an agreement for the licensing, training, implementation, and maintenance of PDC's products and services, altogether the Fire and Police Priority Dispatch System ("F/PPDS").

The Parties agree as follows:

1. **Pricing & Payment Terms**. Pricing details for the Fire and Police Priority Dispatch System are set forth in **Attachment A**. Additional services or products may be provided upon request. The price of any additional products or services will be negotiated at the time of request. Any increase in the the quantity of products and services under this Agreement may result in an increase in Customer's pricing, including annual support fees.

2. **Statement of Work**. The Parties will work together in good faith to develop a mutually acceptable Statement of Work for the implementation of the F/PPDS. Once agreed upon, the Statement of Work shall attach to this Agreement as **Attachment B**. The Statement of Work will provide a phased approach to the implementation of the F/PPDS, designed to assist Customer with meeting the International Academies of Emergency Dispatch ("IAED") operational and performance requirements to become an Accredited Center of Excellence ("ACE").
    a. **Change in Statement of Work**. Should it become necessary to change the Statement of Work for any reason the Parties shall work together to make any necessary changes. As we work together to support your center, the scheduling we agree upon is critical. At any given time, PDC has many implementations at various stages of the implementation process and we're also conducting many emergency dispatch and software training courses monthly. We must consider all PDC clients when you make cancellations, updates, or changes to the agreed-upon dates. The cancellation/change form can be found at https://forms.zohopublic.com/ivanwhitaker/form/ImplementationCourseSoftwareTrainingorTaskChangeRe/formperma/nvPtuq7UHo5M79rHzr9tDW4UF0GxF5HNN1RG_4ukAmU

3. **License.** The use and maintenance of the F/PPDS and other PDC licensed products are set forth in the applicable End User License Agreement ("EULA").

4. **CAD Integration**. The Parties understand in the event a Computer Aided Dispatch system ("CAD") is used by Customer, any costs relating to the integration of the F/PPDS software (ProQA®) and Customer's CAD system shall be the sole responsibility of Customer. The integration of Customer's CAD system and ProQA must be inspected, tested, and certified by PDC before taking live calls.

5. **Term & Termination**. This Agreement shall remain in effect for five (5) years. After five years, the Parties shall revisit the terms of this Agreement and in good faith shall determine the relationship going forward. Notwithstanding, the Parties understand that if this Agreement is not terminated or the Parties fail to determine the relationship going forward, this Agreement shall automatically renew for subsequent terms of one year at the then current annual support prices,

and thereafter may be terminated as set forth below or by giving 90-days non renewal notice before the annual renewal date (anniversary of the date of execution). This Agreement shall remain in effect until terminated by one of the Parties.

a. **Termination after Initial Term.** Either Party may terminate this agreement by providing written notice to the other Party at least 90-days before the anniversary of the Effective Date. If written notice is not received by the non-terminating Party at least 90-days before the anniversary of the Effective Date, this Agreement will automatically renew for another year as set forth above.
b. **Termination for Cause**. Either Party may terminate this Agreement if the other Party commits any material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice of the breach.
c. **EULA**. This Agreement may be terminated for any reason set forth in the EULA.
d. **Effect of termination**. Upon termination or expiration of this Agreement, Customer shall return to PDC, within 10 days, all PDC's Confidential Information and intellectual property. In addition, all payments owed to PDC that have accrued prior to the termination or expiration of this Agreement shall be payable to PDC within thirty (30) days.

6. **Relationship of the Parties**. The Parties shall act as independent contractors in the performance of this Agreement. The employees of one Party shall not be deemed the employees of the other Party.

7. **Confidentiality**. During the course of this Agreement, it may become necessary for Customer to handle or receive PDC's Confidential Information. Customer agrees to keep all Confidential Information received from PDC confidential, and Customer may only disclose it to employees or contractors on a need-to-know basis, provided that the employee or contractor receives the Confidential Information under a written obligation of confidentiality. Confidential Information means any information, in any form or medium, disclosed by PDC to Customer, including, but not limited to, expertise, trade secrets, proprietary information and products, know-how, lists, technical specifications, processes, training materials, software programs, software documentation, price lists, marketing plans, and manuals, including all derivatives of the aforementioned. This section shall survive termination or expiration of the Agreement

8. **Intellectual Property**. Each Party acknowledges and understands that the copyrights, patents, trade secrets, trademarks, and other intellectual property, including derivates and rights thereof, belonging to a Party are and shall remain the sole and exclusive property of that Party. This section shall survive termination or expiration of the Agreement.

9. **Conflict of Interest**. During the term of this Agreement, a Party shall not accept work, enter into a contract, or accept an obligation from any third party inconsistent or incompatible with the Party's obligations under this Agreement.

10. **Survival of Terms**. Termination or expiration of this Agreement for any reason shall not release either Party from any obligations set forth in this Agreement which (i) the Parties have expressly agreed shall survive any such termination or expiration, or (ii) by their nature would be intended to be applicable following any such termination or expiration.

11. **Compliance with Laws**. In performing services or obligations hereunder, the Parties shall comply with applicable local statutes, ordinances, and regulations.

12. **Assignment**. Customer shall not assign, sell, transfer or delegate its rights and obligations under this Agreement without obtaining prior written consent of PDC.

13. **Attachments**. All Attachments are incorporated by references as if set forth in the body of the Agreement. This Agreement may not be modified or altered except in writing signed by the Parties.

14. **Severability**. If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.

15. **Dispute Resolution**. If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree first to try in good faith to settle the dispute.

16. **Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Utah, United States of America. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in Salt Lake County in the State of Utah. Each Party hereby agrees to submit to the personal jurisdiction of these courts.

17. **Notices**. Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person, email, fax or mail:

To PDC:	**To Customer**:
Priority Dispatch Corp.	Billings 911 Center, MT
110 South Regent Street, Suite 500	911 N 24th St
Salt Lake City, Utah 84111	Billings, Montana 59101-0837
Attention: Legal Department	Attention: Derek Yeager
Email: legaldepartment@prioritydispatch.net	Email: yeagerd@billingsmt.gov
Phone:800.363.9127	Phone: _____

18. **Counterparts**. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either Party may enter into this Agreement by executing a counterpart.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

PDC	**CUSTOMER**
Signature: _____	Signature: _____
Print Name: Simón Cantarero	Print Name: _____
Title: General Counsel & Corp. Secretary	Title: _____

Attachment A

SEE ATTACHED SALES QUOTE #65974

INITIAL F/PPDS IMPLEMENTATION PRICING (YEAR 1)

Fees for the initial F/PPDS implementation and training are **$289,198.00** (see attached Sales Quote **#Q-65974**). This fee covers all of the quoted implementation activities and the first year of product licensing and maintenance.

CONTINUING ANNUAL SERVICE AND SUPPORT FEES (YEAR 2-5)

The fee for the annual product licensing renewal and maintenance (Extended Service Plan - ESP) of PDC's products and services is shown below.

Year 2:	$ 51,700.00
Year 3:	$ 51,700.00
Year 4:	$ 51,700.00
Year 5:	$ 51,700.00

Annual support fees will be billed yearly upon the anniversary of the Effective Date of this Agreement.

Payment Notes:

1. Customer will be billed on an annual basis.
2. All prices in USD
3. This pricing is exclusive of any applicable tax. Any applicable taxes will be added to this amount.
4. Payment must be paid by Customer within 30-days of receiving an invoice from PDC.
5. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding.
6. If invoice is not paid within 90-days it will be in "default" and services and products provided by Priority Dispatch may be removed, suspended, or become unavailable. If there is a dispute over an invoice the "overdue" or "default" status may be delayed if there is communication towards resolution. Lack of communication for 30-days will advance the invoice to the next status (i.e. overdue to default).

QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Shawn Johnson
Phone: (800) 363-9127
Direct: (801) 746-5841
Email: shawn.johnson@prioritydispatch.net

Agency:	Billings 911 Center, MT
Agency ID#:	3577
Quote #:	Q-65974
Date:	4/4/2023
Offer Valid Through:	8/2/2023
Payment Terms	Net 30
Currency:	USD

Bill To:
Billings 911 Center, MT
Derek Yeager
P.O. Box 1178
Billings, Montana 59101-1178
United States

Ship To:
Billings 911 Center, MT
Derek Yeager
911 N 24th St
Billings, Montana 59101-0837
United States

Product	Qty	Amount
ProQA Fire/Police Software Licenses **Automated calltaking software**	12	USD 102,000.00
ProQA Fire/Police Training Software Licenses **Training, non-live calltaking software**	1	USD 4,250.00
AQUA Case Review Software for EFD/EPD **Quality Assurance (case review) software base engine and discipline module**	2	USD 10,000.00
XLerator Client Server Suite Upgrade	1	USD 2,500.00
FPDS Protocol Pilot Guide **For resource, QA/QI, and training reference.**	5	USD 995.00
PPDS Protocol Pilot Guide **For resource, QA/QI, and training reference.**	5	USD 995.00
FPDS Mobile App Field Responder Guide **Smartphone-based field reference guide for responders**	120	USD 1,200.00
PPDS Mobile App Field Responder Guide **Smartphone-based field reference guide for responders**	120	USD 1,200.00
FPDS Quality Assurance Guide - Digital **Quality Assurance Guide for training and case review only**	6	USD 270.00
PPDS Quality Assurance Guide - Digital **Quality Assurance Guide for training and case review only**	6	USD 270.00
SEND Cards for PPDS - Box of 100 **Individual S.E.N.D. cards**	2	USD 100.00
Protocol Training and Certification for EFD/EPD **Materials, tuition and certification**	30	USD 21,900.00
ED-Q Training and Certification for EMD/EPD **Materials, tuition and certification (3 days, 24 hours)**	4	USD 4,400.00
Active Assailant Course Registrations	30	USD 2,970.00

Priority Dispatch

QUOTE

Product	Qty	Amount
Protocol 41: Caller in Crisis Training Four-Hour Self-Paced Training.	30	USD 2,970.00
Remote Software Installation/Update - F/P Software installation or update completed remotely by Priority Dispatch	1	USD 500.00
Remote ProQA Software Training - FP Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment	30	USD 5,970.00
Remote AQUA Software Training Per person cost for a 6 hour course completed in a virtual, instructor-led environment	4	USD 796.00
Remote ProQA & AQUA Reports Training Per person cost for 4 hours of training on the configuration and customization options in ProQA and AQUA, completed in a virtual, instructor-led environment	4	USD 596.00
Remote System Administration Training Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment	4	USD 796.00
Academy Analytics Dashboard – Tier 2 Near-real-time, online dashboard and analytics tool for ProQA, powered by FirstWatch	1	USD 10,000.00
Carbyne Video To ProQA Installation - One-time backend setup and provisioning, virtual training, and 90 days of recorded video for playback.	1	USD 2,000.00
ProQA Video Module powered by Carbyne renewed annually - Ability for the call-taker to instantly see live video from the scene of the emergency call after the Send Point, without the need for the caller to download a dedicated smartphone app.	12	USD 14,400.00
Implementation Support Package for EFD/EPD Implementation support and quality management program development	1	USD 45,000.00
One-Time Quality Performance Review Setup Fee (SL)	1	USD 1,500.00
Equip QA for EFD Initial implementation of expert case review, quality management and mentoring for telecommunicators, QA staff and management	1	USD 12,350.00
Equip QA for EPD Initial implementation of expert case review, quality management and mentoring for telecommunicators, QA staff and management	1	USD 12,350.00
IAED Accreditation Application Fee EPD IAED fee for accreditation	1	USD 2,250.00
IAED Accreditation Application Fee EFD IAED fee for accreditation	1	USD 2,250.00
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 2 License renewal, service and support	1	USD 3,000.00
ProQA Training License ESP (B) F/P License Renewal, Service & Support	1	USD 700.00
Priority Dispatch System ESP (P) F/P System License Renewal, Service & Support	12	USD 33,600.00
Full Implementation Package Discount	1	USD -14,880.00
Purchase Year 1 TOTAL:		USD 289,198.00

Priority Dispatch

QUOTE

Product	Qty	Amount
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 2 **License renewal, service and support**	1	USD 3,000.00
ProQA Video Module powered by Carbyne renewed annually - Ability for the call-taker to instantly see live video from the scene of the emergency call after the Send Point, without the need for the caller to download a dedicated smartphone app.	12	USD 14,400.00
ProQA Training License ESP (B) F/P **License Renewal, Service & Support**	1	USD 700.00
Priority Dispatch System ESP (P) F/P **System License Renewal, Service & Support**	12	USD 33,600.00
	ESP Year 2 TOTAL:	USD 51,700.00

Product	Qty	Amount
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 2 **License renewal, service and support**	1	USD 3,000.00
ProQA Video Module powered by Carbyne renewed annually - Ability for the call-taker to instantly see live video from the scene of the emergency call after the Send Point, without the need for the caller to download a dedicated smartphone app.	12	USD 14,400.00
ProQA Training License ESP (B) F/P **License Renewal, Service & Support**	1	USD 700.00
Priority Dispatch System ESP (P) F/P **System License Renewal, Service & Support**	12	USD 33,600.00
	ESP Year 3 TOTAL:	USD 51,700.00

Product	Qty	Amount
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 2 **License renewal, service and support**	1	USD 3,000.00
ProQA Video Module powered by Carbyne renewed annually - Ability for the call-taker to instantly see live video from the scene of the emergency call after the Send Point, without the need for the caller to download a dedicated smartphone app.	12	USD 14,400.00
ProQA Training License ESP (B) F/P **License Renewal, Service & Support**	1	USD 700.00
Priority Dispatch System ESP (P) F/P **System License Renewal, Service & Support**	12	USD 33,600.00
	ESP Year 4 TOTAL:	USD 51,700.00

Product	Qty	Amount
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 2 **License renewal, service and support**	1	USD 3,000.00

Priority Dispatch

QUOTE

Product	Qty	Amount
ProQA Video Module powered by Carbyne renewed annually - Ability for the call-taker to instantly see live video from the scene of the emergency call after the Send Point, without the need for the caller to download a dedicated smartphone app.	12	USD 14,400.00
ProQA Training License ESP (B) F/P License Renewal, Service & Support	1	USD 700.00
Priority Dispatch System ESP (P) F/P System License Renewal, Service & Support	12	USD 33,600.00
	ESP Year 5 TOTAL:	USD 51,700.00

Subtotal	USD 289,198.00
Estimated Tax	
Total	USD 289,198.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: https://prioritydispatch.net/licensing/

Attachment B

STATEMENT OF WORK

STATEMENT OF WORK

PHASE	EXPLANATION OF PHASE
Initial Assessment	Implementation Pre-Planning – Conference Call
Phase 1	Organization Set-up and Quality Improvement Unit (QIU) Activities
Phase 2	Training
Phase 3	Software Installation and Configuration
Phase 4	System Implementation
Phase 5	Quality Assurance Phase: 30 days post on-line
Phase 6	Quality Improvement Phase: 90 days post on-line
Phase 7	Accreditation
Phase 8	Ongoing support

DELIVERY AND IMPLEMENTATION OF THE MPDS, PROQA, & AQUA

Delivery and Implementation of the MPDS
The purpose of this Implementation and Detailed Schedule is to provide an overview of the proper steps that will be taken to ensure the successful implementation of, and ongoing support of the MPDS. This plan will also assist your agency in meeting all the standards necessary for accreditation by the IAED as an Accredited Center of Excellence (ACE). To accomplish this, PDC will assist in implementing a self-sustaining quality improvement and risk management system that will ensure a continuous, safe and effective emergency dispatch operation both now and in the future.

Statement of Work: *Implementation of the* MPDS
INITIAL ASSESSMENT (IMPLEMENTATION PRE-PLANNING CONFERENCE CALL)
The initial step in the implementation process will be a conference call involving the communications center director and any other senior management team members deemed appropriate by the director, the involved PDC Regional Account Manager, and the PDC consultant detailed to be the Project Manager for the implementation. The purpose of the conference call will be an initial introduction of all involved parties and to set a start date for the implementation.

The next step, *through the use of our Consulting Questionnaire and Consulting Evaluation processes*, PDC Project Managers will obtain information about the communications center, key management officials and positions, the current emergency dispatch methodology, services provided, unit allocation and configuration, response times, management practices, quality improvement/assurance and risk management programs as they relate to the emergency dispatch function.

Other information obtained will include local and regional issues of concern, as well as demographic and statistical data. Information will be gathered primarily through the use of survey documents where possible. These documents should be completed and returned to the PDC Project Manager for review. PDC's assessment focus is directed towards training needs and quality improvement/assurance issues, the communication center dispatch policies, practices and procedures, and a comprehensive systems approach to emergency services dispatch evaluation. PDC may elect to perform an on-site visit to gather or help facilitate the gathering of information.

PHASE 1 Organization Set-up and Quality Improvement Unit (QIU) Activities

- Leadership/Implementation Course. PDC staff will conduct a Leadership/Implementation Course for the Center senior managers. This course is designed to be an orientation to the EMD process as it relates to national standards, management oversight responsibility, quality management processes, and the implementation process.

- Steering and MDRC meeting. PDC staff will assist in the development of the implementation process by supporting the managers of the agency.

- Combined Steering and Medical Dispatch Review Committee (MDRC) meeting. PDC staff will provide guidance and support in the creation and first meeting of the Steering and MDRC committee. PDC will provide generic policies and procedures for review and revi- sion to aid in administration of the Steering

- Committee, MDRC and Quality Improvement Unit (QIU), as well as the appropriate use of the MPDS. During this meeting, the PDC staff will also review the strategic goals and objectives of your organization in order to assist you in meeting your targets as they pertain to the Communications Center and the organization.

- Technical Evaluation. A PDC technical specialist will meet with your IT staff to lay out a plan of action, review system requirements for PDC software, discuss software options to prepare for installation, identify and verify all dispatch and training workstations, and discuss Computer-Aided Dispatch (CAD) interface parameters. Typical participants in the Technical Evaluation include system administrators, IT staff, in-house CAD staff, and dispatch center management.

PHASE 2 Training



- Project Manager training. PDC personnel will listen to the needs of and advise on the project management of the implementation. Formal project management support is available throughout the implementation process.

- Certification and Software training split into two categories. PDC will liaise with the agency to ensure a satisfactory timetable of training, at a suitable venue. Certification training will require a projector for the instructor and a classroom suitable for the number of designated trainees. IAED Certified instructors will provide training and certification courses to all calltakers, dispatchers and supervisors. Emergency Dispatch — Quality (ED-Q) instructors will provide certification training to all QA/QI personnel. A PDC software specialist will set-up, install and train all dispatch personnel on the use of the EMD ProQA software as well as ED-Q personnel in the use of AQUA case review software. Software training will require a projector as well as a training computer for each trainee in attendance. PDC will conduct an agreed upon number of training sessions over a suitable amount of days.

PHASE 3 **Software Installation and Configuration**



- ProQA, AQUA, and XLerator database management Software. PDC Software Specialist will conduct onsite installation and configuration of the appropriate software while working with local IT personnel to train in the ongoing use and maintenance of ProQA, AQUA and XLerator Software.

- CAD Interface Testing. The CAD Interface will also be tested for proper functionality.

PHASE 4 **System Implementation**

- EMD orientation to Quality Improvement Unit (QIU), Quality Manager (QM) activities and performance monitoring. PDC staff (or an appropriately qualified (EMD-Q) instructor), will provide an EMD-Q course to the designated QIU personnel. The course will facilitate the QIU understanding of quality rationale, measurement methods, and applications. Emergency Medical Dispatch-Quality (EMD-Q) training will require a projector for the instructor and a class room suitable for all EMD-Q attendees.

- Initiate use of the MPDS On-line Training. PDC staff will provide on-site supervision and on-line training of communication staff during implementation of MPDS.

PHASE 5 **Quality Assurance Phase (30 days post on-line)**



- Ongoing MDRC support. PDC staff will provide ongoing support for MDRC activities through direct attendance of separate or joint MDRC and Steering Committee meetings.

- QA Review of Agency Calls. PDC personnel will audit and review a predetermined number of calls per month (depending on call volume) via VPN or ftp. Additional calls may need to be reviewed by Agency as per IAED guidelines.

- Review and calibrate QA system data. PDC personnel will review QA reports and data to determine what revisions or adjustments may need to be made.

- Developmental support of Continuing Dispatch Education (CDE) program. PDC staff will review quality assurance data to assist communications staff in identifying possible performance issues to aid in the development of CDE topics. PDC will provide examples and curriculum outlines.

- Field orientation and distribution of Field Responder Guides (FRG) (in appropriate markets). PDC staff will provide a brief (30 minutes) tutorial on the principles of the MPDS and its impact on operations to field personnel. In addition, field personnel and administration will be provided with a description of supporting documentation and adjuncts (Field Responder Guide) that clarify the use of the protocol from a field and management perspective.

- SEND (Secondary Emergency Notification of Dispatch) Orientation (in appropriate markets). PDC will provide an orientation to the SEND card which will be issued to field personnel and to their dispatch staff. The cards are required by non-EMS personnel to provide a minimum amount of information to ensure an appropriate EMS response. Field personnel will be provided with a brief tutorial CD.

- Public education. PDC staff will assist in the development of a public education program to ensure that the implementation of the program is perceived as an enhancement to the system rather than an effort to ration or deny service. PDC staff will be available for media activities.

- Ongoing master case review of the QIU case reviewers and recommendations for performance improvement. PDC staff will provide regular reviews of QIU case reviewer performance to ensure compliance scoring and reporting is consistent with IAED Accreditation requirements.

PHASE 6 **Quality Improvement Phase (90 days post on-line)**

- Response configuration modification support. PDC staff will assist the system Medical Director in making changes to response configurations after compliance to protocol has reached appropriate levels.

- System impact evaluation. Once changes to response configurations and modes have been implemented for two months, PDC staff, working with management and the communication staff, will provide an interim assessment regarding the impact of these changes on system performance. Further adjustments will be made as necessary.

- Supplemental Visit (1-day increment). In the event 90% compliance has not been reached at the 90-day post on-line date, PDC will conduct a visit to troubleshoot and assist in the development of an appropriate action plan. Within an agreed upon amount of time following this visit, a supplemental visit will occur to verify that the 90% compliance has been met and the organization is on target for accreditation.

PHASE 7 **Accreditation**

- Master review of case review processes prior to accreditation. PDC staff will provide ongoing "master case review" of QIU reviewed cases prior to accreditation. Your communications staff will be responsible for randomly selecting and submitting compliance data on three percent of the calls received and processed by the communications center.

- Accreditation submission support. PDC will provide assistance to your communications staff in the preparation and submission of their Accreditation application and attending documentation.

For more information, see "Accreditation of Excellence" and "20 Points of Accreditation Excellence" located in Tabs 4.5 and 4.5.

PHASE 8 **Ongoing support**

- IT, Consulting and or CDE onsite days. PDC will provide ongoing days onsite (number of days to be determined) annually for any applicable protocol refresher, software, consulting, Continuing education requirements as per the client to maintain high MPDS protocol performance and compliance.



City Council Regular

Date:	07/10/2023
Title:	New City Hall Design Services Contract Amendment No 2
Presented by:	John Caterino, Facilities Manager
Department:	City Hall Administration
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve an Amendment to the prime contract for design services of New City Hall with Johnson, Laffen, and Galloway Architects (JLG) to include electrical fault study, electrical engineering services, and architectural coordination.

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

JLG will contract with Cushing Terrell to conduct a full building electrical fault study.

Scope of work will include
- Short circuit study to evaluate the amount of fault current at each piece of electrical gear. The findings will be compared to gear fault ratings to ensure they are adequate.
- Coordination study to evaluate breaker and fuse settings/sizes and make recommendations according to findings. The recommendations that come from this study will help to minimize faults if they do happen.
- Arc flash study to evaluate potential of arc flash at each piece of electrical gear. After testing each piece of equipment will be labeled with arc flash sticker indicating level of arc flash potential.

This increased electrical scope will not impact the construction schedule.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

The cost increase of the Amendment is $53,520.00 and will be funded by the Stillwater Construction account.

Attachments

JLG Amendment Number 002

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*	**AGREEMENT INFORMATION:**	**AMENDMENT INFORMATION:**
21379 – Billings New City Hall Remodel	Date: December 30,2021	Amendment Number: 002 Date: June 7, 2023

OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*
City of Billings PO Box 1178 Billings, MT 59103	Johnson Laffen, and Galloway Architects 416 E. Main Ave. Bismarck, ND 58501

The Owner and Architect amend the Agreement as follows:

Electrical Fault Study: $18,000
Electrical Engineering Services: Full building Generator backup: $30,000
Architectural Coordination: $5,250

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment: $53,250.00

Schedule Adjustment: None

SIGNATURES:

Johnson Laffen, and Galloway Architects	City of Billings
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Jennifer Burke Jackson, AIA, Principal	William A. Cole, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE	**DATE**

AIA Document G802 – 2017. Copyright © 2000, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:43:06 ET on 06/20/2023 under Order No.4104237673 which expires on 11/13/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA46)

City Council Regular

Date:	07/10/2023
Title:	W.O. 21-42, SBURA Gravel Streets, Contract Amendment #3
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	W.O. 21-42

RECOMMENDATION

Staff recommends that Council approved Contract Amendment #3 with Sanderson Stewart for W.O. 21-42, SBURA Gravel Streets in the amount of $249,800.

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

On August 23, 2021, Council awarded a consultant agreement with Sanderson Stewart to provide design and partial construction contract administration services for Phase I and Phase II gravel and non-maintainable streets within the SBURA District boundary. Since that time, construction and construction administration services have been completed on the construction projects that installed Phase I improvements to Vaughn Lane, Mitchell Avenue and Hillview Lane. This contract amendment will provide construction contract administration services for the W.O. 23-26, SBURA Gravel Streets, Phase II project that will install construction improvements to Morgan Avenue, Ryan Avenue and Stephens Lane adjacent to Optimist Park.

STAKEHOLDERS

The South Billings Urban Renewal Association is a partner in this project. The SBURA consultant coordinator and Board have been updated regularly on this project.

ALTERNATIVES

City Council may:

- Approve Contract Amendment #3 with Sanderson Stewart in the amount of $249,800; or,
- Not approve Contract Amendment #3 with Sanderson Stewart. If not approved, the City would have to find another method to provide contract administration services for this project.

FISCAL EFFECTS

Work for W.O. 21-42, SBURA Gravel Streets, Contract Amendment #3, was budgeted in FY24 using South Tax Increment Financing District (TIFD) Funds. Adequate funds are available for this amendment.

Attachments

W.O. 21-42, Contract Amendment #3

AMENDMENT #3 TO
CONTRACT FOR SERVICES
For

W.O. 21-42 – SBURA Gravel Street Improvements

Between:

THE CITY OF BILLINGS
P.O. BOX 1178
Billings, Montana 59103,
hereinafter designated the **CITY**

and

Sanderson Stewart
hereinafter designated the **CONTRACTOR**

This will constitute an Amendment to the Contract for Services entered into by the above parties on September 28, 2021, to provide:

Additional construction phase services (detailed scope of work described below) for the W.O. 21-42, SBURA Gravel Street Improvements project.

This signed Amendment, dated _____, will serve to amend the existing Contract as follows:

1. **SCOPE OF CONSULTANT'S SERVICES:** The scope of the work has been amended to add the services and fees outlined below.

The purpose of this amendment is to account for construction staking, inspection, materials testing, and construction contract administration associated with ongoing construction work for the SBURA Gravel Street Improvements project. The work planned for the 2024 fiscal year is to include completion of improvements for Morgan Avenue and Ryan Avenue between Hallowell Lane and Jackson Street, reconstruction of the Vaughn Lane/Jackson Street intersection to improve drainage, and the extension of Stephens Lane along the west side of Optimist Park from Ryan Avenue to Mitchell Avenue.

The fees for this contract, including previous amendments, and the proposed Amendment #3 are as follows:

Original TOTAL CONTRACT	$637,100.00
Amendment #1	$71,485.00
Amendment #2	$51,955.00
Amendment #3	**$249,800.00**
New TOTAL CONTRACT	**$1,010,340.00**

Additionally, Section 3.C of the original Contract for Services specifies that the contract is set to expire on December 31, 2023. Through this amendment, Section 3.C shall be amended to read as follows:

This Contract shall terminate at midnight on December 31, 2025.

All terms of the original contract not specifically modified in this or previous amendments shall remain unchanged.

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

CITY OF BILLINGS, MONTANA

By_____
William A. Cole,
Mayor – City of Billings

_____
CONTRACTOR (Print Name Above)

By_____

Print Name _____

Print Title_____

City Council Regular

Date:	07/10/2023
Title:	Amendment No. 10 with Morrison-Maierle, Inc. for the Engineering and Architectural Services Associated with the MET Transit Metroplex Expansion/Interior Remodel Project
Presented by:	Rusty Logan
Department:	Transit
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve Amendment 10 with Morrison-Maierle, Inc. for the engineering services associated with the MET Transit Metroplex Expansion/Interior Remodel project for the amount of $409,000.

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

On May 05, 2022, the City Council approved a five-year contract with Morrison-Maierle, Inc. to provide all civil engineering services for the Aviation and Transit Department, including project designs, surveys, drawings, and construction administration in accordance with the project requirements of the Federal Aviation Administration and the Federal Transit Administration. The five-year contract is amended each time a project is undertaken. Amendment 10 for $409,000 will provide survey, design, specifications, bidding process, and construction management for the Metroplex Expansion/Interior Remodel project; this project consists of refurbishment of facility items in need of repair, the remodel of office space with the addition of a large conference room to the MET Transit administrative area, and electrical system updates. The office and conference room updates will allow for centralization of MET Transit daily operations, as well as provide dedicated classroom space to further support the requirements of the Entry Level Driver Training and Public Transit Agency Safety Plan regulations. Electrical updates will include enhanced systems to support installation of two large electric vehicle charging stations in support of the heavy duty electric buses scheduled to be delivered in late 2024. Facility repair items primarily include refurbishment, repair, and removal of facility skylights. Through this project, MET Transit will extend the useful life of its 40+ year old primary facility, ensuring continued usability into the future by not only improving current functionality in accordance with required Federal programs, but also adding additional space to be utilized for future expansion and technology opportunities. The project will include pre-design and development, schematic design, construction documents, bidding and permitting, and construction administration with the design portions, including architectural, structural, mechanical, electrical, plumbing, fire alarm, site work, and low voltage services.

The scope of work and associated fees for these services have been reviewed by HDR Inc. engineering/architectural personnel and negotiated by City staff to ensure proposed rates are fair and reasonable. HDR was contacted to perform the secondary review, providing staff with an estimated fee schedule to ensure fees proposed by Morrison-Maierle are within expected ranges.

ALTERNATIVES

City Council may:

- Approve Amendment 10 with Morrison-Maierle for the final design and construction management of the MET Transit Metroplex Expansion/Interior Remodel project; or
- Not Approve Amendment 10 with Morrison-Maierle and delay the project.

FISCAL EFFECTS

The total cost of Amendment 10 with Morrison-Maierle for engineering services for the MET Transit Metroplex Expansion/Interior Remodel project is $409,000. This project will be funded using Federal Transit Administration grant funds at 80% Federal ($327,000) and 20% local ($82,000). This project is included in the City of Billings CIP within the Aviation and Transit Department and local funds are available in MET Transit's capital account.

Attachments

MM - Amendment 10

AMENDMENT NO. TEN (10)
TO
AGREEMENT FOR ENGINEERING SERVICES
CITY OF BILLINGS AVIATION AND TRANSIT DEPARTMENT

DATED May 5, 2022

This AMENDMENT, made and entered into on _____ by and between the following:

City of Billings, Montana, a Municipal Corporation, PO Box 1178
Billings, Montana 59103, hereinafter designated the OWNER

and

Morrison-Maierle, Inc., 315 N. 25th Street, Suite 102, Billings, Montana 59101,
a private Montana Corporation, hereinafter designated as the ENGINEER

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER have entered into an Agreement for Professional Engineering service contract dated **May 5, 2022**, and;

WHEREAS, the OWNER has a need for additional engineering services, and;

WHEREAS, the ENGINEER represents that he/she is qualified to perform such services, is in compliance with the Montana Statutes relating to the registration of professional engineers and is willing to furnish such services to the OWNER;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the parties hereto agree to amend the **May 5, 2022** Agreement, corresponding amendments to this Agreement, and all related exhibits as follows:

ARTICLE I – SCOPE OF SERVICES

The general scope of work for the MET Transit Remodel project is to prepare plans and specifications, and to provide bidding and construction phase services for an office remodel at the Monad Transit Center.

Section A2 - SERVICES OF ENGINEER

A2.01

Design and Construction Administration of Projects

- Phase I Programming and Pre-Design Activities for the Project (Master Agreement Section 2.01 B.)
- Phase II Preliminary Design Engineering for the Project (Master Agreement Section 2.01 B.)
- Phase III Final Design Engineering for the Project (Master Agreement Section 2.01 B.)
- Phase IV Assistance in the Bidding Process (Master Agreement Section 2.01 B.)
- Phase V Construction Phase Services including Resident Project Representative (Master Agreement Section 2.01 B.)
- Phase VI Project Closeout (Master Agreement Section 2.01 B.) – Not applicable

A2.02 Basic Services

The ENGINEER agrees to provide professional design and construction phase engineering services in connection with the Project as set forth below:

Project Services to include architectural, structural, mechanical, electrical, plumbing, fire alarm, site civil, low voltage/IT. Project Phases for each service include Pre-Design, Schematic Design, Design Development, Construction Documents, Bidding and Permitting, and Construction Administration.

The Construction type is an existing building with new construction anticipated to be construction type II-B, with a B occupancy. The existing remodel will be a comprehensive remodel of existing interior office areas (4,800 square feet (sf)) with the replacement or correction of leaking skylights in the office area and apparatus bays, new interior office spaces, mechanical bay office remodel, and modification of existing interior bay walls to include space for two (2) EV charging stations. The new construction will include a conference room, restrooms, and storage space (1,400 sf). Services are further described below.

Interior Remodel
This portion of the project consists of a remodel to the administrative and dispatch areas. Current dispatch is to be relocated to an area currently utilized as individual offices. The area vacated by dispatch is to be converted into administrative support and offices. Current secure entry door locations are slated to be relocated. This internal rework will also require the revised spaces for copy areas, new office space, and better workflow for operations. Significant work to existing electrical distribution system is anticipated for the EV charging stations. The scope of existing mechanical infrastructure is anticipated to be limited to a new distribution system to align with new interior layout and skylight updates.

Building Addition
This portion of the project consists of a building addition to house a large conference room able to accommodate roughly 20 occupants plus restroom and storage spaces. The new addition will result in the relocation/rework of the existing secure entry to the building. The addition will also serve as space that the department could utilize in the future as staffing needs grow. The new addition is estimated to be 1,400 sf at this time but could grow to as much as 3,000 sf depending on projected future needs during Schematic Design Programming.

Leaking Skylights
A large existing curved/segmented skylight spans the building from east to west, across all mechanical bays and office areas. The skylight is segmented and assumed to be leaking from each horizontal joint. The desire of this portion of the project is to eliminate the leaking skylight by; A) removing it from the mechanical bay area completely and providing a new roofed element in the existing location, and B) replace the skylight over the office area with a more vertical lazed clear-story type construction and roof element.

Mechanical Bay Remodel Area
This portion of the project consists of utilizing the existing break room as an office space and creating a second office space in the existing parts room by reworking the existing space and relocating a wall. This will likely entail an analysis of the existing exiting paths from the space and providing new building exit routes utilizing the existing exit doors, while adding new office space and reconfigured parts storage as desired.

EV Charging Stations
This portion of the project includes installing two (2) EV charging stations that will charge 4 buses. The electrical infrastructure for this project will include a new utility transformer with a new pad mounted current transformer cabinet and meter. A new exterior switchboard cabinet that will have two new breakers inside, new conduit and power run into the mechanical bay area for the 4 electric buses.

Notes:
• Building is served throughout by fire sprinklers and additional fire sprinklers will be added in this design.
• There is no fire alarm present in the building as observed and discussed. This is not part of the design. If the City of Billings planning department requires a modification to add a new fire alarm to the office building, a future amendment would add the design, bidding, and CA for this work.

Section A3 – Owner's Responsibility

The provisions of **Section 3 Owner's Responsibilities** from the Master Agreement are hereby incorporated by reference.

The following Owner's responsibilities related directly to this project are added to this Task Amendment:
No additional Changes added to this section.

Section A4 - Times for Rendering Services

Phase	Completion Date
Phase I – Programming and Pre-Design Activities	August 2023
Phase II – Preliminary Design	October 2023
Phase III –Final Design Engineering	December 2023
Phase IV – Bidding Assistance	January 2024
Phase V - Construction Phase Services	Spring 2024
Phase VI – Project Closeout Services	Not applicable

Section A5 - Payments to ENGINEER

A5.01 Effective Rates for this Task Amendment

A. The approved federal overhead rate in effect on the date of this Amendment is 218.33 %.
B. Per Diem, Subsistence and Transportation rate shall be as set forth in the Federal Travel Regulations.

A5.02. Summary of Total Compensation

The total compensation for services identified under this Amendment is estimated to be $ 409,000.00 based on the following assumed distribution:

Phase	Method of Payment		Compensation
Phase I – Programming & Pre-Design Activities	**Lump Sum**		**$ 20,000**
Phase II – Preliminary Design Services	**Lump Sum**		**$ 100,000**
Phase III – Final Design Services	**Lump Sum**		**$ 176,720**
Phase IV – Assistance in the Bidding Process	Cost Plus Fixed Fee		
	Direct Labor, Payroll & Overhead	$10,000	
	Reimbursable Expenses	$200	
	Subconsultant Costs	$9,805	
	Estimated Total Cost	$20,005	
	Fixed Fee	$1,500	
	Total Estimated Compensation		**$ 21,505**
Phase V - Construction Phase Services	Cost Plus Fixed Fee		
	Direct Labor, Payroll & Overhead	$35,000.00	
	Reimbursable Expenses	$1,500.00	
	Subconsultant Costs	$49,025.00	
	Estimated Total Cost	$85,525	
	Fixed Fee	$5,250	
	Total Estimated Compensation		**$ 90,775**
Phase VI – Project Closeout Services	**Lump Sum - NA**		**$**
TOTAL COMPENSATION THIS AMENDMENT			**$ 409,000**

Section A6 - CONSULTANTS:

Collaborative Design Architects - Architecture

Section A7- OTHER MODIFICATIONS TO MASTER AGREEMENT:

None

Section A8 - ATTACHMENTS:

A. Exhibit A – Total Amendments to Date

Section A9 - APPROVAL AND ACCEPTANCE:

A9.01 Approval and Acceptance of this Amendment, including the attachments listed above, shall incorporate this document as part of the Master Agreement. Engineer is authorized to begin performance of Programming and Pre-Design Activities on the Project on June 15, 2023 , which date is confirmed upon receipt of a copy of this Amendment signed by **Owner**.

The Effective Date of this Amendment is as written above.

IN WITNESS WHEREOF, the parties hereto have made and executed the Amendment TEN (10) on

_____.

CONSULTANT

Morrison-Maierle, Inc.

BY: Jill A. Cook

DATE: 6/2/2023

OWNER

City of Billings

BY: _____

DATE: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

Exhibit A

Summary of Agreements for Professional Engineering Services					
Description			**Labor & Expenses**	**Fixed Fee**	**Total**
Amendment No. 1	FY 23 On Call				
PHASE I - DESIGN		TABLE 1A	*$24,999*		$24,999
PHASE II - CONSTRUCTION		TABLE 2A			$0
TOTAL Amendment No. 1			***$24,999***	***$0***	***$24,999***
Amendment No. 2	Carpet Replacement				
PHASE I - DESIGN		TABLE 1A	*$9,792*		$9,792
PHASE II - CONSTRUCTION		TABLE 2A	*$2,047*	*$299*	$2,346
TOTAL Amendment No. 2			***$11,839***	***$299***	***$12,138***
Amendment No. 3	Baggage Claim Restroom Remodel				
PHASE I - DESIGN		TABLE 1A	*$29,627*		$29,627
PHASE II - CONSTRUCTION		TABLE 2A	*$14,810*	*$1,073*	$15,883
TOTAL Amendment No. 3			***$44,437***	***$1,073***	***$45,510***
Amendment No. 4	Steam Boiler Replacement Project				
PHASE I - DESIGN		TABLE 1A	*$9,561*		$9,561
PHASE II - CONSTRUCTION		TABLE 2A	*$2,837*	*$416*	$3,253
TOTAL Amendment No. 4			***$12,398***	***$416***	***$12,814***
Amendment No. 5	Mid-Field Service Road				
PHASE I - DESIGN		TABLE 1A	*$54,709*		$54,709
PHASE II - CONSTRUCTION		TABLE 2A	*$65,006*	*$8,841*	$73,847
TOTAL Amendment No. 5			***$119,715***	***$8,841***	***$128,556***
Amendment No.6	Commerical Apron - Schedule 4				
PHASE I - DESIGN		TABLE 1A	*$67,332*		$67,332
PHASE II - CONSTRUCTION		TABLE 2A	*$143,015*	*$19,070*	$162,085
TOTAL Amendment No.6			***$210,347***	***$19,070***	***$229,417***
Amendment No. 7	MET Transit OnCall				
PHASE I - DESIGN		TABLE 1A	*$24,999*		$24,999
PHASE II - CONSTRUCTION		TABLE 2A			
TOTAL Amendment No. 7			***$24,999***	***$0***	***$24,999***
Amendment No. 8	Passenger Facility Charge (PFC) Application Assistance				
PHASE I - DESIGN		TABLE 1A	*$12,168*		$12,168
PHASE II - CONSTRUCTION		TABLE 2A			
TOTAL Amendment No. 8			***$12,168***	***$0***	***$12,168***
Amendment No. 9	Terminal Patch and Paint				
PHASE I - DESIGN		TABLE 1A	*$9,126*		$9,126
PHASE II - CONSTRUCTION		TABLE 2A	*$3,362*	*$504*	$3,866
TOTAL Amendment No. 9			***$12,488***	***$504***	***$12,992***

Summary of Agreements for Professional Engineering Services (Cont.)				
Description		**Labor & Expenses**	**Fixed Fee**	**Total**
Amendment No. 10 MET Terminal Remodel				
PHASE I - DESIGN	TABLE 1A	*$296,720*		$296,720
PHASE II - CONSTRUCTION	TABLE 2A	*$105,530*	*$6,750*	$112,280
TOTAL Amendment No. 10		***$402,250***	***$6,750***	***$409,000***

City Council Regular

Date:	07/10/2023
Title:	Memorandums of Understanding for Career Center and Billings Central High, High School and Middle School Resource Officers (SROs)
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff Recommends that the City Council approve the SRO Program Memorandum of Understanding with Billings Public Schools and Billings Catholic Schools.

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

The City of Billings, Billings Public Schools, and more recently, Billings Catholic Schools, have enjoyed a 28-year history with the School Resource Officer (SRO) program. The attached Memorandum of Understanding's (MOU's) make provisions for program objectives, guidelines, financial consideration and for terminating the agreements. The MOUs are for the period of July 1, 2023 to June 30, 2024. The SRO Program is a collaborative effort by certified law enforcement officers, educators, students, parents, and the community, to offer a liaison program in the schools to reduce crime, drug abuse, violence, and provide a safe school environment. The program also provides networking, public relations, and relationship building among the City, Police Department, the School District, and community. The City Council is being asked to approve two separate MOUs. One combined Billings Catholic Schools (BCS) and Billings School District 2 (BSD2) for a shared (1) SRO, and the second with BSD2 for seven (7) SRO's. The total amount would be $399,074.

ALTERNATIVES

City Council may:

- Approve the MOUs for the SRO Program; or,
- Not Approve the MOUs for the SRO Program. If not approved, City would have to absorb $399,074 currently paid by PSD2 and BCS and/or modify or eliminate the program.

FISCAL EFFECTS

The approximate total cost for the SRO positions is $696,000. Billings Public Schools and Billings Catholic Schools will make a payment of $399,074 (58%) to help offset salary and benefit costs for the eight officers.

Attachments

Agreement Middle Schools, High Schools
Agreement Career Center, Billings Catholic Schools

MEMORANDUM OF UNDERSTANDING

SCHOOL RESOURCE OFFICER PROGRAM

ELEMENTARY SCHOOLS, MIDDLE SCHOOLS & HIGH SCHOOLS

CITY OF BILLINGS POLICE DEPARTMENT
BILLINGS PUBLIC SCHOOLS

This Memorandum of Understanding (MOU) is made this _____ day of _____, 2023, by and between the Billings Public Schools and the City of Billings Police Department. We do hereby agree that it is mutually beneficial to all parties for Billings Police Officers to be assigned as School Resource Officers (”SROs”) to elementary schools, middle schools and high schools within the City of Billings. **The Billings Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth.**

The parties recognize that the School Resource Officer Program has enjoyed a Twenty-eight (28) year history within the City of Billings beginning with a limited pilot project at Billings West High School implemented by the West End Community Oriented Policing team, and has enjoyed an excellent relationship with the schools. The purpose of this document is to facilitate a clear understanding of each party’s roles, duties, and responsibilities. This MOU is intended to provide clarification of expectations, to minimize confusion, and to provide for consistency between officers, school administration, and city officials. The parties recognize that this MOU must be a living document to allow for program evolution and provide for variances, needs, and future changes.

MISSION STATEMENT - BILLINGS POLICE DEPARTMENT

The Billings Police Department is committed to improving the quality of life through a customer service, problem solving partnership with the community.

MISSION STATEMENT – BILLINGS PUBLIC SCHOOLS

Billings Public Schools Community strives to inspire, educate and empower students to be responsible and innovative global citizens who achieve their full potential.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

PROGRAM OBJECTIVES

1. Friendly contact between the Police Department and the City's youth. Provide students, faculty and staff, and families the opportunity to meet and interact with a police officer in a non-confrontational setting. Many people, especially our young people, do not often get the chance to learn about who the officers are "behind the badge". This program provides the opportunity for the officer to serve as a role model as well as a resource and a mentor to students.

2. Assistance and information-sharing concerning problems and issues affecting the schools and students.

3. Education of children regarding personal rights and responsibilities, the role of laws, courts, and police in society, and other law-enforcement related topics. However, SROs shall not give legal advice to students, families, or school employees.

4. Protection from and education of children regarding alcohol and drugs, gangs, molestation, involvement with older law violators, and other harmful influences.

5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.

6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment. Increase in safety and security of the school's students, faculty, staff, and visitors.

7. Effective problem solving and liaison with neighborhoods surrounding the schools, which are affected negatively when there is poor student conduct.

SUMMARY OF SRO RESPONSIBILITIES

SROs are employees of the City of Billings Police Department and are subject to the administration, supervision, and control of the City. SROs are police officers assigned as Uniform Patrol Officers of the Operations Division of the Billings Police Department and are subject to the chain of command of the police department. SROs are not employees or agents of the School District, and no employee or agent of the School District shall be deemed an employee or agent of the City. SROs are police officers and not school teachers, school administrators, school counselors, school officials, or other school employee.

The SROs' primary responsibility is to maintain law and order in the schools and to insure that the students and faculty have a safe, secure, and drug free educational environment. As such, the SROs investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, recover stolen property, bring perpetrators to justice, and support school administration in enforcing the conduct policies of the Billings Public Schools. As law enforcement officers, SROs must comply

with the federal and state constitutions, laws, and City policies and procedures. The School District cannot be held liable or responsible for the SRO's failure to comply with these obligations.

The SRO will be responsible for carrying out his/her duties at the assigned schools.

- SRO are "non-exempt" employees covered by the federal Fair Labor Standards Act and the Montana Wage and Hour laws. Wages, benefits, and other terms and conditions of employment comply with those laws, the City employment contract, and the current collective bargaining agreements between the Montana Public Employees Association-Billings Police Unit and the City.

- SRO are governed by the rules, policies, shifts, schedules, procedures and practices of the Billings Police Department and the City of Billings, under the supervision of an assigned Sergeant.

- SRO are encouraged to be a part of student groups and school staff when requested, and to work as a team with school administration for the betterment of students and the school and neighborhood environment as a whole.

- SROs are encouraged to work extra curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. The SRO will not be used as a replacement security officer for off-duty/special duty assignments. If security is needed at special events, the School District is encouraged to employ its own security personnel or contract with a private security provider. All work outside of school hours shall be approved by the assigned Police Department Supervisor in advance and will be consistent with the federal and state wage and hour laws and the collective bargaining agreement. The cost of any overtime will be the responsibility of the City of Billings. The School District shall provide documentation to the City of Billings regarding any additional hours, if requested.

- SROs are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student unless the information cannot be released pursuant to the Montana Criminal Justice Information Act. The City and School District agree to cooperate with each other during their respective investigations.

- SROs are expected to attend all training, meetings, and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over school presence. The SROs shall strive to keep the school principal or designee informed about such absences as appropriate on a need to know basis.

- If the SRO is absent from work, the SRO shall notify the City of Billings in accordance with its usual protocols and the Principal of the school to which the SRO is assigned. If during the SRO absence an incident arises that requires police involvement, the School District shall notify the Police Department who shall provide an officer to respond to the incident.

- It is the intent of the parties that the SRO duty hours shall conform to the school day. Duty assignment in the summer months, when school is not in session, will be under the direction of the Police Operations Commander. SROs may also be required to work regular police duty assignments at other times when school is not in session, when so directed by the Police Operations Commander.

- The SROs shall coordinate closely with the school Principals on all matters and seek guidance, permission, and advice as to any actions or activities that are not law enforcement. The Principal has the primary responsibility for education and maintaining discipline at the school, and the SRO is there to assist the Principal as the Principal determines is necessary. In so doing, the SRO shall be the designee of the Principal in maintaining the safety of the physical plant of the school, which includes but is not limited to the building(s), ground(s), parking lot(s), locker(s) and other public school property. The Principal and SRO will develop a system of record-keeping by which the SRO logs and shares information that is relevant to school administration's management of the school.

- SROs will not be involved in ordinary school discipline, UNLESS it will prevent a disruption and/or situation that places someone at risk of imminent and serious harm. Disciplining students is a School District responsibility, and only when the Principal (or designee) and the SRO agree that SRO assistance is needed to maintain a safe and proper school environment will the Principal request such assistance and the SRO provide it. The SRO program is not intended to be a substitute for or relieve the school administrators of their responsibility for maintenance of discipline and good order in the schools.

- The School District shall provide training regarding school policies and procedures.

TRANSPORTING STUDENTS

SROs shall not transport students in Police Department vehicles except:

i. When the student is a victim of a crime, under arrest, or some other emergency circumstances exist; or

ii. When a student is suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent/guardian/caretaker has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly

and his or her continued presence on campus is a threat to the safety and welfare of other students or school personnel. The student's parent/guardian/caretaker will be notified of this transportation prior to it occurring; or

iii. At the request of a parent/guardian/caregiver with approval of the principal, under exigent circumstances.

Prior to transporting any student, school administration and/or the SRO must determine that the student's parent/guardian/caregiver is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

SROs shall notify school administration prior to removing a student from campus.

ACCESS TO EDUCATION RECORDS

A. School administration shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law and constitution. School administration and the SRO may share information and provide assistance to each other concerning problems and issues affecting the schools to the extent allowed by law and constitution.

B. If confidential information in a student's record is needed in an emergency to protect the health and safety of the student or other individuals, school administration may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need for the information to meet the emergency, and the extent to which time is of the essence. The SRO shall not disclose that information to anyone else except as allowed by law.

C. If the SRO requests confidential student records or information, but no emergency exists, the information may only be released to the SRO as allowed by law, constitution, and policy. Directory information, as defined by FERPA and policy, is not confidential and is available to the SROs.

INDEMNIFICATION

The School District shall provide, at its own expense, adequate liability insurance coverage. The School District shall defend, indemnify, and hold harmless the City and the SROs from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the School District, its trustees, employees, agents, or representatives.

The City of Billings shall provide, at its own expense, adequate liability insurance coverage. The City shall defend, indemnify, and hold harmless the School District, its trustees, agents, employees, representatives, and volunteers from any and all claims for loss or damage to property or injury or death to persons, arising from the negligent or

wrongful acts or omissions of the City, its Council Members, Mayor, employees (including the SROs), agents, or representatives.

SELECTION AND FINANCIAL CONSIDERATION

SROs will be selected by means of a joint selection committee, comprised of three (3) representatives from the School District who will be appointed by the Superintendent of Schools and three (3) representatives from the Billings Police Department who will be appointed by the Billings Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While the Chief of Police will duly consider the Committee's recommendations, selection of each School Resource Officer is within the sole discretion of the Chief of Police. See attached Addendum which sets forth the number of officers and the sum paid by the School District to the City of Billings for the services provided by the officers. Payment shall be made no later than three days before the start of school.

The schools will provide a private office, office furnishings, telephone, a computer, and any other necessary office supplies to the SRO for his/her use in the school. The Police Department will provide to its SROs any required police equipment, including but not limited to radios and motorized and non-motorized vehicles.

PROGRAM ASSESSMENT

SROs, School Administration for the respective middle and/or high schools, and the assigned Police Supervisor will meet at the beginning of each school year to set the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly that will be used to determine the effectiveness of the SRO program. The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly by the Billings Police Department and Billings Public Schools. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

The following topics, at a minimum, will be used to evaluate the program:

- ♦ Success of established goals and objectives.
- ♦An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- ♦Traditional police-citizen contacts (warnings, citations, arrests, FIRs, etc.).
- ♦Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ♦Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.
- ♦Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

In addition, each officer's effectiveness in the program will be evaluated at the end of each school term. School District administration, through the Superintendent or designee, will provide input into the evaluation, including information regarding and supporting any dissatisfaction. This input may include a recommendation to the Chief of Police that the officer not be assigned to that school the following year. The Chief of Police will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer and where is within the sole discretion of the Police Chief.

EFFECTIVE DATE

This Memorandum of Understanding is effective July 1, 2023, and shall remain in effect through June 30, 2024, unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by the School District, then the full balance of the amount paid will be retained by the City of Billings. If the agreement is terminated by the City of Billings, then the pro-rated balance of the amount paid will be refunded to the School District. The pro-rated balance will be based on the total number of school days for the 2023-2024 school year and the number of school days remaining after the date of termination of the agreement. All or part of the services may be terminated, with appropriate pro-ration. For example, if the City only terminates one SRO position in the middle schools, one-third of the amount paid for those services will be pro-rated and returned. Both parties will cooperate to complete any investigations and to participate in any court or disciplinary proceedings which extend beyond the termination of this agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents, waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid and return receipt requested in the registered or certified mails of the United States, addressed to the City of Billings at:

Chief of Police, Billings Police Department, City of Billings,
P. O. Box 1554, Billings, MT 59103

or to Billings Public Schools at:

Superintendent, Billings Public Schools,

Lincoln Center, 415 North 30th Street
Billings, MT 59101

Notice is deemed given upon receipt.

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

This Memorandum of Understanding expresses the entire agreement of the parties. No modification of this Agreement shall be valid or binding unless the modification is in writing, dated, and signed by both parties.

Executed this ____ day of _____, 2023.

BILLINGS PUBLIC SCHOOLS

Attest:

_____ By:_____
Clerk of the District Greg Upham, Superintendent

CITY OF BILLINGS

Attest:

_____ By:_____
City Clerk William A. Cole, Mayor

Approved as to form and content:

_____
City Attorney

_____
Attorney for Billings Public Schools

ADDENDUM

FEE STRUCTURE FOR ELEMENTARY SCHOOLS, MIDDLE SCHOOLS AND HIGH SCHOOL RESOURCE OFFICER PROGRAM

Six Middle Schools - Three Officers	$77,852
Elementary School – One Officer	$87,000
High Schools – (Skyview, Senior, West) – Three officers	$147,222
TOTAL:	$312,074

MEMORANDUM OF UNDERSTANDING

SCHOOL RESOURCE OFFICER PROGRAM

CAREER CENTER AND BILLINGS CENTRAL HIGH

CITY OF BILLINGS POLICE DEPARTMENT
BILLINGS PUBLIC SCHOOLS
BILLINGS CATHOLIC SCHOOLS

This Memorandum of Understanding (MOU) is made this _____ day of _____, 2023, by and between the Billings Public Schools ("School District") and the City of Billings Police Department ("City" or "Billings Police Department"). We do hereby agree that it is mutually beneficial to all parties for Billings Police Officers to be assigned as School Resource Officers ("SROs") to middle schools and high schools within the City of Billings. **The Billings Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth.**

The parties recognize that the School Resource Officer Program has enjoyed a Twenty-eight (28) year history within the City of Billings beginning with a limited pilot project at Billings West High School implemented by the West End Community Oriented Policing team, and has enjoyed an excellent relationship with the schools. The purpose of this document is to facilitate a clear understanding of each party's roles, duties, and responsibilities. This MOU is intended to provide clarification of expectations, to minimize confusion, and to provide for consistency between officers, school administration, and city officials. The parties recognize that this MOU must be a living document to allow for program evolution and provide for variances, needs, and future changes.

MISSION STATEMENT - BILLINGS POLICE DEPARTMENT

The Billings Police Department is committed to improving the quality of life through a customer service, problem solving partnership with the community.

MISSION STATEMENT – BILLINGS PUBLIC SCHOOLS

Billings Public Schools Community strives to inspire, educate and empower students to be responsible and innovative global citizens who achieve their full potential.

MISSION STATEMENT – BILLINGS CATHOLIC SCHOOLS

Billings Catholic Schools will provide and exceptional Catholic education emphasizing formation in faith, family spirit and academic excellence.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

PROGRAM OBJECTIVES

1. Friendly contact between the Police Department and the City's youth. Provide students, faculty and staff, and families the opportunity to meet and interact with a police officer in a non-confrontational setting. Many people, especially our young people, do not often get the chance to learn about who the officers are "behind the badge". This program provides the opportunity for the officer to serve as a role model as well as a resource and a mentor to students.

2. Assistance and information-sharing concerning problems and issues affecting the schools and students.

3. Education of children regarding personal rights and responsibilities, the role of laws, courts, and police in society, and other law-enforcement related topics. However, SROs shall not give legal advice to students, families, or school employees.

4. Protection from and education of children regarding alcohol and drugs, gangs, molestation, involvement with older law violators, and other harmful influences.

5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.

6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment. Increase in safety and security of the school's students, faculty, staff, and visitors.

7. Effective problem solving and liaison with neighborhoods surrounding the schools, which are affected negatively when there is poor student conduct.

SUMMARY OF SRO RESPONSIBILITIES

SROs are employees of the City of Billings Police Department and are subject to the administration, supervision, and control of the City. SROs are police officers assigned as Uniform Patrol Officers of the Operations Division of the Billings Police Department and are subject to the chain of command of the police department. SROs are not employees or agents of the School District, and no employee or agent of the School District shall be deemed an employee or agent of the City. SROs are police officers and not school teachers, school administrators, school counselors, school officials, or other school employee.

The SROs' primary responsibility is to maintain law and order in the schools and to insure that the students and faculty have a safe, secure, and drug free educational environment. As such, the SROs investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, recover stolen property, bring perpetrators to justice, and support school administration in enforcing the conduct policies of the Billings Public Schools. As law enforcement officers, SROs must comply

with the federal and state constitutions, laws, and City policies and procedures. The School District cannot be held liable or responsible for the SRO's failure to comply with these obligations.

The SRO will be responsible for carrying out his/her duties at the assigned schools.

- SRO are "non-exempt" employees covered by the federal Fair Labor Standards Act and the Montana Wage and Hour laws. Wages, benefits, and other terms and conditions of employment comply with those laws, the City employment contract, and the current collective bargaining agreements between the Montana Public Employees Association-Billings Police Unit and the City.

- SRO are governed by the rules, policies, shifts, schedules, procedures and practices of the Billings Police Department and the City of Billings, under the supervision of an assigned Sergeant.

- SRO are encouraged to be a part of student groups and school staff when requested, and to work as a team with school administration for the betterment of students and the school and neighborhood environment as a whole.

- SROs are encouraged to work extra curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. The SRO will not be used as a replacement security officer for off-duty/special duty assignments. If security is needed at special events, the School District is encouraged to employ its own security personnel or contract with a private security provider. All work outside of school hours shall be approved by the assigned Police Department Supervisor in advance and will be consistent with the federal and state wage and hour laws and the collective bargaining agreement. The cost of any overtime will be the responsibility of the City of Billings. The School District shall provide documentation to the City of Billings regarding any additional hours, if requested.

- SROs are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student unless the information cannot be released pursuant to the Montana Criminal Justice Information Act. The City and School District agree to cooperate with each other during their respective investigations.

- SROs are expected to attend all training, meetings, and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over school presence. The SROs shall strive to keep the school principal or designee informed about such absences as appropriate on a need to know basis.

- If the SRO is absent from work, the SRO shall notify the City of Billings in accordance with its usual protocols and the Principal of the school to which the SRO is assigned. If during the SRO absence an incident arises that requires police involvement, the School District shall notify the Police Department who shall provide an officer to respond to the incident.

- It is the intent of the parties that the SRO duty hours shall conform to the school day. Duty assignment in the summer months, when school is not in session, will be under the direction of the Police Operations Commander. SROs may also be required to work regular police duty assignments at other times when school is not in session, when so directed by the Police Operations Commander.

- The SROs shall coordinate closely with the school Principals on all matters and seek guidance, permission, and advice as to any actions or activities that are not law enforcement. The Principal has the primary responsibility for education and maintaining discipline at the school, and the SRO is there to assist the Principal as the Principal determines is necessary. In so doing, the SRO shall be the designee of the Principal in maintaining the safety of the physical plant of the school, which includes but is not limited to the building(s), ground(s), parking lot(s), locker(s) and other public school property. The Principal and SRO will develop a system of record-keeping by which the SRO logs and shares information that is relevant to school administration's management of the school.

- SROs will not be involved in ordinary school discipline, UNLESS it will prevent a disruption and/or situation that places someone at risk of imminent and serious harm. Disciplining students is a School District responsibility, and only when the Principal (or designee) and the SRO agree that SRO assistance is needed to maintain a safe and proper school environment will the Principal request such assistance and the SRO provide it. The SRO program is not intended to be a substitute for or relieve the school administrators of their responsibility for maintenance of discipline and good order in the schools.

- The School District shall provide training regarding school policies and procedures.

TRANSPORTING STUDENTS

SROs shall not transport students in Police Department vehicles except:

i. When the student is a victim of a crime, under arrest, or some other emergency circumstances exist; or

ii. When a student is suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent/guardian/caretaker has refused or is unable to

pick up the child within a reasonable time period and the student is disruptive/disorderly and his or her continued presence on campus is a threat to the safety and welfare of other students or school personnel. The student's parent/guardian/caretaker will be notified of this transportation prior to it occurring; or

iii. At the request of a parent/guardian/caregiver with approval of the principal, under exigent circumstances.

Prior to transporting any student, school administration and/or the SRO must determine that the student's parent/guardian/caregiver is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

SROs shall notify school administration prior to removing a student from campus.

ACCESS TO EDUCATION RECORDS

A. School administration shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law and constitution. School administration and the SRO may share information and provide assistance to each other concerning problems and issues affecting the schools to the extent allowed by law and constitution.

B. If confidential information in a student's record is needed in an emergency to protect the health and safety of the student or other individuals, school administration may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need for the information to meet the emergency, and the extent to which time is of the essence. The SRO shall not disclose that information to anyone else except as allowed by law.

C. If the SRO requests confidential student records or information, but no emergency exists, the information may only be released to the SRO as allowed by law, constitution, and policy. Directory information, as defined by FERPA and policy, is not confidential and is available to the SROs.

INDEMNIFICATION

The School District shall provide, at its own expense, adequate liability insurance coverage. The School District shall defend, indemnify, and hold harmless the City and the SROs from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the School District, its trustees, employees, agents, or representatives.

The City of Billings shall provide, at its own expense, adequate liability insurance coverage. The City shall defend, indemnify, and hold harmless the School District, its trustees, agents, employees, representatives, and volunteers from any and all claims for

loss or damage to property or injury or death to persons, arising from the negligent or wrongful acts or omissions of the City, its Council Members, Mayor, employees (including the SROs), agents, or representatives.

SELECTION AND FINANCIAL CONSIDERATION

One (1) officer will be selected by means of a joint selection committee, comprised of three (3) representatives from the School District who will be appointed by the Superintendent of Schools and the President of the Billings Catholic Schools, and three (3) representatives from the Billings Police Department who will be appointed by the Billings Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While the Chief of Police will duly consider the Committee's recommendations, selection of each School Resource Officer is within the sole discretion of the Chief of Police. In return for services provided by the officer, the School District will pay to the City of Billings the sum of eighty-seven thousand dollars ($87,000) to cover the salary and benefits for an entry level officer for 12 months. Payment shall be made no later than three days before the start of school.

Both schools will provide a private office, office furnishings, telephone, a computer, and any other necessary office supplies to the SRO for his/her use in the school. The School District (Career Center) will also provide reimbursement for any required police equipment, including radios and a motorized vehicle to the SRO needed for completion of duties. The Police Department will provide to its SROs any required police equipment, including but not limited to radios and motorized and non-motorized vehicles.

PARTNERSHIP WITH BILLINGS CATHOLIC SCHOOLS

The parties agree that twenty (20) percent of the Career Center SRO time will be used to provide services to Billings Catholic Schools. The parties further agree that BCS will reimburse the School District for twenty (20) percent of all costs incurred under this agreement. Reimbursement will be made by BCS to the School District within thirty (30) days of the date of the School District's payment. The School District is responsible for assessing BCS for its share of the SRO and related costs under this agreement.

PROGRAM ASSESSMENT

SROs, School Administration for the respective middle and/or high schools, and the assigned Police Supervisor will meet at the beginning of each school year to set the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly that will be used to determine the effectiveness of the SRO program. The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly by the Billings Police Department and Billings Public Schools. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

The following topics, at a minimum, will be used to evaluate the program:

- ♦ Success of established goals and objectives.
- ♦An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- ♦Traditional police-citizen contacts (warnings, citations, arrests, FIRs, etc.).
- ♦Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ♦Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.
- ♦Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

In addition, each officer's effectiveness in the program will be evaluated at the end of each school term. School District administration, through the Superintendent or designee, will provide input into the evaluation, including information regarding and supporting any dissatisfaction. This input may include a recommendation to the Chief of Police that the officer not be assigned to that school the following year. The Chief of Police will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer and where is within the sole discretion of the Police Chief.

EFFECTIVE DATE

This Memorandum of Understanding is effective July 1, 2023 and shall remain in effect through June 30, 2024, unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by the School District, then the full balance of the amount paid will be retained by the City of Billings. If the agreement is terminated by the City of Billings, then the pro-rated balance of the amount paid will be refunded to the School District who will reimburse Billings Catholic Schools with its portion. The pro-rated balance will be based on the total number of school days for the 2023-2024 school year and the number of school days remaining after the date of termination of the agreement. Both parties will cooperate to complete any investigations and to participate in any court or disciplinary proceedings which extend beyond the termination of this agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents, waivers or other documents required or permitted under this Agreement shall be in writing and shall

be delivered in person to, or deposited postage prepaid and return receipt requested in the registered or certified mails of the United States, addressed to the City of Billings at:

Chief of Police, Billings Police Department, City of Billings,
P. O. Box 1554, Billings, MT 59103

or to Billings Public Schools at:

Superintendent, Billings Public Schools,
Lincoln Center, 415 North 30th Street
Billings, MT 59101

Or to Billings Catholic Schools at:
President
Billings Catholic Schools
P.O. Box 31158
Billings, MT 59107

Notice is deemed given upon receipt.

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

This Memorandum of Understanding expresses the entire agreement of the parties. No modification of this Agreement shall be valid or binding unless the modification is in writing, dated, and signed by both parties.

Executed this ____ day of _____, 2023.

BILLINGS PUBLIC SCHOOLS

Attest:

_____
Craig Van Nice, Clerk of the District

By:_____
Greg Upham, Superintendent

CITY OF BILLINGS

Attest:

_____
City Clerk

By:_____
William A. Cole, Mayor

BILLINGS CATHOLIC SCHOOLS
Approved:

_____
Andrew McDonald, President

Approved as to form and content:

_____
City Attorney

_____
Attorney for Billings Public Schools

ADDENDUM

FEE STRUCTURE FOR CAREER CENTER AND BILLINGS CENTRAL HIGH SCHOOL RESOURCE OFFICER PROGRAM

One officer for the Career Center/Catholic Schools	$87,000

City Council Regular

Date:	07/10/2023
Title:	Council Contingency Match for Mobilize the Magic City Project - Council Member Joy Initiative
Presented by:	Wyeth Friday
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Council Member Joy recommends the City Council approve spending $10,000 of the City Council Contingency Fund as grant match for the Mobilize the Magic City project.

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 $25,000 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 has secured several small grants and donations from community members. So far, $9,070 has been raised toward the match. This contribution from the Council Contingency would bring the local match effort to nearly $20,000, making the final match needed within reach with another small grant or some further donations.

ALTERNATIVES

City Council may:

- Approve spending $10,000 of the City Council Contingency as grant match for the Mobilize the Magic City project.; or,
- Not Approve spending $10,000 of the City Council Contingency as grant match for the Mobilize the Magic City project; or
- Select a different amount of funding of the City Council Contingency as grant match for the Mobilize the Magic City project.

FISCAL EFFECTS

The City Council has authority to direct the funds in its Council Contingency fund throughout the year for special projects or needs that are not otherwise budgeted or accounted for. The Council has budgeted $25,000 in its Contingency fund for this purpose in FY23 and FY24. The Council budgeted $25,000 in its Contingency Fund in FY23 and did not utilize any of the funds. The Council again allocated $25,000 in its Contingency Fund for FY24. The Council may approve spending $10,000 of the City Council Contingency in FY24 as grant match for the Mobilize the Magic City project by a majority vote at this meeting.

City Council Regular

Date:	07/10/2023
Title:	Letter of Support for FEMA Grant Application
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council approve signing the Letter of Support for the FEMA Hazard Mitigation Grant Program (HMGP) Grant application.

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

The City Council is being asked to support staff's preparation and submittal of a $5 million application to the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) seeking funds to support the City of Billings and Billings Bench Water Association projects. The first project would install the diversion structure from the BBWA canal into the West End Water reservoir, serving as the intake system into the Reservoir and Water Treatment Plant. The second project would install unloader systems to divert stormwater from the canal in instances of breaching, tunnel blockage, or other emergencies.

These water system projects have been approved through the City's Fiscal Year 2024 budget process and will provide resiliency for the water supply which serves a local population of approximately 127,000 people. In addition, the water system provides water for commercial, industrial, and medical facilities that serve not only the City of Billings but all of southeast Montana. The existing water system is limited by a single source of supply and water treatment plant. If the treatment plant is out of service due to a natural disaster such as flooding, drought or landslides or a manmade event such as a hazardous material pipeline failure, the City can only supply drinking water and water for fire suppression for approximately 8-hours. The reservoir diversion structure project will provide a raw water delivery system, off system raw water storage, and a redundant water treatment plant, capable of providing approximately 40 days of drinking water supply in the event that the existing water supply or treatment facility are out of service. The stormwater unloader project will divert water from the BBWA canal during breaches, tunnel blockage, or other emergencies reducing the amount of water flooding nearby areas and causing widespread damages.

The City of Billings is seeking Grant funding through the FEMA Hazard Mitigation Grant program that will be used to offset the cost of design and construction for the raw water delivery system (BBWA to West End Reservoir diversion structure), and stormwater unloaders to disperse the canal water in event of flooding, breaches, or other emergency situations.

ALTERNATIVES

City Council may:

- Authorize signing the letter of support for the grant application, or;
- Disapprove signing the letter of support for the grant application. If the letter is not signed, staff will not submit a grant for the projects and alternative funding would need to be found to complete the projects.

FISCAL EFFECTS

The FEMA HMGP Grant application total is $5,100,000 for the Reservoir diversion structure and two stormwater unloaders with local match for the grant making up $1,000,000, which has been approved through the adopted FY24 Budget.

Attachments

FEMA Hazard Mitigation City Council Letter of Support

CITY OF
Billings

P.O. Box 1178
Billings, MT 59103
P 406.657.8433
F 406.657.8390

July 10, 2023

Montana Department of Military Affairs
Disaster & Emergency Services
Attn: Sara Hartley, State Hazard Mitigation Officer
PO Box 4789
Ft. Harrison, MT 59636-4789

RE: FEMA Hazard Mitigation Grant Program

As Mayor and City Council Members of Billings, Montana, this letter is to show our strong support regarding the application and need for the FEMA Hazard Mitigation Grant Program as a funding source to provide relief from multiple natural disasters that could impact the entire population of the city.

If successful in this application, the FEMA Hazard Mitigation grant funds would help finance two projects to alleviate future natural disasters during summer and winter months. These projects will address drought, ice jams, stormwater breaches, and flooding that impact over 122,000 City of Billings water customers, and potentially affect irrigation, tourism, and medical services for about 400,000 in the region.

The diversion system from the Billings Bench Water Association canal into the City of Billings West End Reservoir will provide a secondary source of water for the entire city. The current water system holds up to 24 hours of water usage during summer months and has a single intake along the Yellowstone River. With the diversion structure in place, the City of Billings can divert up to 40 days of additional water storage. During the June 2022 flood event, the city was dangerously low on water storage once the water treatment plant was unable to function. This project will provide a secondary intake, storage, and the means for an alternative water source in the event the Yellowstone River is incapacitated from flood, drought, ice jams, or other disasters. The diversion will also allow the City to reduce flow in the BBWA in the event of a breach or blockage that could cause flooding.

The smaller unloader structures would address flooding within the city limits from stormwater breaches, a blockage in the BBWA tunnel, or potential landslides under the Rimrocks. The canal for the Billings Bench Water Association runs from the Yellowstone River, through the City of Billings, under the Rimrock rock formation through a tunnel, then north to serve irrigated farmland. In the event of a flood, it takes 24 hours to drain the entire irrigation canal. By installing stormwater unloaders, the canal can be drained in 6 hours, reducing the potential for excessive damage.

It is our sincere desire that the City of Billings projects be seriously considered for an allocation of FEMA Hazard Mitigation funds to help finance the projects. The projects address multiple instances of natural disasters that the City of Billings has faced repeatedly. These projects are crucial for providing continuous water services and reducing regional damage from natural disasters in the future.

Respectfully submitted,

_____
Bill Cole, Mayor

City Council Regular

Date:	07/10/2023
Title:	Acceptance of Public Access Easement from Scott Lawson
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council accept the Public Access Easement from Scott Lawson.

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

As part of the subdivision plat for Elysian Subdivision (attached), the Developer dedicated the north one-half of a commercial street right-of-way along the southern boundary of the subdivision. With the development of Elysian Subdivision, the Developer will be required to construct a portion of the commercial street, which will be at least 30-feet of asphalt. A full width commercial street is at least 40-feet wide. A portion of the street will be constructed south of the subdivision and requires an easement. The preliminary plat for Elysian Subdivision was approved at the May 22, 2023 City Council meeting.

Scott Lawson owns the 40-acre property to the south of Elysian Subdivision. This property is mostly vacant and located in the County. Future development of Mr. Lawson's property will require the other half of the commercial street to be dedicated and constructed. In the meantime, Mr. Lawson has agreed to give the City a 35-foot wide public access easement, so the street can be constructed at this time to a minimum of 30-foot width.

ALTERNATIVES

City Council may:

- Approve the public access easement; or,
- Not approve the public access easement. If not approved, Elysian Subdivision will not have the right-of-way or easement width in order to construct a half-street.

FISCAL EFFECTS

There is no significant financial impact to the City with acceptance of the public access easement.

Attachments

Public Access Easement
Elysian Subdivision Plat

Return to:
The City of Billings
P.O. Box 1178
Billings, MT 59103

PUBLIC ACCESS EASEMENT

THIS INDENTURE, is made and entered into this ___ day of _____, 20 , by and between the following:

Scott Lawson
PO Box 418
Hardin, MT 59034
Hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th Street
Billings, Montana 59101
Hereinafter referred to as **GRANTEE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged;

WITNESS THAT GRANTOR warrants to be the legal owner of the below-referenced property and does hereby grant and convey unto **GRANTEE**, a 35-foot-wide perpetual public access easement over, across, under, and through said real property in Yellowstone County, Montana, more particularly described as follows, to wit:

A RECTANGULAR SHAPED STRIP OF LAND BEING A PORTION OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (N1/2SW1/4NE1/4) AND THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (N1/2SE1/4NE1/4) OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 25 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT 2A OF AMENDED COS 3535, RECORDED AS DOCUMENT 4028466, RECORDS OF YELLOWSTONE COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE EAST BOUNDARY OF SECTION 24; S00°57'01"E, 35.00 FEET; THENCE DEPARTING SAID EAST BOUNDARY AND ALONG A LINE LYING 35

FEET SOUTH AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID TRACT 2A, S88°53'23"W, 2635.56 FEET; THENCE S43°46'32"W, 21.17 FEET, MORE OR LESS, TO A POINT ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 24; THENCE ALONG SAID NORTH-SOUTH MID-SECTION LINE, N01°20'19"W, 50.00 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF SAID TRACT 2A, THENCE ALONG SAID SOUTH BOUNDARY, N88°53'23"E, 2650.79 FEET TO THE TRUE POINT OF BEGINNING AND THE TERMINUS OF SAID STRIP OF LAND. CONTAINING 2.13 ACRES, MORE OR LESS.

WHEREAS Public Access Easement depicted in 'Exhibit "A", attached hereto and incorporated herein.

This perpetual easement is granted and conveyed to **GRANTEE** for the purposes of constructing, reconstructing, maintaining, improving, operating, servicing, repairing or replacing a public road and other necessary or desirable appurtenances over, across, under, and through the said real property, together with the right of free ingress and egress at all times for such purposes.

GRANTOR and their successors shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. **GRANTOR** agrees not to construct, nor cause to be constructed, within the aforementioned easement, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by **GRANTEE**.

2. **GRANTOR** agrees not to plant, nor cause to be planted within the easement, any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by **GRANTEE**.

3. **GRANTOR** agrees that authorized representatives of **GRANTEE** may freely travel within the aforementioned easement with their equipment in the performance of their duties for purposes of this easement, at any time, day or night, regardless of outside weather conditions.

4. **GRANTOR** agrees to obtain the permission of **GRANTEE'S** Public Works Department or **GRANTEE** prior to placing or removing any fill dirt within the easement.

5. **GRANTOR** agrees that the sole responsibility of **GRANTEE** for any surface restoration due to any construction, replacement, repair, or service work to the public road by **GRANTEE** shall be limited to placement of backfill material to existing grade by the **GRANTEE**.

6. **HOLD HARMLESS AGREEMENT:**

- **GRANTOR** agrees to fully relieve and save harmless **GRANTEE** and its authorized representatives for any and all property damages that may be caused within aforementioned easement, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked, split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the aforementioned easement which cannot, with a minimum of human effort and within a few minutes time period, be removed from aforementioned easement by authorized representatives of **GRANTEE** in exercise of any of their rights under this easement.

- **GRANTOR** shall reimburse **GRANTEE** for any and all damage claims paid by **GRANTEE** for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.

7. The Restrictions, Covenants, and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

8. **GRANTOR** warrants and covenants that there are no liens or other encumbrances on the described tract or tracts.



TO HAVE AND TO HOLD unto GRANTEE and to its successors and assigns forever.

[*Signature and Acknowledgement Pages Follow*]

IN WITNESS WHEREOF, **GRANTOR** has hereunto set their hand the day and year herein above written.

GRANTOR

By: L. Scott Lawson

Title: Owner

STATE OF Montana)
: ss
County of Yellowstone)

On this 22 day of May, 2023, before me, a Notary Public in and for the State of Montana, personally appeared L Scott Lawson, known to me to be the person who signed the foregoing instrument as the Owner of **GRANTOR** and who acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

SS Becky J Weekes

BECKY J. WEEKES
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
April 30, 2024

[*Remainder of Page Left Intentionally Blank*]

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

GRANTEE **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 duly executed the same on behalf of the City of Billings.

IN WITNESS WHEREOF, I have set my hand and affixed my Notarial Seal the day and year above written.

SS_____

[*Remainder of Page Left Intentionally Blank*]

EXHIBIT "A"

LOCATED IN THE NE1/4 OF SECTION 24, T.1S., R.25E., P.M.M., YELLOWSTONE COUNTY, MONTANA

LEGAL DESCRIPTION (PUBLIC ACCESS EASEMENT)

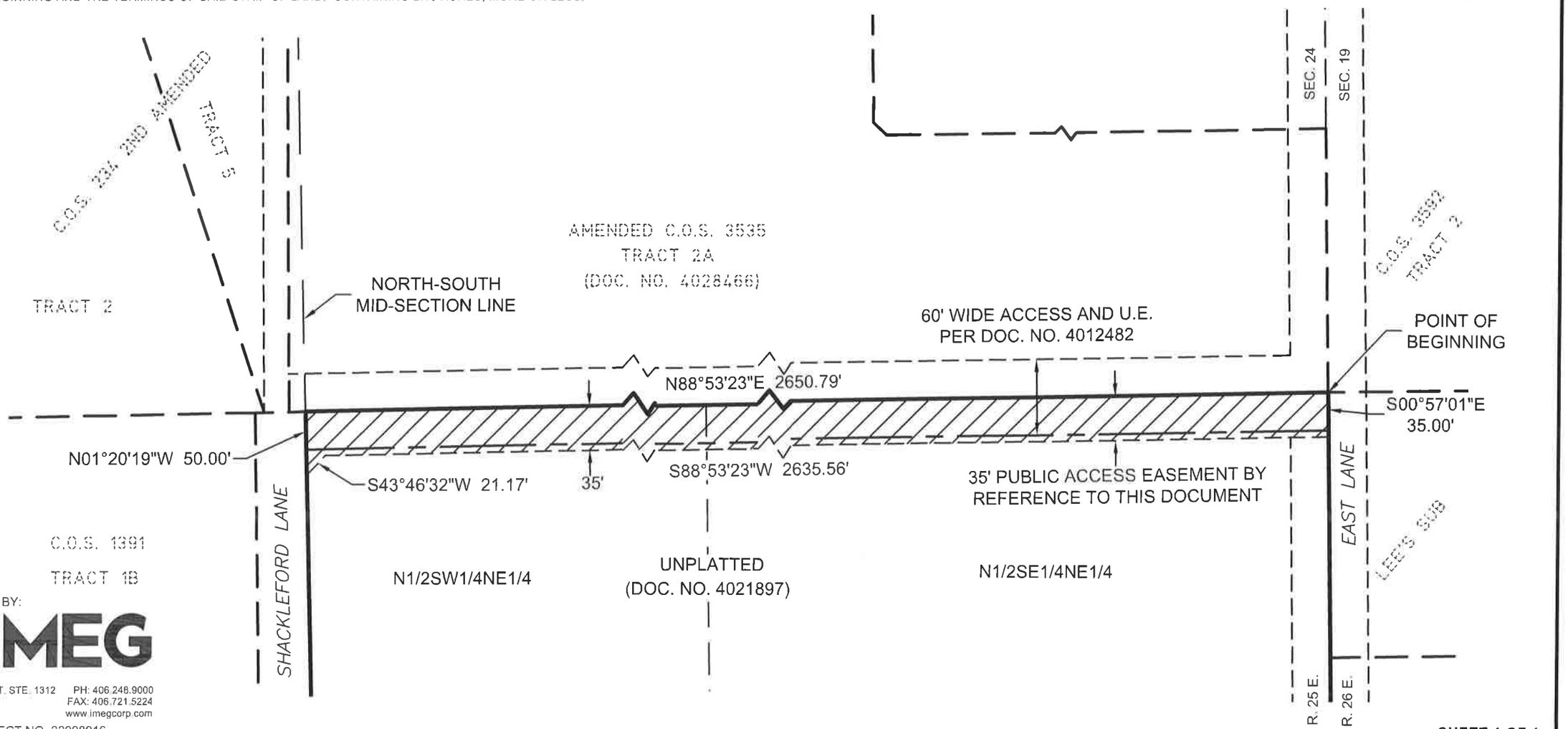
A RECTANGULAR SHAPED STRIP OF LAND BEING A PORTION OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (N1/2SW1/4NE1/4) AND THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (N1/2SE1/4NE1/4) OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 25 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT 2A OF AMENDED COS 3535, RECORDED AS DOCUMENT 4028466, RECORDS OF YELLOWSTONE COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE EAST BOUNDARY OF SECTION 24; S00°57'01"E, 35.00 FEET; THENCE DEPARTING SAID EAST BOUNDARY AND ALONG A LINE LYING 35 FEET SOUTH AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID TRACT 2A, S88°53'23"W, 2635.56 FEET; THENCE S43°46'32"W, 21.17 FEET, MORE OR LESS, TO A POINT ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 24; THENCE ALONG SAID NORTH-SOUTH MID-SECTION LINE, N01°20'19"W, 50.00 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF SAID TRACT 2A, THENCE ALONG SAID SOUTH BOUNDARY, N88°53'23"E, 2650.79 FEET TO THE TRUE POINT OF BEGINNING AND THE TERMINUS OF SAID STRIP OF LAND. CONTAINING 2.13 ACRES, MORE OR LESS.

50 0 50 100
SCALE IN FEET

BASIS OF BEARING
MONTANA STATE PLANE - ZONE 2500
GROUND (TRUE) DISTANCES
GRID NORTH

GRID N



PREPARED BY:
IMEG
175 N. 27TH. ST. STE. 1312
BILLINGS, MT
59101
PH: 406.248.9000
FAX: 406.721.5224
www.imegcorp.com

IMEG PROJECT NO. 22008916

SHEET 1 OF 1

PLOT DATE: 5/11/2023 3:16 PM
DWG LOCATION: G:\2022\22008916.00\DESIGN CIVIL\C3D SURVEY\22008916 ACCESS EASEMENT.DWG

PLAT AND CONDITIONS OF APPROVAL OF

ELYSIAN SUBDIVISION

LOCATED IN THE NE1/4 AND NW1/4 OF SECTION 24, T.1S., R.25E., P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

SURVEY COMMISSIONED BY: DEVELOPMENT 55, LLC

PREPARED BY: IMEG CORP.

DATE: MAY, 2023

RECORD OWNER: DEVELOPMENT 55, LLC

LEGAL DESCRIPTION AND CERTIFICATE OF DEDICATION

WE DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED, SUBDIVIDED AND PLATTED INTO LOTS, ROADS, ADDITIONAL RIGHT-OF-WAY AND EASEMENTS, TRACT 2A OF AMENDED CERTIFICATE OF SURVEY 3535 DOCUMENT NUMBER 4028466, LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 25 EAST, PRINCIPAL MERIDIAN MONTANA, CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA:

CONTAINING A TOTAL GROSS AREA OF 49.37 ACRES AND NET AREA OF 44.27 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;

FURTHER, 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, AND"

FURTHER, WE HEREBY CERTIFY THAT NO PARKLAND DEDICATION IS REQUIRED PURSUANT TO SECTION 76-3-621 (3)MCA, TO WIT: "EXCEPT AS PROVIDED IN SUBSECTION (8), A FIRST MINOR SUBDIVISION FROM A TRACT OF RECORD AS DESCRIBED IN 76-3-609 (2)", AND

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 ELYSIAN SUBDIVISION, AND THAT THE PLAT CONFORMS TO THE PRELIMINARY PLAT PREVIOUSLY REVIEWED AND APPROVED BY THE GOVERNING BODY.

DEVELOPMENT 55, LLC.

SS_____
JOE EASTON, DIRECTOR OF DEVELOPMENT

STATE OF _____)
)
COUNTY OF _____)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 20_____, BY JOE EASTON, DIRECTOR OF DEVELOPMENT_____ OF DEVELOPMENT 55, 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

MONTANA
MATTHEW
JACOBSON
13748 LS
LICENSED PROFESSIONAL
LAND SURVEYOR

CERTIFICATION OF LANDOWNER - CONDITIONS OF APPROVAL

THE UNDERSIGNED HEREBY CERTIFIES THAT THE SOME OF THE TEXT AND/OR GRAPHICS SHOWN ON THIS PLAT REPRESENT REQUIREMENTS BY THE GOVERNING BODY FOR FINAL PLAT APPROVAL AND THAT ALL CONDITIONS OF SUBDIVISION APPLICATION FOR THIS PHASE OF THE SUBDIVISION HAVE BEEN SATISFIED, AND THE INFORMATION SHOWN IS CURRENT AS OF THE DATE OF THE CERTIFICATION REQUIRED IN ARM 24.183.1107(4)(b), AND THAT CHANGES TO ANY LAND USE RESTRICTIONS OR ENCUMBRANCES MAY BE MADE BY AMENDMENTS TO COVENANTS, ZONING REGULATIONS, EASEMENTS, OR OTHER DOCUMENTS AS ALLOWED BY LAW OR LOCAL REGULATIONS.

DEVELOPMENT 55, LLC.

SS_____
JOE EASTON, DIRECTOR OF DEVELOPMENT

STATE OF _____)
)
COUNTY OF _____)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20___, BY JOE EASTON, DIRECTOR OF DEVELOPMENT, OF DEVELOPMENT 55, LLC.

SS_____
NOTARY PUBLIC

PREPARED BY:
IMEG
175 N. 27TH, ST. STE. 1312 PH: 406.248.9000
BILLINGS, MT FAX: 406.721.5224
59101 www.imegcorp.com
IMEG PROJECT NO. 22008916

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

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 ELYSIAN 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_____.

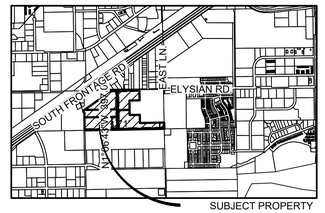
CITY OF BILLINGS, MONTANA

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CLERK AND RECORDER FILING INFORMATION

BILLINGS, MONTANA



SUBJECT PROPERTY

VICINITY MAP
NOT TO SCALE

1/4	SEC.	T.	R.
	24	1S.	25E.

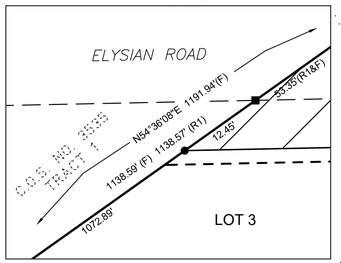
SHEET 1 OF 2
ELYSIAN SUBDIVISION
A SUBDIVISION OF THE CITY OF BILLINGS

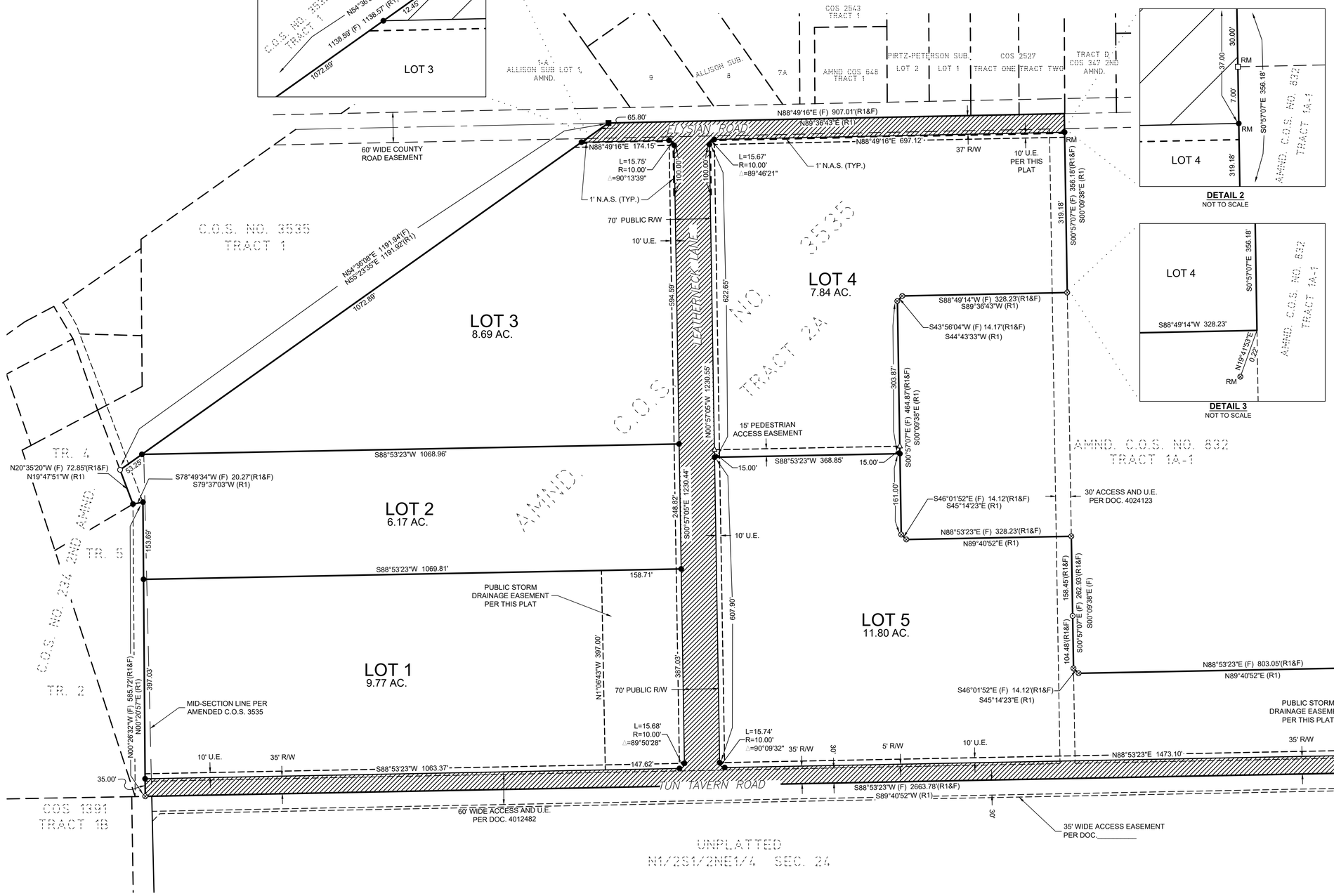
FINAL PLAT AND CONDITIONS OF APPROVAL OF

ELYSIAN SUBDIVISION

LOCATED IN THE NE1/4 AND NW1/4 OF SECTION 24, T.1S., R.25E., P.M.M., CITY OF BILLINGS YELLOWSTONE COUNTY, MONTANA

DETAIL 1
NOT TO SCALE

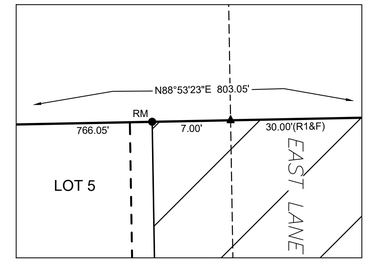


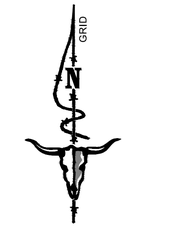


DETAIL 2
NOT TO SCALE

DETAIL 3
NOT TO SCALE

DETAIL 4
NOT TO SCALE





BASIS OF BEARING:
STATE PLANE MONTANA - ZONE 2500
GROUND (TRUE) DISTANCES
GRID NORTH

TOTAL SUBDIVISION AREA:
49.37 ACRES (GROSS)
5.10 ACRES (ROADS)
0.00 ACRES (PARK)
44.27 ACRES (NET)

LEGEND

- ● = SET 5/8"x24" REBAR WITH 1-1/4" RPC (JACOBSON, 13748LS)
- △ = SET 5/8"x24" REBAR WITH 1-1/4" BPC (JACOBSON, 13748LS)
- ⊙ = FOUND 1-1/4" YPC (SANDERSON STEWART, 8377LS)
- ⊗ = FOUND 1-1/4" YPC (SANDERSON STEWART, 15273LS)
- ▲ = FOUND 2" ALUM. CAP (SANDERSON STEWART, 15273LS)
- ■ = FOUND 2" ALUM. CAP (SANDERSON STEWART, 8377LS)
- ○ = FOUND 1-1/4" YPC (ILLEGIBLE)
- □ = FOUND 5/8" REBAR WITH BROKEN YPC
- (F) = FOUND THIS SURVEY
- (R1) = RECORD OR ADDITIVE PER AMENDED C.O.S. 3535
- C.O.S. = CERTIFICATE OF SURVEY
- R/W = RIGHT-OF-WAY
- RM = REFERENCE MONUMENT
- YPC = YELLOW PLASTIC CAP
- RPC = RED PLASTIC CAP
- BPC = BLUE PLASTIC CAP
- U.E. = UTILITY EASEMENT
- N.A.S. = NO ACCESS STRIP (EXAGGERATED FOR CLARITY)
- A.E. = ACCESS EASEMENT
- ▨ = PUBLIC R/W DEDICATION PER THIS PLAT

PREPARED BY:
IMEG
175 N. 27TH. ST. STE. 1312
BILLINGS, MT
59101
PH: 406.248.9000
FAX: 406.721.5224
www.imegcorp.com
IMEG PROJECT NO. 22008916

1/4	SEC.	T.	R.
⊠	24	1S.	25E.

SHEET 2 OF 2
ELYSIAN SUBDIVISION
A SUBDIVISION OF THE CITY OF BILLINGS

City Council Regular
Date: 07/10/2023
Title: Miller Crossing Subdivision, 4th Filing - Preliminary Minor Plat
Presented by: Monica Plecker
Department: Planning & Community Services
Presentation: No
Legal Review: Not Applicable
Project Number: PZX-23-00082

RECOMMENDATION
Staff proposes the City Council conditionally approve the preliminary plat of Miller Crossing Subdivision, 4th Filing and adopt the Findings of Fact as presented in the staff report.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
On June 1, 2023, Performance Engineering, applied for preliminary minor plat approval for Miller Crossing Subdivision, 4th Filing. The proposed subdivision creates 5 lots from existing lots for commercial development. The subject property is generally located south of King Avenue East and east of South Billings Boulevard. The property is zoned CMU 2, Corridor Mixed Use 2.

VARIANCES REQUESTED
No variances from the City Subdivision Regulations have been requested.

PROPOSED CONDITIONS OF APPROVAL
Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. 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.

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

PROCEDURAL HISTORY

- Pre-application meeting April 25, 2023
- Preliminary plat application submitted to Planning Division on June 1, 2023
- Preliminary plat to City Council July 10, 2023
- 35 working-day preliminary plat review period ends July 21, 2023

PLAT INFORMATION

General location: South of King Avenue East and east of South Billings Boulevard

Legal Description: Being Lots 6A of the Amended Miller Crossing Subdivision, 2nd Filing, and Lots 9A-1 and 10A-1 of the Third Amended Miller Crossing Subdivision, 2nd Filing.

Owner/Subdivider: Square 106, LLC

Engineer and Surveyor: Performance Engineering

Existing Zoning: CMU-2

Existing land use: Subdivision

Proposed land use: Commercial

Gross area: 8.84 acres

Proposed number of lots: 5

Lot size: Max: 2.77 acres
Min: 1 acre

Parkland requirements: Parkland dedication is not required as this is a minor subdivision. Section 23-1008 A. BMCC

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the City Council meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision at the time this report was prepared.

ALTERNATIVES

In accordance with state law, the City Council has 35 working days to act upon this minor preliminary plat. The 35 working day review period for the proposed plat ends on July 21, 2023. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

Staff is recommending Conditional Approval and adoption of the Findings of Fact.

FISCAL EFFECTS

This plat will have no fiscal impacts on the City/County Planning Division.

SUMMARY

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City departments, private service/utility providers and the affected school district/s, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

Attachments

Findings of Fact
Proposed Plat
SIA Draft
Mayors Letter

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Miller Crossing Subdivision, 4th Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property was historically used for agricultural purposes. The original plat of Miller Crossing was recorded on June 25, 1997. There will be no irrigation infrastructure affected by this subdivision. There are no water rights or shares that will be available to this proposed subdivision. Any perimeter ditches and drains, that have downstream users, shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities.

2. Effect on local services

a. **Utilities** – Water service will be provided by the City of Billings. Water lines have already been installed within the subdivision. Each lot will have access to the existing waterlines. Lots 1 and 3, Block 1 currently do not have water line stubs to them. Those will be installed when the lot is developed. All water line and stubs will be approved by the Engineering Division and shall be installed in conformance with the design standards, specifications, rules and regulations of the City of Billings and Montana Department of Environmental Quality. This information is within the SIA under the heading VI, Utilities.

   Sanitary sewer service will be provided by the City of Billings. Sanitary sewer lines have already been installed within the subdivision. Each lot will have access to the existing sanitary sewer lines. Lots 1 and 3, Block 1 currently do not have sanitary sewer stubs to them. Those will be installed when the lot is developed. All sanitary sewer line and stubs will be approved by the Engineering Division and shall be installed in conformance with the design standards, specifications, rules and regulations of the City of Billings and Montana Department of Environmental Quality. This information is within the SIA under the heading VI, Utilities.

   Private utility companies will provide services to the subdivision. Easements on the lot frontage have been provided by the subdivider for the private utility companies to install the needed infrastructure with previous filings.

   Stormwater – This subdivision shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department. A Stormwater Report will be

submitted for review and approval by City Engineering at the time of individual lot development. This information is within the SIA under the heading V, Storm Drainage.

b. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

c. **Streets** – The lots within the subdivision are served by connections to King Avenue East. Roads within the subdivision are private roads. This subdivision will not be required to provide additional street dedication on any of the streets inside or outside the subdivision. When the lots develop they will be required to install curb gutter and sidewalk on their lot street frontage.

   A traffic impact study was done with the original subdivision development. There have been subsequent traffic impact studies done with individual developments in the subdivision. Lot developers may be required to provide updates to the traffic impact study with their proposed developments. Future lot owners can contact City of Billings Engineering to obtain existing material on the traffic impact studies done in the past.

   The sidewalks will be installed by individual lot owners when the lots are developed. All sidewalks will be 5-foot-wide with a 5-foot-wide boulevard behind the curb. This is outlined in the SIA under the heading III Transportation B Sidewalks.

d. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station serving this area is located at 475 6th Street West. (Station #4). The subdivision is located within the ambulance service area of American Medical Response (AMR).

e. **Schools** – Schools will not be impacted with the development of this commercial subdivision.

f. **Parks and Recreation** – This subdivision is a minor subdivision and is not required to provide parkland. Section 23-1008 A, Billings Subdivision Regulations.

g. **Mail Delivery -** The United States Postal Service will provide postal service to the subdivision. The USPS has requested 1 Centralized delivery located in front of Cabela's. Development of the property will require coordination with the developer and the postal service for preferred location of mail delivery boxes.

h. **Phasing of Development -** The applicant is not proposing to develop this subdivision in phases.

3. Effect on the natural environment

The subject property is a vacant subdivision property that has been farmed in the past. The farming activity from the past has mostly removed natural habitat from the land.

The geotechnical study will be performed when future development is proposed on the land. The subdivision should have a minimal effect on the natural environment.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the public health, safety and welfare

There will be minimal impacts to public health, safety and welfare because of this subdivision.

B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following goals of the Growth Policy:

Essential Investments (relating public and private expenditures to public values) Infill development and development near existing City infrastructure may be the most cost effective

Community Fabric (attractive, aesthetically pleasing, uniquely Billings)
Developed landscape areas in commercial areas encourage more pedestrian activity and vibrant commercial activity

Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods)
Neighborhoods that are safe and attractive and provide essential services are much desired.

Home Base (healthy, safe and diverse housing options)
Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

Prosperity (promoting equal opportunity and economic advancement)
A diversity of available jobs can ensure a strong Billings' economy

2. 2018 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified in the plan. The applicant will be connecting Avenue D through the proposed subdivision.

3. Billings Area Bikeway and Trail Master Plan (BABTMP)

There is no trail identified within the proposed subdivision. The nearest trails are on the south side of King Avenue East.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is zoned Corridor Mixed Use 2 (CMU2). The lot frontages conform to the requirements of these zonings. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]

The subdivision has provided utility easements as requested by private utility companies with past platting. There are private utility easements shown on the plat.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]

Legal and physical access is provided to the proposed lots from King Avenue East and from streets within the proposed subdivision.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Miller Crossing Subdivision, 4th Filing does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several of the goals and policies of the 2018 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

It is recommended to City Council that the preliminary plat of Miller Crossing Subdivision, 4th Filing, be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, July 10, 2023

_____

William A. Cole, Mayor

PLOTTED: 31 JANUARY 2023 9:15

SAVED: 1/27/2023 12:08:19 PM

PRELIMINARY PLAT OF

MILLER CROSSING SUBDIVISION, 4TH FILING

BEING LOT 6A OF THE AMENDED MILLER CROSSING SUBDIVISION, 2ND FILING AND LOTS 9A-1 AND 10A-1 OF THE THIRD AMENDED MILLER CROSSING SUBDIVISION, 2ND FILING LOCATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 01 SOUTH, RANGE 26 EAST, P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : SQUARE 106, LLC

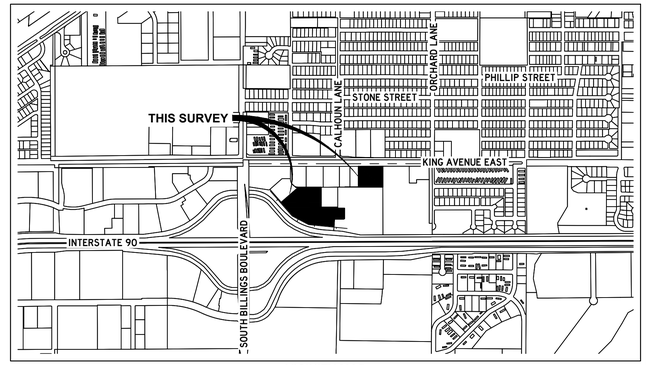
PREPARED BY : PERFORMANCE ENGINEERING, LLC

TOTAL ACRES IN SUBDIVISION : ± 8.842 ACRES

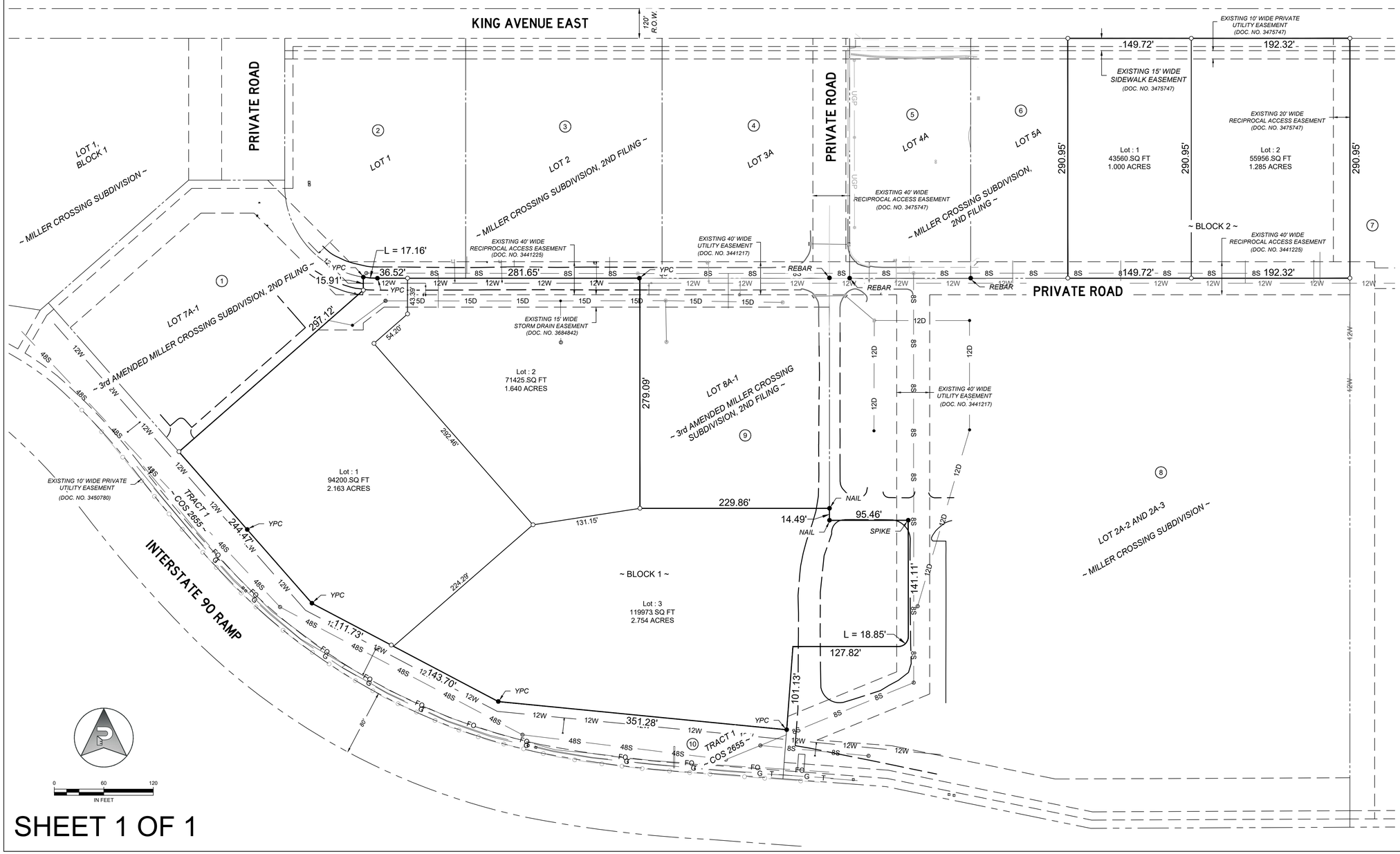
MARCH 2023

LEGEND

- FOUND PROPERTY CORNER, AS DESCRIBED
- SET PROPERTY CORNER, 5/8" REBAR W/ PEC CAP
- SURVEY BOUNDARY
- PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE



VICINITY MAP
NOT TO SCALE



ADJACENT PROPERTY OWNER INFORMATION

1. RW BILLINGS, LLC
1910 8TH AVENUE NE
ABERDEEN, SD 57401
2. OLE RENTALS, LLC
PO BOX 2063
FARGO, ND 58107
3. SQUIRRELS' REAL ESTATE, LLC
203 S 1ST STREET
LUFKIN, TEXAS 75901
4. WENDBILL, LLC
1 COMMERCIAL DRIVE AREA E
FLORIDA, NY 10921
5. SQUARE 106, LLC
PO BOX 333
REED POINT, MT 59069
6. RA4, LLC
116 MOONSTONE LANE
BILLINGS, MT 59106
7. SAM'S REAL ESTATE BUSINESS TRUST
WAL MART STORES EAST LP
PO BOX 8050 MS 0555
BENTONVILLE, AR 72712
8. STORE SPE CABELA'S II 2017-4, LLC
BASS PRO GROUP, LLC
2500 E KEARNEY STREET
SPRINGFIELD, MO 65898
9. DANIEL PROPERTY, LLC
2047 BROADWATER AVENUE, SUITE 1
BILLINGS, MT 59102
10. CITY OF BILLINGS
PO BOX 1178
BILLINGS, MT 59103

SITE DATA	
NO. OF LOTS	5
MAXIMUM LOT AREA	± 119,973 SF
MINIMUM LOT AREA	± 43,560 SF
PARKLAND AREA REQUIRED	NONE
PARKLAND AREA PROVIDED	NONE
GROSS ACREAGE	± 8.842 AC
EXISTING ZONING	CMU2
EXISTING LAND USE	VACANT
PROPOSED LAND USE	COMMERICIAL
SANITARY SEWER	CITY OF BILLINGS
WATER	CITY OF BILLINGS
FIRE SERVICE AREA	CITY OF BILLINGS

SHEET 1 OF 1

C:\Users\CraigDalton\PEC Billings Dropbox\Square 106 LLC\2022-043 Miller Crossing Minor Sub\CAD\DWG\Plat\22-043 MC Prelim Plat.dwg

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

Miller Crossing Subdivision, 4th Filing

Table of Contents

(City of Billings)

I. Variances 2
II. Property Conditions and Information for Lot Purchasers 3
III. Transportation 4
IV. Emergency Service 5
V. Storm Drainage 6
VI. Utilities 6
VII. Parks/Open Space 7
VIII. Irrigation 7
IX. Soils/Geotechnical Study 7
X. Phasing of Improvements 7
XI. Financial Guarantees 7
XII. Legal Provisions Applying to Subdivider 8

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

Miller Crossing Subdivision, 4th Filing

This agreement is made and entered into this ____ day of _____, 20__, by and between *Square 106, LLC, a Montana Limited Liability Company*, whose address for the purpose of this agreement is **PO Box 333, Reed Point, MT 59069**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of *Miller Crossing Subdivision, 4th Filing*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20__, the City Council conditionally approved a preliminary plat of *Miller Crossing Subdivision, 4th 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 *Miller Crossing Subdivision, 4th Filing* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

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

1. No variances are requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct the curb and gutter and sidewalk along the segment of the existing access road(s) that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

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

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

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

F. The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best

Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

H. A Traffic Impact Study (TIS) was completed as part of the original development of the Miller Crossing Subdivision. Subsequent traffic studies and updates have been completed as the subdivision has matured and the proposed uses have deviated from the original TIS. Lot developers may be required to provide an updated to the TIS to evaluate the proposed trip generation versus the original reports for traffic impacts. Lot owners can contact the City Engineering office for additional information regarding the original TIS and requirements for potential TIS updates.

III. TRANSPORTATION

A. Streets

- All public roadways adjacent to the Subdivision have been completed as part of previous projects. No additional public street improvements are required by the Subdivider.

- All public right-of-way for surrounding streets has been dedicated. No additional right-of-way dedication is required.

- Lot owners will be required to construct the curb and gutter along the existing private access roads that front their property at the time of lot development.

B. Sidewalks

- Individual lot owners will be responsible for the construction of the sidewalks adjacent to the existing access roads fronting their lot at the time of lot construction and shall be included in each building permit.

- Sidewalks shall be 5-foot wide. Handicap ramps and aprons shall be constructed at corner intersections.

C. Street Lighting

- No street lighting is proposed for the development; however, street lighting is included in the waiver of right to protest.

D. Traffic Control Devices

- A Traffic Impact Study (TIS) was completed as part of the original development of the Miller Crossing Subdivision. Subsequent traffic studies and updates have been completed as the subdivision has matured and the proposed uses have deviated from the original TIS. Lot developers may be required to provide an updated to the TIS to evaluate the proposed trip generation versus the original reports for traffic impacts.

Lot owners can contact the City Engineering office for additional information regarding the original TIS and requirements for potential TIS updates.

E. Access

- The Subdivision will be accessed by way of existing private roads throughout the Miller Crossing development.
- A reciprocal access easement to provide pedestrian and vehicular ingress and egress through the subdivision is provided as described in the Declaration of Covenants, Conditions, Restrictions, and Reciprocal Easements recorded with the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 1880133.

F. Billings Area Bikeway and Trail Master Plan

- The bikeway improvements required for this subdivision were constructed as part of the TIFD off-site improvements project. The improvements included a 10-foot wide concrete pedestrian/bike trail installed along the north boundary of the original Miller Crossing Subdivision, south of the City/County drain.

G. Public Transit

- MET Transit provides service along Calhoun Lane with the closest stop at the intersection of Calhoun Lane and Arden Avenue, approximately 0.75 miles north of the Subdivision. No improvements are required to ensure public transit service.

IV. EMERGENCY SERVICE

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

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.

- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

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 for adjacent private infrastructure located within the shared private access roads has been submitted to the Engineering Division for review and approval. Storm facilities for adjacent private streets have been installed as part of a previous project.

Individual Lots will be required to manage their own stormwater in accordance with the Stormwater Management Manual in place at the time of development. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval at the time of Lot development.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development in effect at the time new water and/or sanitary sewer service connections are made.

Lots 1 and 3, Block 1 do not have water and sewer service connections stubbed to it. Connection to existing public water and sewer mains for service shall be completed at the time of Lot development.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

A. Water

The subdivision will be serviced by existing water mains located in the public utility easements throughout the Miller Crossing Subdivision.

B. Sanitary Sewer

The subdivision will be serviced by existing sewer mains located in the public utility easements throughout the Miller Crossing Subdivision.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines required to service the Subdivision have been installed as part of previous projects.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed *Miller Crossing Subdivision, 4th Filing* as this is a minor subdivision [MCA 76-3-621(3)(a)].

VIII. IRRIGATION

No water rights have been transferred to the lot owners. There are no irrigation ditches within or adjacent to the Subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical investigation was performed for the area and can be obtained from the City Engineering Department office.

X. PHASING OF IMPROVEMENTS

The Subdivision is not proposed to be constructed in phases.

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. 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.

B. 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.

C. 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.

D. 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.

E. 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" *Square 106, LLC*
a Montana Limited Liability Company

By: _____

Title: _____

STATE OF MONTANA)
: ss
County of)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ _____, known to me to be the _____ of *Square 106, LLC, a Montana Limited Liability Company*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

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

"CITY"
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

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

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

Waiver of Right to Protest
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

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

The real property hereinabove mentioned is more particularly described as follows:

Miller Crossing Subdivision, 4th Filing

Signed and dated this _____ day of _____, 20___.

Square 106, LLC
a Montana Limited Liability Company

By: _____

Title: _____

STATE OF MONTANA)
: ss
County of)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ _____, known to me to be the _____ of *Square 106, LLC, a Montana Limited Liability Company*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

CITY OF
Billings
MAYOR'S OFFFICE

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

Performance Engineering
608 North 29th Street
Billings, MT 59101

Dear Applicant:

On July 10, 2023, the Billings City Council conditionally approved the preliminary plat of Miller Crossing Subdivision, 4th Filing subject to the following conditions of approval:

1. 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.

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

Should you have any questions please contact Dave Green at (406) 657-8666 or by email at greend@billingsmt.gov

July 10, 2023

Sincerely,

_____
William A. Cole, Mayor

City Council Regular

Date:	07/10/2023
Title:	Shiloh Crossing Subdivision, Amended Lot 4E-2 -- Preliminary Minor Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-22-00297

RECOMMENDATION

Staff proposes the City Council conditionally approve the preliminary plat of Shiloh Crossing Subdivision, Amended Lot 4E-2 and adopt the Findings of Fact as presented in the staff report.

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

On June 1, 2023, Sanderson Stewart, applied for preliminary minor plat approval for Shiloh Crossing Subdivision, Amended Lot 4E-2. The proposed subdivision creates 3 lots from an existing lot for commercial development. The subject property is generally located east of Shiloh Road and west of Shiloh Crossing Boulevard. It is east of the Shiloh Conservation Area. The property is zoned CMU 2, Corridor Mixed Use 2. The property is currently developed with commercial uses.

VARIANCES REQUESTED

No variances from the City Subdivision Regulations have been requested.

PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety, prior to final plat approval, the applicant will 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.
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, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting January 12, 2023
- Preliminary plat application submitted to Planning Division on June 1, 2023
- Preliminary plat to City Council July 10, 2023
- 35 working-day preliminary plat review period ends July 21, 2023

PLAT INFORMATION

General location:	East of Shiloh Road and west of Shiloh Crossing Boulevard. It is east of the Shiloh Conservation Area.
Legal Description:	Amended Plat of Lot 4E-2, Block 1, Shiloh Crossing Subdivision.
Owner/Subdivider:	RT Investments
Engineer and Surveyor:	Sanderson Stewart
Existing Zoning:	CMU-2
Existing land use:	Subdivision

Proposed land use:	Commercial
Gross area:	1.72 acres
Proposed number of lots:	3
Lot size:	Max: 27,108 square feet Min: 23,364 square feet
Parkland requirements:	Parkland dedication is not required as this is a minor subdivision. Section 23-1008 A. BMCC

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the City Council meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision at the time this report was prepared.

ALTERNATIVES

In accordance with state law, the City Council has 35 working days to act upon this minor preliminary plat. The 35 working day review period for the proposed plat ends on July 21, 2023. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

Staff is recommending Conditional Approval and adoption of the Findings of Fact.

FISCAL EFFECTS

This plat will have no fiscal impacts on the City/County Planning Division.

SUMMARY

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City departments, private service/utility providers and the affected school district/s, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

Attachments

Findings of Fact
Proposed Plat
SIA Draft
Mayors Letter

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Shiloh Crossing Subdivision, Amended Lot 4E-2. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property was originally recorded on January 24, 2008 as a commercial subdivision. There will be no irrigation infrastructure affected by this subdivision. There are no water rights or shares that will be available to this proposed subdivision. Any perimeter ditches and drains, that have downstream users, shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities.

2. Effect on local services

a. **Utilities** – Water service will be provided by the City of Billings. There are currently 3 water stubs into the property from the 12-inch water main in Shiloh Crossing Boulevard. Each lot will have access to the existing waterlines. All water line and stubs will be approved by the Engineering Division and shall be installed in conformance with the design standards, specifications, rules and regulations of the City of Billings and Montana Department of Environmental Quality. **(Condition #1)**

Sanitary sewer service will be provided by the City of Billings. There are currently 2 sanitary sewer stubs into the property from the 8-inch sanitary sewer main in Shiloh Crossing Boulevard. An additional sanitary sewer connection will be made for the 3rd lot within the subdivision, the 3rd stub will be installed when the lot is developed. All sanitary sewer line and stubs will be approved by the Engineering Division and shall be installed in conformance with the design standards, specifications, rules and regulations of the City of Billings and Montana Department of Environmental Quality. **(Condition #1)**

Private utility companies will provide services to the subdivision. Easements on the lot frontage have been provided by the subdivider for the private utility companies to install the needed infrastructure with previous filings.

Stormwater – This subdivision shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department. A Stormwater Report will be submitted for review and approval by City Engineering at the time of individual

lot development. This information is within the SIA under the heading V, Storm Drainage. **(Condition #1)**

b. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

c. **Streets** – The lots within the subdivision are served by a connection Shiloh Crossing Boulevard. The three lots will have one access to all three lots with a shared internal parking and circulation. A 5-foot-wide boulevard sidewalk will be installed on the frontage of Shiloh Crossing Boulevard.

   Shiloh Road and Shiloh Crossing Boulevard are both built out street and do not require additional right of way from this subdivision.

   All sidewalks will be 5-foot-wide with a 5-foot-wide minimum width boulevard behind the curb. This is outlined in the SIA under the heading III Transportation B Sidewalks.

d. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station serving this area is located at 605 South 24th Street West, (Station #5). The subdivision is located within the ambulance service area of American Medical Response (AMR).

e. **Schools** – Schools will not be impacted with the development of this commercial subdivision.

f. **Parks and Recreation** – This subdivision is a minor subdivision and is not required to provide parkland. Section 23-1008 A, Billings Subdivision Regulations.

g. **Mail Delivery -** The United States Postal Service will provide postal service to the subdivision. The applicant will coordinate with the postal service for location of mail delivery boxes.

h. **Phasing of Development** - The applicant is not proposing to develop this subdivision in phases.

3. Effect on the natural environment

The subject property is a vacant subdivision property. This subdivision is in a large commercial development and was a former gravel mining location. The natural environment was changed many years ago.

The geotechnical study will be performed when future development is proposed on the land. The subdivision should have a minimal effect on the natural environment.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the public health, safety and welfare

There will be minimal impacts to public health, safety and welfare because of this subdivision.

B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following goals of the Growth Policy:

Essential Investments (relating public and private expenditures to public values) Infill development and development near existing City infrastructure may be the most cost effective

Community Fabric (attractive, aesthetically pleasing, uniquely Billings)
Developed landscape areas in commercial areas encourage more pedestrian activity and vibrant commercial activity

Home Base (healthy, safe and diverse housing options)
Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

Prosperity (promoting equal opportunity and economic advancement)

A diversity of available jobs can ensure a strong Billings' economy

2. 2018 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

3. Billings Area Bikeway and Trail Master Plan (BABTMP)

There is no trial identified within the proposed subdivision. The nearest trails are on Shiloh Road to the west.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is zoned Corridor Mixed Use 2 (CMU2). The lot frontages conform to the requirements of these zonings. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]

The subdivision has provided utility easements as requested by private utility companies with past platting. There are private utility easements shown on the plat.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]

Legal and physical access is provided to the proposed lots from Shiloh Crossing Boulevard.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Shiloh Crossing Subdivision, Amended Lot 4E-2 does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several of the goals and policies of the 2018 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

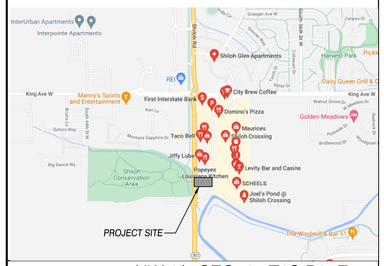
RECOMMENDATION

It is recommended to City Council that the preliminary plat of Shiloh Crossing Subdivision, Amended Lot 4E-2, be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, July 10, 2023

_____

William A. Cole, Mayor



VICINITY MAP
NTS

NW 1/4 SEC. 14 T1S R25E, P.M.M.

SHORT PLAT NOTES

EXISTING SITE DATA:

PRESENT USE:	APPROVED MASTER PLAN UNDER CONSTRUCTION
ADDRESS:	1120, 1124 & 1128 SHILOH CROSSING BLVD, BILLINGS. MONTANA
EXISTING ZONING:	CMU2 - CORRIDOR MIXED-USE AND COMMERCIAL
PARCEL ID:	03092614201880000
PROPERTY ID:	1500410
TAX ID:	A34026E
GROSS SITE AREA:	1.72 ACRES (75,108 SF)

SURROUNDING USES WITHIN 100' OF THE SITE:

NORTH: TACO JOHN'S RESTAURANT & OPPORTUNITY BANK OF MONTANA; ZONED CMU2 - CORRIDOR MIXED-USE AND COMMERCIAL
SOUTH: VACANT AND UNUSED LAND; ZONED CMU2 - CORRIDOR MIXED-USE AND COMMERCIAL
EAST: SCHEELS SPORTING GOODS ZONED; ZONED CMU2 - CORRIDOR MIXED-USE AND COMMERCIAL
WEST: VACANT AND UNUSED LAND; ZONED N1 FIRST NEIGHBORHOOD

EXISTING CONDITIONS NOTES:

EXISTING STRUCTURES:	PROPOSED BUILDINGS AS SHOWN
ABOVE-GROUND UTILITY LINES:	NONE KNOWN
IRRIGATON FACILITIES:	PROPOSED IRRIGATION AS SHOWN ON IRRIGATION PLANS
TOPOGRAPHIC FEATURES:	NONE KNOWN
WATERCOURSES AND DRAINAGE PATTERNS:	NONE KNOWN
100 YEAR FLOODPLAIN:	NONE KNOWN
HIGH SEASONABLE WATER TABLE OR IMPERMEABLE SOILS:	NONE KNOWN
WATER BODIES AND KNOWN WETLANDS:	NONE KNOWN
UNSTABLE GROUND, LANDSLIDE HAZARD AREAS & AREAS HAVING SEVERE EROSION POTENTIAL:	NONE KNOWN
SIGNIFICANT VEGETATION OR WILDLIFE HABITAT:	NONE KNOWN
ROCK OUTCROPPINGS:	NONE KNOWN
EXISTING UTILITIES:	PROPOSED UTILITIES PER ENGINEERING PLANS
EXISTING PARKLAND OR TRAIL EASEMENTS:	NONE KNOWN

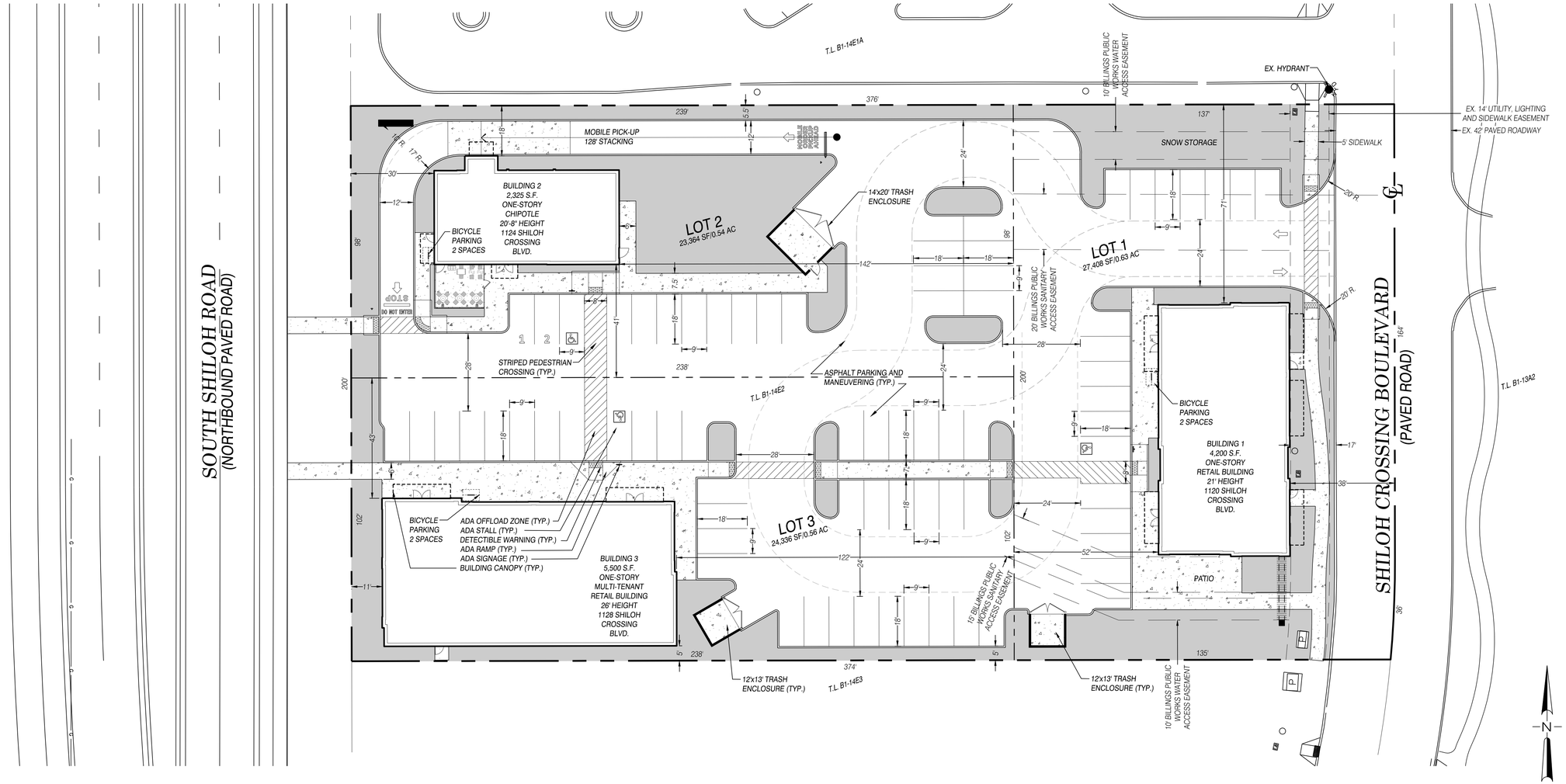
PROPOSED SITE DATA:

PROPOSED USES:	3-LOT SHORT PLAT
WETLAND, STREAM, STEEP BANK BUFFER AREAS/PROTECTED AREAS, AND PLANNED ENHANCEMENT AREAS:	NONE PROPOSED
PROPOSED PRIVATE ROADS:	NONE PROPOSED
PROPOSED EASEMENTS:	AS SHOWN
PROPOSED ON-SITE ROAD RIGHTS-OF-WAY:	NONE PROPOSED
PROPOSED PEDESTRIAN AND BICYCLE FACILITIES:	AS SHOWN PER PREVIOUSLY APPROVED SITE PLAN
PROPOSED VEHICLE PARKING:	AS SHOWN PER PREVIOUSLY APPROVED SITE PLAN
PROPOSED BICYCLE PARKING:	AS SHOWN PER PREVIOUSLY APPROVED SITE PLAN
PROPOSED LOADING ZONES:	NONE PROPOSED
PROPOSED SEPTIC SYSTEMS:	NONE PROPOSED
PROPOSED OPEN SPACE/PARK/RECREATIONAL FEATURES:	NONE PROPOSED
PROPOSED TRANSIT FACILITIES:	NONE PROPOSED
PROPOSED SIGNS:	NONE PROPOSED AT THIS TIME
PROPOSED LIGHTING:	AS SHOWN ON LIGHTING PLAN PER PREVIOUSLY APPROVED SITE PLAN
PROPOSED LOTS, TRACTS, ETC:	AS SHOWN
EXISTING BUILDINGS TO REMAIN:	NONE
PROPOSED LANDSCAPING (LANDSCAPE PLAN):	AS SHOWN ON THE LANDSCAPE PLAN PER PREVIOUSLY APPROVED SITE PLAN
PROPOSED BUILDINGS:	AS SHOWN PER PREVIOUSLY APPROVED SITE PLAN
ABOVE-GROUND UTILITIES:	REFER TO CIVIL ENGINEERING PLANS
PROPOSED FENCES:	NONE PROPOSED
PROPOSED PARKLAND OR TRAIL EASEMENTS:	NONE PROPOSED

LEGEND

- PROPOSED BUILDING
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PARKING LOT CURB
- PARKING LOT STRIPING
- PROPERTY LINE
- PROPOSED PROPERTY LINE FOR SHORT PLAT
- SIDEWALK/CONC. PAD/TRAIL
- ADJACENT TAXLOT
- EMERGENCY VEHICLE TURNING MOVEMENT
- LANDSCAPE AREA
- CONCRETE
- ADA PARKING SIGN
- ADA PARKING STALL
- DETECTIBLE WARNING
- EXISTING HYDRANT

SITE IMPROVEMENTS SHOWN PER APPROVED MASTER SITE PLAN PZX-22-00169.



SITE PLAN BASE LAYOUT PROVIDED BY SCHMIDT ARCHITECTS, PC.

OWNER/APPLICANT:
MAJ BILLINGS LLC
ATTN: MICHAEL A. JENKINS
300 W 15TH ST STE 200
VANCOUVER, WA 98660
(360) 823-5102
FAX UNAVAILABLE
MikeJ@ MAJDevelopment.com

CONTACT:
OLSON ENGINEERING, INC.
ATTN: MIKE ODREN
222 E. EVERGREEN BLVD.
VANCOUVER, WA 98660
(360) 695-1385 ext. 228
FAX (360) 695-8117
mikeo@olsonengr.com

PLOT: consultant3.ctb
FILE: J:\data\A10000\A10300\A10380\A10389\Planning\A10389.p.shortplat.prelim.dwg

PRELIMINARY SHORT PLAT SITE PLAN FOR:

MAJ @ SHILOH CROSSING SHORT PLAT

OLSON ENGINEERING INC.
LAND SURVEYORS
ENGINEERS
222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
360.695-1385
800.962.9666
A DIVISION OF MacKay Sposito

MONTANA
PETER A. TUKKY
PRELIMINARY
LICENSED PROFESSIONAL ENGINEER
05/31/2023

CHANGES / REVISIONS

DESCRIPTION:	DATE:

DESIGNED: SCHMIDT ARCHITECTS
DRAWN: SCHMIDT ARCHITECTS/MRO
CHECKED: MRO
DATE: MARCH 2023
SCALE: H: 1" = 20'
V:

COPYRIGHT 2023, MACKAY SPOSITO, INC.

MAJ @ SHILOH CROSSING
SHORT PLAT

JOB NO. A10389.01.01

SHEET
PL1.0

Return to:
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59101

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS AMENDED PLAT OF LOT 4E-2, BLOCK 1, SHILOH CROSSING SUBDIVISION

CITY OF BILLINGS

Table of Contents

I.	Variances		SIA-2
II.	Property Conditions and Information for Lot Purchasers		SIA-2
III.	Transportation		SIA-3
	A.	Streets	SIA-3
	B.	Sidewalks	SIA-3
	C.	Street Lighting	SIA-3
	D.	Traffic Control Devices	SIA-4
	E.	Access	SIA-4
	F.	Billings Area Bikeway and Trail Master Plan	SIA-4
	G.	Public Transit	SIA-4
IV.	Emergency Services		SIA-4
V.	Storm Drainage		SIA-4
VI.	Utilities		SIA-5
	A.	Water	SIA-5
	B.	Sanitary Sewer	SIA-6
	C.	Power, Telephone, Gas, and Cable Television	SIA-6
VII.	Parks/Open Space		SIA-6
VIII.	Irrigation		SIA-6
IX.	Soils/Geotechnical Study		SIA-6
X.	Phasing of Improvements		SIA-6
XI.	Financial Guarantees		SIA-6
XII.	Legal Provisions Applying to Subdivider		SIA-7

Return to:
City Clerk
City of Billings
P.O. Box 1178
Billings, MT 59101

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS AMENDED PLAT OF LOT 4E-2, BLOCK 1, SHILOH CROSSING SUBDIVISION

THIS AGREEMENT is made and entered into this ____ day of _____, 20___, by and between **MAJ BILLINGS, LLC.**, a Washington limited liability company, whose address for the purpose of this agreement is 300 W. 15th Street, Vancouver, WA 98660, and **AE BILLNGS, LLC.**, a Washington limited liability company, whose address for the purpose of this agreement is 1518 Bellerive Lane, Coeur d'Alene, ID 83814, hereinafter referred to as "Subdividers," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the Amended Plat of Lot 4E-2, Block 1, Shiloh Crossing Subdivision, hereafter referred to as "the Subdivision", located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the ____ day of _____, 20____ , the City Council conditionally approved a preliminary plat of the 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 Subdivision upon the filing of the amended 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

None requested

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

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

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

C. 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 Subdividers and property owners, or owners of the developments

DRAFT

described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdividers and owners specifically agree that they are waiving valuable rights and do so voluntarily.

F. The Subdividers and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

Adjacent to the Subdivision to the west is Shiloh Road. No street improvements are anticipated at this time for the Subdivision.

Adjacent to the Subdivision to the east is Shiloh Crossing Boulevard, which has a 47’ wide public sewer, water, and access easement. No street improvements are anticipated at this time for the Subdivision.

B. Sidewalks

Adjacent to frontage of Shiloh Crossing Boulevard, within the Subdivision, is a 14’ wide utility, lighting, and sidewalk easement. A 5’ wide concrete sidewalk with a variable-width boulevard shall be constructed within the easement along the frontage of Shiloh Crossing Boulevard.

C. Street Lighting

Street lighting currently exists along Shiloh Crossing Boulevard in the vicinity of the Subdivision. No new street lighting will be required as a result of the subdivision.

DRAFT

D. Traffic Control Devices

No street traffic control devices are anticipated at this time for the subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

E. Access

Access to the Subdivision will be provided by a single approach from Shiloh Crossing Boulevard. A reciprocal access easement will be filed to provide shared access to the lots within the Subdivision.

F. Billings Area Bikeway and Trail Master Plan

No additional improvements are anticipated at this time for the subdivision relating to the Billings Area Bikeway and Trail Master Plan.

G. Public Transit

No additional improvements are anticipated at this time for the subdivision relating to public transit.

IV. EMERGENCY SERVICES

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.

The City of Billings Fire and Police Departments will provide emergency services. Emergency access shall be provided to the Subdivision via Shiloh Crossing Boulevard. An existing fire hydrant is located near the northeast corner of the Subdivision along the west side of Shiloh Crossing Boulevard.

V. STORM DRAINAGE

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

DRAFT

The subdivision stormwater will be handled on site through surface flow on parking lots; collection through a network of catch basins, inlets, and piping. The subdivision will discharge to an existing 24-inch storm service that ultimately outfalls into an existing retention pond located on Certificate of Survey No. 866. A reciprocal drainage agreement will be filed to allow a common drainage system for all lots in the subdivision.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

Currently in the Subdivision, there are two (2) existing 4" and one (1) 2" water service connections to the 12" main line in Shiloh Crossing Boulevard.

At the time of lot development, each lot shall connect to the existing service lines. If the service line sizes are insufficient, a new service shall be installed, and existing service line abandoned.

New water service easements will be filed for this Subdivision.

DRAFT

B. Sanitary Sewer

Currently in the Subdivision, there are two (2) existing 6" sanitary sewer service connections to the 8" main line in Shiloh Crossing Boulevard. At the time of development, the Subdividers shall install an additional sanitary sewer service connection to the main line in Shiloh Crossing Boulevard for Lot 4E-2B. Lots 4E-2A and 4E-2C shall use the existing services. The sanitary sewer service size and location to be determined at the time of lot development.

New sanitary sewer service easements will be filed for this Subdivision.

C. Power, Telephone, Gas, and Cable Television

Services to this Subdivision will be provided from existing facilities. No additional new easements are required for the private utilities.

VII. PARKS/OPEN SPACE

Pursuant to MCA 76-3-621(3)(b), there is no parkland requirement for a non-residential subdivision.

VIII. IRRIGATION

There are no active agricultural facilities within the Subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A project/building specific Geotechnical report may be required at the time of development of the Subdivision.

X. PHASING OF IMPROVEMENTS

No public improvements are required at this time by the Subdivider.

XI. FINANCIAL GUARANTEES

All required improvements will be financially guaranteed or constructed prior to recording of the final plat.

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

DRAFT

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.

DRAFT

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

"SUBDIVIDER" **MAJ BILLINGS, LLC.,**
a Washington limited liability company

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this _____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of **MAJ BILLINGS, LLC**., and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

DRAFT

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

"SUBDIVIDER" **AE BILLINGS, LLC.,**
a Washington limited liability company

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this _____ day of _____ , 20__ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the person who signed the foregoing instrument as _____ of **AE BILLINGS, LLC.**, and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

DRAFT

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

DRAFT

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

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

The real property hereinabove mentioned is more particularly described as follows:

Amended Plat of Lot 4E-2, Block 1, Shiloh Crossing Subdivision

"SUBDIVIDER" **MAJ BILLINGS, LLC.,** a Washington limited liability company

By: _____ Title: _____

STATE OF _____)
:ss
County of _____)

On this _____ day of _____ , 20___ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the person who signed the foregoing instrument as _____ of **MAJ BILLINGS, LLC**., and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

"SUBDIVIDER" **AE BILLINGS, LLC.,** a Washington limited liability company

By: _____ Title: _____

STATE OF _____)
:ss
County of _____)

On this _____ day of _____ , 20___ , before me, the undersigned Notary Public for the State of _____ , personally appeared _____ , known to me to be the person who signed the foregoing instrument as _____ of **AE BILLINGS, LLC**., and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of _____

DRAFT

CITY OF
Billings
MAYOR'S OFFFICE

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

Sanderson Stewart
1300 N Transtech Way
Billings, MT 59102

Dear Applicant:

On July 1-, 2023, the Billings City Council conditionally approved the preliminary plat of Shiloh Crossing Subdivision, Amended Lot 4E-2 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.

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, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 657-8666 or by email at greend@billingsmt.gov

July 10, 2023

Sincerely,

_____
William A. Cole, Mayor

City Council Regular

Date:	07/10/2023
Title:	Coal Creek Subdivision, Amended Lots 7 - 17 - Final Major Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZ-18-00037

RECOMMENDATION

Staff recommends the City Council approve the final plat of Coal Creek Subdivision, Amended Lots 7 - 17.

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

On June 15, 2023, Cushing Terrell applied for final plat approval for Coal Creek Subdivision, Amended Lots 7 - 17. The proposed subdivision creates 6 lots for commercial development. The subject property is generally located on the northwest corner of the intersection of 62nd Street and Rimrock Road. The property is zoned CMU2 (Corridor Mixed Use 2). The land is currently vacant with native grasses, shrubs and trees. The applicant applied for an extension of final plat that was granted May of 2021 allowing the final plat to take place now. Staff has reviewed the application and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the City Council meeting. At this time, the Planning Division has received no public comments or questions regarding the proposed subdivision.

ALTERNATIVES

The City Council may approve or deny the final plat of Coal Creek Subdivision, Amended Lost 7 - 17. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met.

The criteria are as follows:76-3-611. Review of final plat.
(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:

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

(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.Staff finds the final plat meets the criteria outlined in 76-3-611 above.

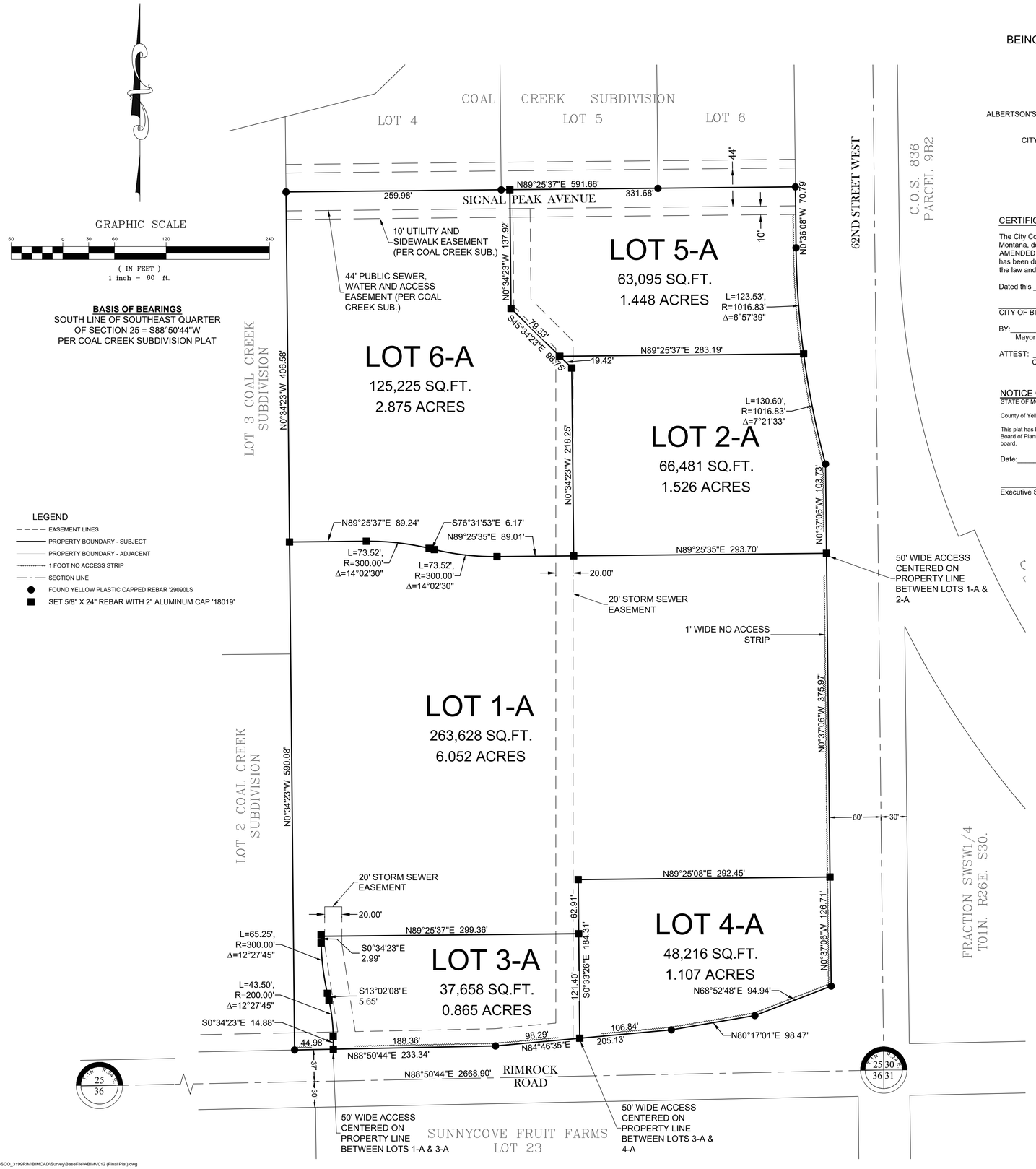
Staff found that the final plat is in compliance with the requirements of state statutes, conditions of approval and local regulations.

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



L:\Albertsons\ABSCO_3199RIM\BIMCAD\Survey\BaseFile\ABIMV012 (Final Plat).dwg

AMENDED PLAT OF LOTS 7 - 17

COAL CREEK SUBDIVISION

BEING A SUBDIVISION OF LOTS 7 - 17 OF COAL CREEK SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 24 EAST, P.M.,M., CITY OF BILLINGS, COUNTY OF YELLOWSTONE, STATE OF MONTANA.
~2023~

OWNER/COMMISSIONED BY
ALBERTSON'S LLC, A DELAWARE LIMITED LIABILITY COMPANY

ZONING
CITY OF BILLINGS - CORRIDOR MIXED USE
& COMMERCIAL CENTERS - CMU2

PURPOSE
TO CREATE A 7-LOT SUBDIVISION

CERTIFICATE OF CITY COUNCIL APPROVAL

The City Council of the City of Billings, Yellowstone County, Montana, does hereby certify that the accompanying plat for AMENDED PLAT OF LOTS 7 - 17, COAL CREEK SUBDIVISION has been duly examined and have found the same to conform to the law and hereby approve it.

Dated this _____ day of _____ , 2023

_____
CITY OF BILLINGS, MONTANA

BY:_____
Mayor

ATTEST: _____
City Clerk

NOTICE OF APPROVAL

STATE OF MONTANA)
:SS
County of Yellowstone)

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

Date:_____ _____
President

_____
Executive Secretary

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:SS
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner(s) of the following described tract of land, do hereby certify that they have caused it to be surveyed, subdivided, and platted into lots, blocks and streets as shown on this plat. Said tract being situated in the SE1/4 of Section 25, Township 1 North, Range 24 East, P.M.,M., City of Billings, County of Yellowstone, State of Montana, and being more particularly described as follows:

Lots 7 -17, Coal Creek Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3843179.

Said tract contains a gross and net area of 13.873 acres.

Pursuant to 76-3-621(3)(b), M.C.A., there is no parkland requirement for this subdivision.

The undersigned hereby grants to all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of all lines over, under and across the areas designated on the plat as "Utility Easement" to have and hold forever.

Said tract to be known and dedicated as AMENDED PLAT OF LOTS 7 - 17, COAL CREEK SUBDIVISION, and there are no streets or roads being dedicated to the public with this plat.

Albertson's LLC, a Delaware limited liability company.

_____
Signature
Printed Name: Bradley R. Beckstrom
Title: Agent, Albertsons LLC

STATE OF IDAHO)
:SS
County of Ada)

On this ____day of _____, 20___ before me, a Notary Public in and for the State of Idaho, personally appeared Bradley R. Beckstrom, known to me to be the Agent for Albertsons LLC, a Delaware limited liability company, and known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

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 this CERTIFICATE OF APPROVAL this _____day of _____, 2023.

_____
City Engineer's Office

CERTIFICATE OF CITY ATTORNEY

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

Date:_____

Reviewed by:_____

ERRORS AND OMMISSIONS REVIEW

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

_____ _____
Examining Land Surveyor Date

CERTIFICATE OF COUNTY TREASURER

I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that all real property taxes and special assessments assessed and levied on the land described on this Subdivision Plat and encompassed by the proposed division have been paid.

Dated this _____ day of _____ , 2023.

_____
DEPUTY TREASURER
YELLOWSTONE COUNTY, MONTANA

CERTIFICATE OF SURVEYOR

I, George Bornemann, a Montana Registered Land Surveyor do hereby certify that between December 2018 and April 2023, a survey was performed under my supervision of a tract of land to be known as the AMENDED PLAT OF LOTS 1 - 17, COAL CREEK SUBDIVISION in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act. Said subdivision being in accordance with the Landowner's Certificate as shown on this plat and that the monuments found and set are of the character and occupy the positions shown hereon. Due to construction activities, interior monuments will be set no later than 240 days from filing of this plat.

Dated this _____ day of _____, 2023

_____
George Bornemann
Registration No. 18019LS
Cushing Terrell
13 N. 23rd Street
Billings, MT 59101
406-333-7974

Cushing Terrell

cushingterrell.com
800.757.9522

AMENDED PLAT OF LOTS 7 - 17
COAL CREEK SUBDIVISION
CITY OF BILLINGS, STATE OF MONTANA

© 2023 | ALL RIGHTS RESERVED

PRINCIPAL MERIDIAN
MONTANA
YELLOWSTONE COUNTY

¼	Sec.	T.	R.
X	25	1N	24E

FOR: ALBERTSON'S LLC

2023.04.04
DRAWN BY | BORNEMANN
REVISIONS

AMENDED PLAT OF
LOTS 7 - 17
COAL CREEK SUBDIVISION

BOUNDARY AND CERTIFICATIONS

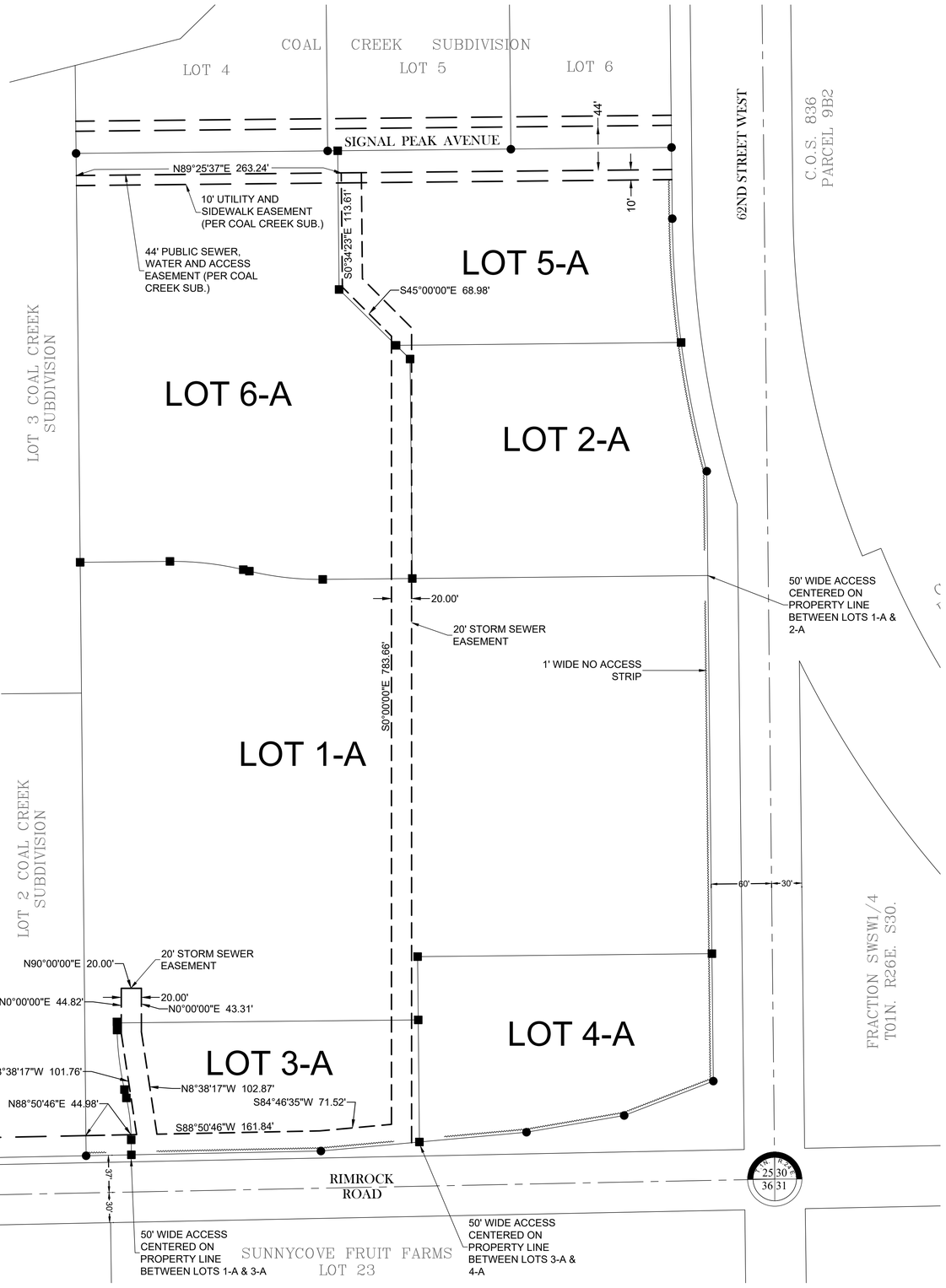
AMENDED PLAT OF LOTS 7 - 17

COAL CREEK SUBDIVISION

BEING A SUBDIVISION OF LOTS 7 - 17 OF COAL CREEK SUBDIVISION IN THE SOUTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 24 EAST, P.M.,M., CITY OF BILLINGS, COUNTY OF YELLOWSTONE, STATE OF MONTANA.

Cushing Terrell

cushingterrell.com
800.757.9522



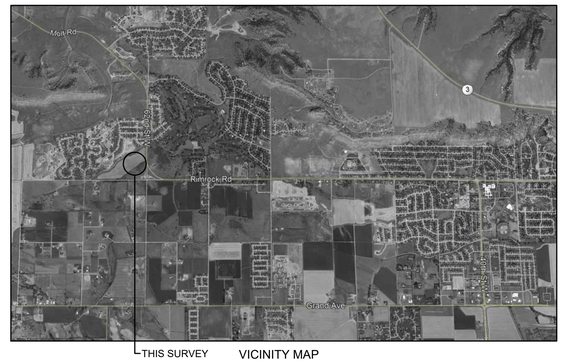
GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

LEGEND

- EASEMENT LINES
- PROPERTY BOUNDARY - SUBJECT
- PROPERTY BOUNDARY - ADJACENT
- 1 FOOT NO ACCESS STRIP
- SECTION LINE
- FOUND YELLOW PLASTIC CAPPED REBAR '29090LS
- SET 5/8" X 24" REBAR WITH 2" ALUMINUM CAP '18019'



VICINITY MAP

© 2023 | ALL RIGHTS RESERVED

PRINCIPAL MERIDIAN
MONTANA
YELLOWSTONE COUNTY

½	Sec.	T.	R.
	25	1N	24E

FOR: ALBERTSON'S LLC

2023.04.04
DRAWN BY | BORNEMANN
REVISIONS

PRELIMINARY PLAT OF
AMENDED PLAT OF
LOTS 7 - 17
COAL CREEK SUBDIVISION

AMENDED PLAT OF LOTS 7 - 17
COAL CREEK SUBDIVISION
CITY OF BILLINGS, STATE OF MONTANA

EASEMENTS AND VICINITY MAP

2 OF 2

L:\Albertsons\ABSCO_3199RIM\BIMCAD\Survey\BaseFile\ABIMV012 (Final Plat).dwg

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

Coal Creek Subdivision Amended Plat Lots 7-17

Table of Contents

City of Billings

Contents

SUBDIVISION IMPROVEMENTS AGREEMENT 1
Coal Creek Subdivision Amended Plat Lots 7-17 1
WITNESSETH: 1
I. VARIANCES 1
II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS 1
III. TRANSPORTATION 2
A. Streets 2
B. Sidewalks 3
C. Street Lighting 3
D. Traffic Control Devices 3
E. Access 4
IV. EMERGENCY SERVICE 4
V. STORM DRAINAGE 5
VI. UTILITIES 6
A. Water 6
B. Sanitary Sewer 7
C. Power, Telephone, Gas, and Cable Television 7
VII. IRRIGATION 7
VIII. SOILS/GEOTECHNICAL STUDY 7
IX. INFRASTRUCTURE IMPROVEMENTS 8
X. FINANCIAL GUARANTEES 8
XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER 8

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

Coal Creek Subdivision Amended Plat Lots 7-17

This agreement is made and entered into this day of_____, 20 , by and between *ABS MT-O LLC, A DELAWARE LIMITED LIABILITY COMPANY,* whose address for the purpose of this agreement is **250 E. Parkcenter Blvd., Boise, ID 83706**, is 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_____day of_____, 20 , the Board of Planning recommended conditional approval of a preliminary plat of the Coal Creek Subdivision Amended Plat of Lots 7-17 and;

WHEREAS, at a regular meeting conducted on _____day of_____, 20 , the City Council conditionally approved a preliminary plat of Coal Creek Subdivision Amended Plat of lots 7-17; 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 *Coal Creek Subdivision Amended Plat Lots 7-17* 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 ofMontana.

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

I. VARIANCES

A. No variance request is being made as part of this development.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct the segment of the required sidewalk that fronts their property at the time of 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 possible 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 specific site development.

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 (SID) for only those items specifically identified within this document which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and Owner specifically agree that they are waiving valuable rights and do so voluntarily.

F. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

- All roads within the subdivision shall be privately owned and built to the City of Billings subdivision regulation standards. These roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings' site development ordinance, and City subdivision regulations.

- The north half of Rimrock Road shall be built to collector standards including asphalt, curb and gutter, and sidewalk. A right turn lane for west bound traffic off of Rimrock Road will be constructed at the intersection of first private approach and Rimrock Road. Storm collection shall be included along the north half of the road with a discharge to the Birely Drain. Water quality standards for Rimrock Road runoff shall be met in accordance with the Billings Stormwater Management Manual (BSMM).
- Cash contribution shall be made for improvements to 62nd Street West. Contributions shall be made for the widening of the west half of 62nd Street West to commercial standards including asphalt, curb and gutter, and sidewalk. Subdivider shall be given credit for materials already in place. Subdivider shall construct, or contribute to the construction, of a median to control turning movements for the ¾ shared access located between Lots 1-A and 2-A.
- The southern half, a minimum of 30 foot asphalt width, of Signal Peak Avenue will be constructed from the western boundary of the subdivision east to 62nd Street West. This will include the installation of the private storm sewer and public water and sewer.

B. Sidewalks

- The Subdivider will install, corner intersection handicap ramps and aprons and will grade all street frontages for sidewalk finished grades.
- The Subdivider shall be responsible for the installation of a 10 foot asphalt trail along the Rimrock Road frontage.
- The Subdivider shall make a cash contribution for sidewalks along 62nd Street West.
- Individual lot owners within the commercial portion of the Subdivision will be responsible for the construction of the sidewalks adjacent to their lot and Signal Peak Avenue at the time of lot construction and shall be included in each building permit. Sidewalks shall be 5-foot boulevard walk style with a boulevard width of 5 feet.

C. Street Lighting

- The Subdivider will be responsible for extending street lighting north along 62nd Street West to the first subdivision approach. Maintenance of the street lights shall be the responsibility of the HOA or through the creation of a street light district.

D. Traffic Control Devices

- Subdivider shall furnish the necessary traffic control devices within and adjacent to the subdivision as required by City Engineering. Traffic control devices shall comply with the Manual on Uniform Traffic Control Devices (MUTCD) and City of Billings Standards.
- Subdivider shall pay intersection impact contributions totaling **$107,600**.
  a) Rimrock Road and 62nd St W: **$64,375 (25.75%)**
  b) Rimrock Road and 54th St W: **$28,750 (11.50%)**
  c) Grand Avenue and 62nd St W: **$14,475 (5.79%)**

Scheduling for intersection impact contributions is provided in the Phasing section of this SIA.

- Subdivider shall furnish and install street name signs for streets within the subdivision, or located immediately adjacent thereto, in accordance with the specifications of the City of Billings Publics Works and Fire Departments.

E. Access

Rimrock Road

- Two full movement private road access points will be located along Rimrock Road:
  a) First subdivision approach is approximately 370 feet west of 62nd Street West and Rimrock Road intersection.
  b) Lot 3-A access is approximately 650' west of the 62nd Street West and Rimrock intersection.
- All access approaches will meet design standards outlined in the City of Billings Standard Modification Drawings.
- A 1-foot no access strip shall run along the boundary of lots fronting Rimrock Road as indicated on the Plat.
- The developer will be required to construct the necessary turn lanes as outlined in the traffic study.

62nd Street West

- One full movement and one ¾ movement private road accesses will be located along 62nd Street West:
  a) The Signal Peak Avenue access is approximately 1,020 ft north of the 62nd Street West and Rimrock Road intersection;
  b) The second proposed access will be a ¾ access and is approximately 650 ft north of the 62nd Street West and Rimrock Road intersection.
- All access approaches will meet design standards outlined in the City of Billings Standard Modification Drawings.
- A 1-foot no access strip shall run along the boundary of lots fronting 62nd Street West as indicated on the Plat.

Emergency Access

- In the event that Signal Peak is not fully constructed at one time, at minimum, a temporary emergency turnaround shall be constructed for road lengths less than 1,000 feet.

IV. EMERGENCY SERVICE

The Billings Fire Department currently provides fire protection for the subdivision.

At the time of future lot development construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to meet fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads, and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City ofBillings.

At a minimum, the following isrequired:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feetwide.
- 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 apparatus access and watersupply.

Emergency access to the subdivision will occur at the locations described in Section III. TRANSPORTATION, Subsection E, Access. Approaches and internal roads are designed to accommodate emergency vehicles describedpreviously.

V. STORM DRAINAGE

A. Storm drainage shall be provided by a combination of surface drainage, curb and gutters, and storm drain piping. All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the *Stormwater Management Manual* in place at the time of development. A complete stormwater management plan shall be submitted to the City Engineering Division and Montana Department of Environmental Quality (as required) for review and approval at the time of development.

B. Amended Plat of Lots 7-17 Coal Creek Subdivision shall utilize a series of small detention areas in addition to the community stormwater detention area located on Lot 2 of the Coal Creek Subdivision for stormwater management. The community detention area will collect runoff from the Coal Creek Subdivision and the Amended Plat of Lots 7-17 Coal Creek Subdivision and convey it to the Birely Drain. The stormwater retention areas and associated improvements will be privately owned and maintained by the HOA. O&M requirements and HOA responsibilities shall be outlined within the city of Billings Stormwater Management Manual (SWMM), appendices E and F. Retention areas shall be covere3d with a blanket easement, allowing access by the City. If the HOA fails to maintain the stormwater retention facilities, the City reserves the right to create a maintenance district in the subdivision to maintain the stormwater retention facilities.

a. If the City constructs a storm water management facility on the land south of RimRock Road and adjacent to the Birley Drain, the Subdivider may direct runoff from the subdivision to the City's storm water management area. If the City does not proceed with construction of a storm water management facility prior to the development of subdivision, subdivider must construct detention on site. The water quality storm must be mitigated for each parcel on site.

i. If storm water detention is directed to City's storm water facility, parcels shall make a cash contribution for stormwater improvements at a rate of $0.24/sf of gross area of the parcels. Contributions shall be made to the City prior to the issuances of the parcels first building permit.

C. Storm drainage for the north half of Rimrock Road adjacent to the Coal Creek Subdivision shall be conveyed thru a series of catch basins which will route runoff through a drainage main and discharge to the Birely Drain. Runoff from the south half of Rimrock Road is currently managed by the borrow ditch which ultimately drains to the Birely Drain. Improvements to the south half of Rimrock Road shall occur upon annexation of parcels adjacent to the roadway.

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 of/connection to water mains and sanitary sewers is subject to the approval conditions of the applications. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any plans and specifications.

The Subdivider/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 or when a building permit is issued for new construction

A. Water

Lots 5-A and 6-A will be serviced by a 12-inch public water main placed within the public water and sewer utility easement. The 12-inch main will run along Signal Peak Avenue tying into the existing 20-inch water main in 62nd Street. Valve and hydrant placement shall meet City of Billings Public Works Department and Montana DEQ standards, rules, and regulations. Installation of main will be by private contract.

Lots 2-A will be served by the existing 20-inch water main in 62nd Street with private service connections installed at the time of site development. Valve and hydrant placement shall meet City of Billings Public Works Department and Montana DEQ standards, rules, and regulations.

Lots 1-A, 3-A, and 4-A will be served by the existing 12-inch water main in Rimrock Road with private service connections. Valve and hydrant placement shall meet City of Billings Public Works Department and Montana DEQ standards, rules, and regulations.

B. Sanitary Sewer

Lots 5-A and 6-A will be serviced by an 8-inch public sewer main placed within the public water and sewer utility easement. The 8-inch sewer main will run along Signal Peak Avenue tying into the existing 18-inch sewer main in 62nd Street. The services shall meet City of Billings Public Works Department and Montana DEQ standards, rules, and regulations. Installation of main will be by private contract.

Lots 2-A and 4-A will be served by the existing 18-inch sewer main in 62nd Street with private service connections installed at the time of site development. The services shall meet City of Billings Public Works Department and Montana DEQ standards, rules, and regulations.

Lots 1-A and 3-A will be served by the existing 18-inch sewer main in Rimrock Road with private service connections. The services shall meet City of Billings Public Works Department and Montana DEQ standards, rules, and regulations.

C. Power, Telephone, Gas, and Cable Television

Power, natural gas, telephone, and cable will all be located within the right-of-way and utility easements shown on the plat.

VII. IRRIGATION

There are no irrigation rights for this property.

VIII. SOILS/GEOTECHNICAL STUDY

A. A geotechnical analysis was performed for this property on August 12, 2016 by Rimrock Engineering, Inc. Sub-surface conditions vary across the site. Since specific structure types and locations have not been identified, performing site specific geotechnical investigations should be considered and is recommended.

B. Construction restrictions due to the results of the study may include over excavation and controlled re-compaction, placement of granular backfill, or specific structural considerations, depending upon the actual structural loads to be built in a particular location.

C. Assessment of a specific lot and mitigation efforts, if any, of these conditions shall be the responsibility of the lot owner. The City may require the owner of a lot to include a lot specific geotechnical investigation report with the building permit submittal.

IX. INFRASTRUCTURE IMPROVEMENTS

Subdivider is responsible for the construction of the north half of Rimrock Road along the frontage of the subdivision. Road improvements shall include widening of the asphalt to a collector road width as well as installation of curb and gutter, storm drain, and completion of the trail and/or sidewalk from Phase 1 of the Coal Creek subdivision. A right turn lane will be installed for west bound traffic at the intersection of the first approach into Phase 2 and Rimrock Road. Stormwater collected in RimRock Road storm drain will be discharged to the Birely Drain.

Contributions for intersection impacts shall be for the Lots being developed in Amended Plat of Lots 7-17 Coal Creek Subdivision. Intersection impact contributions are as follows:

- Rimrock Road and 62nd St W: **$64,375 (25.75%)**
- Rimrock Road and 54th St W: **$28,750 (11.50%)**
- Grand Avenue and 62nd St W: **$14,475 (5.79%)**

The Subdivider agrees not to sell or convey any lots in the subdivision to be served by the Amended Plat of Lots 7-17 Coal Creek Subdivision improvements, and the Subdivider further acknowledges that no building permits for lots within the subdivision shall be issued until a private contract has been executed for the construction and installation of the public improvements to serve said lots, and to provide necessary access and traffic circulation for the traffic generated by those lots. As used herein, the lots to be served by the said subdivision are particularly described as follows:

> Lots 1-A through 6-A, inclusive, located in Amended Plat Lots 7-17 Coal Creek Subdivision, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (6 lots total).

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the city engineers and the City of Billings Public Works.

XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

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

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

"SUBDIVIDER" *ABS MT-O LLC, A DELAWARE LIMITED LIABILITY COMPANY*

By: _____
Bradley Beckstrom
Authorized Signatory

Title: _____ JPL

STATE OF IDAHO)
: ss
County of Ada)

On this 13th day of June, 2023, before me, a Notary Public in and for the State of Idaho, personally appeared Bradley Beckstrom, known to me to be the Authorized Signatory of *ABS MT-O LLC, A DELAWARE LIMITED LIABILITY COMPANY,* who executed the foregoing instrument and acknowledged to me that he executed the same.

HELENE MYERS
NOTARY
PUBLIC
Comm. No. 15615
STATE OF IDAHO

_____
Notary Public in and for the State of Idaho
Printed Name: Helene Myers
Residing at: Boise ID
My commission expires: 12-21-2025

This agreement is hereby approved and accepted by the City of Billings, this_____day of _____, 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 Lots 7-17 Coal Creek Subdivision

Signed and dated this 13th day of June, 2023.

ABS MT-O LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: _____

Bradley Beckstrom

Title: Authorized Signatory JPL

HELENE MYERS NOTARY PUBLIC Comm. No. 15615 STATE OF IDAHO

STATE OF IDAHO)
: ss
County of Ada)

On this 13th day of June, 2023, before me, a Notary Public in and for the State of Idaho, personally appeared Bradley Beckstrom, known to me to be the person who executed the forgoing instrument as the Authorized Signatory of *ABS MT-O LLC, A DELAWARE LIMITED LIABILITY COMPANY*, known to me to be the person who executed the forgoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEROF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Idaho
Printed Name: Helene Myers
Residing at: Boise ID
My commission expires: 12·21·2025

CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

P. O. BOX 1178
BILLINGS, MONTANA 59103
(406) 687-8296
FAX (406) 657-8390

June 25, 2018

Magnus Land Development, LLC
745 South 56th Street West
Billings, MT 59106

Dear Property Owners:

On June 25, 2018, the Billings City Council conditionally approved the preliminary plat of Amended Lots 7-17, Coal Creek Subdivision, subject to the following conditions of approval:

1. To ensure the stormwater system is properly maintained, prior to final plat approval the applicant will add the following to the storm drain section of the SIA:
   - 'The stormwater retention areas and associated improvements will be privately owned and maintained by the HOA. O&M requirements and HOA responsibilities shall be as outlined within the City of Billing Stormwater Management Manual (SWMM), appendices E and F. Retention areas shall be covered with a blanket easement, allowing access by the City. If the HOA fails to maintain the stormwater retention facilities, the City reserves the right to create a maintenance district in the subdivision to maintain the stormwater retention facilities.'

2. To bring the infrastructure section of the SIA into conformance with the subdivision regulations, prior to final plat approval the applicant will work with City Planning and Engineering to either write this section and include documentation to meet the requirements of phasing; or rewrite the portion of the SIA to define what improvements will be constructed initially and what remaining items will be bonded or have an irrevocable letter of credit to guarantee infrastructure installation at a later time.

3. To minimize the effects on local services and to have minimum road width requirements met, prior to final approval the applicant shall change the beginning of the sentence in the SIA under III Transportation A. Streets, at the last bullet point that states, 'The southern half of Signal Peak Avenue' to read, 'The southern half, a minimum of 30-foot asphalt width, of Signal Peak Avenue will be constructed from the western boundary of the subdivision east to 62nd Street West.'

4. To eliminate confusion and ensure the correct access is constructed as allowed, prior to final plat approval the applicant will change a sentence in the SIA under the heading E. Access, 62nd Street West sentence b., which says 'The Second full movement access', to read 'The second proposed access will be a 3/4 access and is approximately 650 ft north of the 62nd Street West and Rimrock Road intersection'. The applicant will also change the sentence directly under the heading '62nd Street West' that states 'Two full movements' to read 'One full movement and one 3/4 movement'

5. To minimize the effects on local services and enable more useable roadways, prior to final plat approval the applicants' TIS shall be reviewed and approved by the City of Billings Engineering Division. The approval shall outline any additional requirements that developer will be responsible to construct. This review will also confirm or correct the contributions for street improvement

from the developer listed in the SIA.

6. To minimize the effects on local services, prior to final plat approval the subdivider will provide a letter from the United States Postal Service acknowledging its agreement with the placement of mail delivery facilities in the subdivision.

7. To ensure the provision of easements for utilities, prior to final plat approval the subdivider shall provide utility easements on the final plat as requested by the private utility companies.

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

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

If you have questions please contact Dave Green at (406) 247-8666 or by email at greend@ci.billings.mt.us.

Sincerely,

William A. Cole

William A. Cole, Mayor

Pc: CTA Engineering

City Council Regular

Date:	07/10/2023
Title:	Amended Plat of Lot 9A ,Block 1, Gabel Subdivision, 1st Filing - Exempt Plat
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-23-00093

RECOMMENDATION

City staff recommends the City Council approve the exempt plat of Amended Plat of Lot 9A , Block 1, Gabel Subdivision, 1st Filing.

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

On May 15, 2023, Sanderson Stewart submitted an exempt plat to the City Planning Division to relocate the controlled access location of the lot. The subject property is generally located on the northwest corner of the intersection of Hesper Road and 32nd Street West. City Public Works and the Engineering Division has reviewed and approved the relocation. The Mayor does not typically sign exempt surveys, but because of the controlled access being relocated, it requires the Mayor's signature for that process to take place. The request is for the City Council to agree to the relocation of the controlled access. The exempt plat has been reviewed and approved by City Staff and meets the requirements of the exempt plat process outlined in the Montana Subdivision and Platting Act. These documents are appropriate as to form for filing with the Clerk and Recorder.

STAKEHOLDERS

A public hearing is not required for exempt plats as they are exempt from subdivision regulations as they are minor changes to lots. However, the City Council meeting is public and members of the public may attend the meeting and speak on this item during the appropriate public comment period.

ALTERNATIVES

City Council may:

- Approve the exempt plat for Amended Plat of Lot 9A, Block 1, Gabel Subdivision, 1st Filing, or;
- Disapprove the exempt plat. If the exempt plat is not approved, the developer will have to utilize the existing access points.

FISCAL EFFECTS

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

Attachments

Exempt Plat
Easement Vacation
Reciprocal Access Easement

AMENDED PLAT OF LOT 9A OF THE PLAT OF AMENDED OF LOT 9, BLOCK 1,

GABEL SUBDIVISION, 1ST FILING

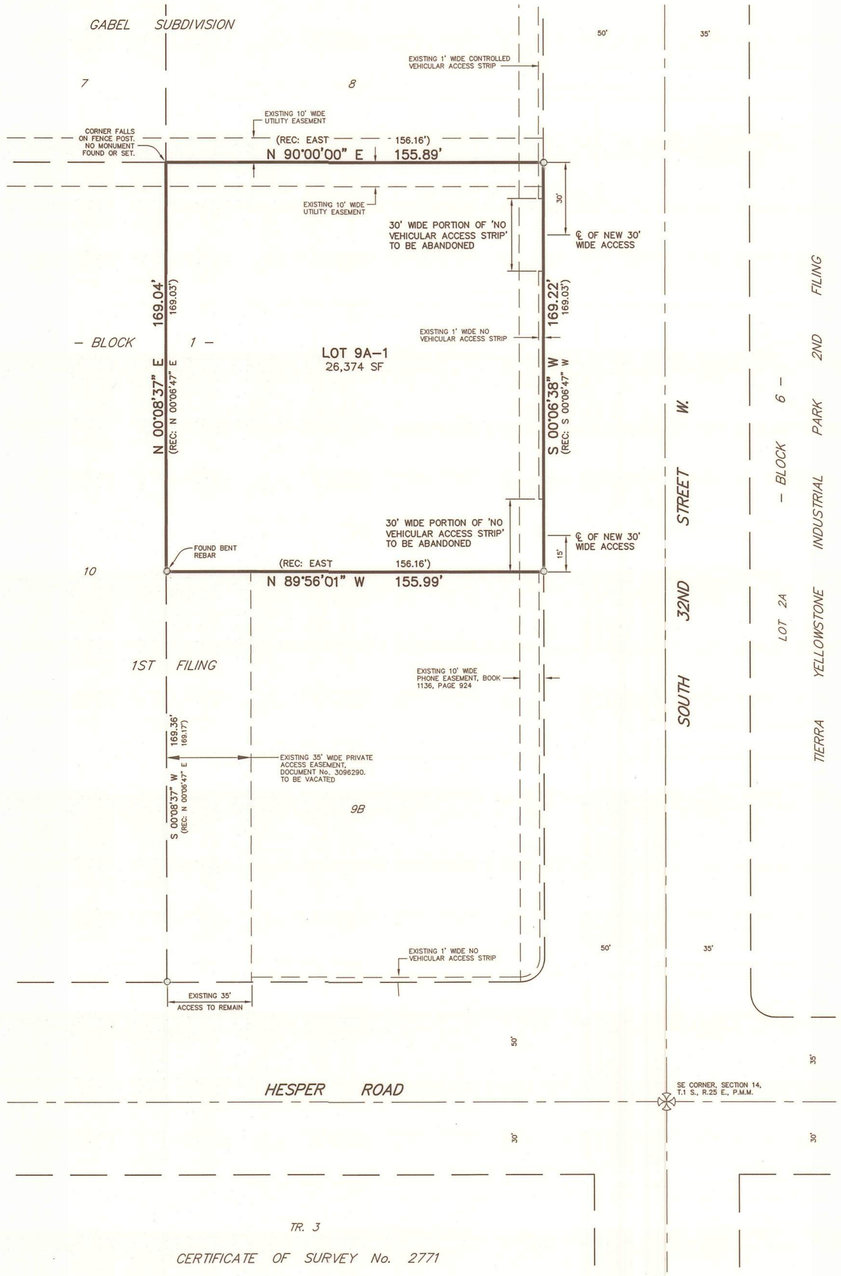
SITUATED IN THE SE1/4 OF SECTION 14, T. 1 S., R. 25 E., P.M.M. IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : RUSSELL CLARK

APRIL, 2023

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



THIS PLAT HAS BEEN PREPARED TO REVISE THE "NO VEHICULAR ACCESS STRIP" WITHIN ORIGINAL LOT 9A. NO ADDITIONAL LOTS ARE BEING CREATED WITH THIS PLAT

BASIS OF BEARING: PLAT OF AMENDED LOT 9, BLOCK 1, GABEL SUBDIVISION, 1ST FILING

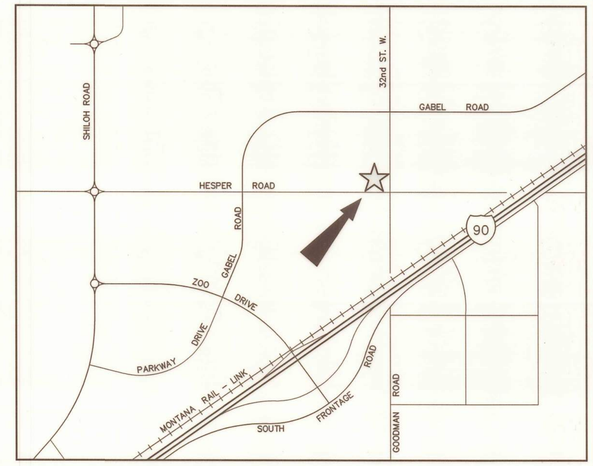
○ FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "ENGINEERING INC", OR AS NOTED

REC: PLAT OF AMENDED LOT 9, BLOCK 1, GABEL SUBDIVISION, 1ST FILING, DOCUMENT No. 3096289

NORTH

30 15 0 30 60

SCALE:1" = 30'



VICINITY MAP
NOT TO SCALE

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
: ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing AMENDED PLAT OF LOT 9A OF PLAT OF THE AMENDED LOT 9, BLOCK 1, GABEL SUBDIVISION, 1ST FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved and accepted.

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

CITY OF BILLINGS, MONTANA

By: _____ Attest: _____
Mayor City Clerk

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting.

Date: _____

_____
Examining Land Surveyor

CERTIFICATE OF CITY ATTORNEY

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

Date: _____

Reviewed by: _____

CERTIFICATE OF COUNTY TREASURER

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

Date: _____
Yellowstone County Treasurer

By: _____
Deputy

EASEMENT VACATION

Document No.: _____

RECIPROCAL ACCESS EASEMENT

Document No.: _____

PURPOSE OF SURVEY: REVISE "NO ACCESS STRIP"

The undersigned owners do hereby certify that the purpose of this survey is to revise the "1' WIDE NO VEHICULAR ACCESS STRIP" as shown on the Plat of Amended Lot 9, Block 1, Gabel Subdivision, 1st Filing, recorded under Document No. 3096289, and the Plat of Gabel Subdivision, 1st Filing, recorded under Document No. 1196229, in the office of the clerk & recorder of Yellowstone County, Montana; no new or additional tracts are being created.

Therefore this survey is exempt from review as a subdivision pursuant to Section 76-3-404(1)(c), M.C.A. to "discloses evidence to suggest alternate locations of lines or points".

This survey is not subject to review by the Department of Environmental Quality pursuant to ARM 17.36.605(2)(b)(i)&(ii) for "a parcel that has a previous approval issued under Title 76, chapter 4, part 1, M.C.A.".

Russell C. Clark, Jr. Leslie M. Clark

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 8th day of June, 2023, before me, the undersigned Notary Public for the State of Montana, personally appeared Russell C. Clark, Jr. and Leslie M. Clark, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana

BRITTANY CECIL NOTARIAL SEAL STATE OF MONTANA

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

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
: ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of April 2023, a survey was performed under his supervision of a tract of land situated in the SE1/4 of Section 14, T. 1 S., R. 25 E., P.M.M. in the City of Billings, Yellowstone County, being more particularly described as follows, to wit:

Lot 9A of Plat of Amended Lot 9, Block 1, Gabel Subdivision, 1st Filing, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, according to Document No. 3096289.

That the monuments found and set are of the character and occupy the positions shown hereon, that said survey and the plat hereof shows true and correct dimensions and that the plat conforms with the work on the ground.

SANDERSON STEWART

By: _____

Montana License No. 18972LS

Date: June 8, 2023

MONTANA MICHAEL DEAN BERTRAM 18972 LICENSED PROFESSIONAL LAND SURVEYOR

Return to:
Russell Clark
5140 Niagra Falls Loop
Billings MT 59106

DECLARATION OF VACATION OF EASEMENT

This Reciprocal Easement Declaration is made this 8th day of June, 2023, by **Russell C. Clark, Jr.** and **Leslie M. Clark**, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Lots 9A & 9B were created with the Plat of Amended Lot 9, Block 1, Gabel Subdivision, 1st Filing, recorded on July 12, 2000, under Document No. 3096289 in the office of the Clerk and Recorder of Yellowstone County, Montana; and

WHEREAS, an easement to provide private access to said Lot 9A was recorded under Document No. 3096290; and

WHEREAS, the Declarants acquired title to said Lots 9A and 9B by a quit claim deed, recorded on July 7, 2000, under Document No. 3436306; and

WHEREAS, a building was constructed within said Lot 9B in 2008 over a portion of said easement, rendering it unusable for access to said Lot 9A; and

WHEREAS, said Declarants desire to create a reciprocal access easement to benefit both said Lots 9A and 9B, thus superseding and replacing said private access easement.

NOW THEREFORE, by this declaration, the Declarants do hereby vacate, release, and remise said private access easement as recorded under Document No. 3436306, rendering it null & void and without further cause or effect.

"OWNERS"

Russell C. Clark, Jr.

Leslie M. Clark

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 8th day of June, 2023, before me, the undersigned Notary Public for the State of Montana, personally appeared Russell C. Clark, Jr. and Leslie M. Clark, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana

BRITTANY CECIL NOTARIAL SEAL STATE OF MONTANA

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

P:\79129.90\Legal\Vacation_of_Esmt.docx (6\05\23) MDB

Return to:
Russell Clark
5140 Niagra Falls Loop
Billings MT 59106

DECLARATION OF RECIPROCAL ACCESS EASEMENT

This Reciprocal Easement Declaration is made this 8th day of 6/8 June, 2023, by **Russell C. Clark, Jr.** and **Leslie M. Clark**, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, the Declarants are the owners of Lots 9A and 9B in Block 1 of Gabel Subdivision, 1st Filing, in the City of Billings, Yellowstone County, Montana, according to the quit claim deed, recorded under Document No. 3436306 in the office of the Clerk and Recorder of said County; and

WHEREAS, the Declarants desire to create a certain reciprocal easement and covenants hereafter described, which said easement shall run with the land, and shall be binding upon the Declarants, the present owners of said lots and shall inure for the benefit of all owners of said lots, their heirs and assigns, including the Declarants, their heirs and assigns.

NOW THEREFORE, in consideration of the premises, the Declarants do hereby declare the following easement over, on, and across the following described land:

> Lots 9A and 9B of the Plat of Amended Lot 9, Block 1, Gabel Subdivision, 1st Filing, according to the plat thereof on file of record in the office of the Clerk and Recorder of said County, under Document No. 3096289.

Said easement shall be for the benefit of each of said lots, and the owners thereof, their heirs and assigns, and each of said lots shall be servient to the easement hereby created, and said easement shall be deemed appurtenant to the lot on which said easement exists, as follows:

1. An easement common to said lots for the purpose of ingress and egress for vehicular and pedestrian traffic as well as parking of motor vehicles by the owners of said lots, their employees, invitees and licensees.

The above easement for parking, ingress and egress shall inure for the benefit, reciprocally, of the lots described, and shall be deemed to run with the land, and shall further inure for the benefit of the present and future owners of said lots, and all of said future owners, their heirs and assigns, shall be subject to the aforesaid easement. Said easement shall and may be used in common by the owners of the lots, their invitees, and licensees, without any segregation of said easement because same are located over and on any particular lot, and all owners, invitees and licensees of all owners, shall have the right to parking, ingress and egress on the lands designated regardless of whether or not such owner, his invitees or licenses, are using such easement on land owned by such owner, or on lands owned by any other owners.

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

"DECLARANTS"

Russell C. Clark, Jr.

Leslie M. Clark

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 8th day of June, 2023, before me, the undersigned Notary Public for the State of Montana, personally appeared Russell C. Clark, Jr. and Leslie M. Clark, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana

BRITTANY CECIL NOTARIAL SEAL STATE OF MONTANA

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

City Council Regular

Date:	07/10/2023
Title:	Resolution Amending prior DNRC Bond Resolutions and Bond Resolution for 2023A Water System Revenue Bonds
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	WO19-12

RECOMMENDATION

Staff recommends City Council approve the resolution amending the prior DNRC bond resolutions, and the bond resolution for 2023A Water System Revenue bond.

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

The City is amending the covenants with DNRC and the Montana Department of Environmental Quality. The resolution authorizes the additional bonds and states that the bonds are not secured by the reserve account.

On April 10, 2023, the Council approved the resolution authorizing the issuance and sale of bonds for the West End Reservoir. The City obtained a Moody's rating of Aa3, which attracted a large number of bidders. Sixteen bids were received and tabulated by Baker Tilley, the City's financial advisor to determine the lowest interest rate. The winning bid was submitted by BofA Securites with a true interest cost of 3.64%

ALTERNATIVES

There are no viable alternatives because an agreement has been made with BofA Securites to purchase the bond.

FISCAL EFFECTS

The term of the bond is 20 years with a true interest rate of 3.64%. The debt payments will be paid from the revenues collected by Public Works.

Attachments

DNRC
bond resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. [_____], entitled: "RESOLUTION AMENDING AND RESTATING RESOLUTION NOS. 05-18329, 09-18852, 09-18869, 10-18964, 12-19209, 12-19228, 14-10351 AND 15-10443 RELATED TO THE CITY'S WATER SYSTEM REVENUE BONDS" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on July 10, 2023, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____ _____; voted against the same: _____ _____; abstained from voting thereon: _____ _____; or were absent: _____.

WITNESS my hand officially this 10th day of July, 2023.

_____
City Clerk

AMENDED AND RESTATED WATER SYSTEM REVENUE BOND RESOLUTION

RESOLUTION AMENDING AND RESTATING
RESOLUTION NOS. 05-18329, 09-18852, 09-18869, 10-18964, 12-19209, 12-19228, 14-10351
AND 15-10443 RELATED TO THE CITY'S WATER SYSTEM REVENUE BONDS

CITY OF BILLINGS, MONTANA

Adopted: July 10, 2023

TABLE OF CONTENTS

Page

RECITALS 1

ARTICLE I DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES 2

Section 1.1. Definitions.....2
Section 1.2. Other Rules of Construction 8
Section 1.3. Appendices.....8

ARTICLE II THE BONDS.....9

Section 2.1. General Title 9
Section 2.2. General Limitations; Issuable in Series 9
Section 2.3. Terms of Particular Series.....9
Section 2.4. Form and Denominations of Particular Series 10
Section 2.5. Execution and Authentication.....10
Section 2.6. Priority of Payments 10
Section 2.7. Limited Liability 11

ARTICLE III OUTSTANDING SRF BONDS AND REPAYMENT OF PRIOR LOANS 11

Section 3.1. Issuance and Sale of the Outstanding SRF Bonds 11
Section 3.2. Terms 11
Section 3.3. Negotiability, Transfer and Registration.....11
Section 3.4. Execution and Delivery.....12
Section 3.5. Repayment of Prior Loans 12
Section 3.6. Additional Payments.....12
Section 3.7. Prepayments.....13
Section 3.8. Obligations of City Unconditional.....13

ARTICLE IV ADDITIONAL BONDS AND SUBORDINATE OBLIGATIONS 13

Section 4.1. General Provisions.....13
Section 4.2. Additional Bonds to Pay Costs of Projects.....14
Section 4.3. Additional Bonds for Refunding Purposes 15
Section 4.4. Subordinate Obligations.....15
Section 4.5. Notes 16

ARTICLE V WATER SYSTEM FUND.....16

Section 5.1. Bond Proceeds and Revenues Pledged and Appropriated 16
Section 5.2. Acquisition and Construction Account.....16
Section 5.3. Operating Account.....17
Section 5.4. Revenue Bond Account 17

Section 5.5. Reserve Account 18
Section 5.6. Replacement and Depreciation Account 19
Section 5.7. Surplus Account 19
Section 5.8. Subordinate Obligations Account 20
Section 5.9. Note Account 20
Section 5.10. Rebate Account 20
Section 5.11. Deposit and Investment of Funds 21

ARTICLE VI AGREEMENTS OF CITY 21

Section 6.1. Maintenance of System; Liens 21
Section 6.2. Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets 21
Section 6.3. Competing Service 22
Section 6.4. Property Insurance 22
Section 6.5. Books and Records 22
Section 6.6. The Handling of Funds 22
Section 6.7. Billing and Collections 23
Section 6.8. Rate Covenant 23
Section 6.9. Representations and Covenants of the City to the DNRC and DEQ 23

ARTICLE VII SUPPLEMENTAL RESOLUTIONS 23

Section 7.1. General 23
Section 7.2. Consent of Holders 24
Section 7.3. Notice 24
Section 7.4. Manner of Consent 24

ARTICLE VIII REMEDIES 25

ARTICLE IX DEFEASANCE 25

Section 9.1. General 25
Section 9.2. Maturity 25
Section 9.3. Prepayment 26
Section 9.4. Escrow 26

ARTICLE X MISCELLANEOUS 26

Section 10.1. Severability 26
Section 10.2. Applicable Law 26
Section 10.3. No Liability of Individual Officers, Directors or Council Members 26
Section 10.4. Payments and Performance on Business Days 26

ARTICLE XI REPEALS AND EFFECTIVE DATE 27

Section 11.1. Repeal 27
Section 11.2. Effective Date 27

APPENDIX A — Description of the Prior Projects A-1
APPENDIX B — Representations and Covenants to DNRC and DEQ B-1
APPENDIX C — Specimen Series 2005 Bond C-1
APPENDIX D — Specimen Series 2009B Bond D-1
APPENDIX E — Specimen Series 2009C Bond E-1
APPENDIX F — Specimen Series 2009D Bond F-1
APPENDIX G — Specimen Series 2010B Bond G-1
APPENDIX H — Specimen Series 2012 Bond H-1
APPENDIX I — Specimen Series 2014 Bond I-1
APPENDIX J — Specimen Series 2015 Bond J-1

RESOLUTION NO. [_____]

RESOLUTION AMENDING AND RESTATING RESOLUTION NOS. 05-18329, 09-18852, 09-18869, 10-18964, 12-19209, 12-19228, 14-10351 AND 15-10443 RELATED TO THE CITY'S WATER SYSTEM REVENUE BONDS

WHEREAS, the City of Billings, Montana (the "City"), pursuant to authority conferred by Montana Code Annotated, Title 7, Chapter 13, Parts 42 and 43 and Title 7, Chapter 7, Part 44, as amended, has established and presently owns and operates a municipal water system; and

WHEREAS, under provisions of Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended (the "Act"), the City is authorized to sell and issue its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a municipal water system and to issue refunding bonds to refund bonds issued for such purposes, provided that the bonds and the interest thereon are to be payable solely out of the income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by such water system, and are not to create any obligation for the payment of which taxes may be levied, except to pay for services provided by the water system to the City; and

WHEREAS, pursuant to such authority and Resolution No. 05-18329, adopted by the City Council of the City on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209, 12-19228, 14-10351, and 15-10443, adopted July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012, October 22, 2012, April 14, 2014, and April 13, 2015, respectively (collectively, the "Prior Resolution"), the City has issued from time to time its Water System Revenue Bonds, of which its Series 2005 Bond, Series 2009B Bond, Series 2009C Bond, Series 2009D Bond, Series 2010B Bond, Series 2012 Bond, Series 2014 Bond, and Series 2015 Bond (each, as hereinafter defined), are currently outstanding and held by the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"); and

WHEREAS, the City desires to amend the Prior Resolution to, among other things, clarify those covenants that are solely for the benefit of the DNRC and the Montana Department of Environmental Quality, provide that the City may issue Bonds that are not secured by the Reserve Account, and provide that the City may use a Surety Bond in substitution for or to fund all or a portion of the Reserve Requirement on deposit in the Reserve Account, and the City has determined that it is more convenient and efficient for the City to amend and restate the Prior Resolution in its entirety; and

WHEREAS, the City reserved the right to amend the Prior Resolution with the written consent of the DNRC, and the DNRC has consented in writing to the amendment and restatement of the Prior Resolution as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA THAT THIS RESOLUTION SHALL AMEND, RESTATE AND SUPERSEDE THE PRIOR RESOLUTION IN ITS ENTIRETY AS FOLLOWS:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

Section 1.1. Definitions. In this Resolution, unless a different meaning clearly appears from the context:

"Accountant" or "Accountants" means an independent certified public accountant or a firm of independent certified public accountants selected by the City and, so long as any SRF Bonds are Outstanding, reasonably satisfactory to the DNRC.

"Acquisition and Construction Account" means the account within the Water System Fund established pursuant to Sections 5.1 and 5.2.

"Act" means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended.

"Additional Bonds" means any Bonds hereafter issued pursuant to Sections 4.1, 4.2 and 4.3 of this Resolution.

"Administrative Expense Surcharge" means, with respect to each Outstanding SRF Bond, the surcharge by that name charged by the DNRC to the City, if any, at the rate per annum set forth in the Outstanding SRF Bond and payable by the City on the same dates that payments of interest on such Outstanding SRF Bond are due.

"Bond Counsel" means any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, selected by the City; provided that so long as any SRF Bonds are Outstanding, such Bond Counsel shall be reasonably acceptable to the DNRC.

"Bond Register" means the registration books to be maintained by the Registrar with respect to any series of Bonds.

"Bonds" means the Outstanding SRF Bonds and any Additional Bonds.

"Business Day" means any day which is not a Saturday or Sunday, a legal holiday in the State or a day on which banks in Montana are authorized or required by law to close.

"City" means the City of Billings, Montana, or any permitted successor or assign.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral Documents" means, with respect to any Outstanding SRF Bonds, any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the City under this Resolution and the Outstanding SRF Bonds. If no Collateral Documents secure such obligations, any reference to Collateral Documents in this Resolution shall be without effect.

"Consultant" means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is

qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the System or any Project, selected by the City and, so long as any SRF Bonds are Outstanding, reasonably satisfactory to the DNRC.

"Council" means the City Council of the City.

"DEQ" means the Department of Environmental Quality of the State of Montana, an agency of the State, or any successor to its powers, duties and obligations under the State Act or the EPA Agreements.

"DNRC" means the Department of Natural Resources and Conservation of the State of Montana, an agency of the State, and any successor to its powers, duties and obligations under the State Act.

"EPA" means the Environmental Protection Agency, an agency of the United States of America, and any successor to its functions under the Safe Drinking Water Act.

"EPA Agreements" means all capitalization grant agreements and other written agreements between the DEQ, DNRC and the EPA concerning the Program.

"EPA Capitalization Grant" means a grant of funds to the State by the EPA under Section 1452 of the Safe Drinking Water Act.

"Fiscal Year" means the period commencing on the first day of July of any year and ending on the last day of June of the next calendar year, or any other twelve-month period authorized by law and specified by this Council as the City's Fiscal Year.

"Government Obligations" means direct obligations of or obligations the principal and interest on which are fully and unconditionally guaranteed as to payment by the United States of America, or money market funds invested in such obligations, which are not subject to redemption or prepayment other than at the option of the holder thereof.

"Governmental Unit" means governmental unit as such term is used in Section 145(a) of the Code.

"Gross Revenues" means all revenues and receipts from rates, fees, charges and rentals imposed for connections with and for the availability, benefit and use of the System and from any sales of property which is a part of the System and all income received from the investment of such revenues and receipts, including interest earnings on the Operating Account, the Reserve Account, the Replacement and Depreciation Account and the Surplus Account, but excluding any special assessments or taxes levied for construction of any part of the System and the proceeds of any grant or loan from the State or the United States, and any investment income thereon, to the extent such exclusion is a condition to such grant or loan.

"Holder" means the Person in whose name a Bond is registered in the Bond Register.

"Indenture" means, with respect to any Outstanding SRF Bond, the Indenture of Trust, dated as of May 1, 1998, between the Board of Examiners of the State and the Trustee, as such

may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the State Bonds are to be or have been issued.

"Loan Loss Reserve Surcharge" means, with respect to each Outstanding SRF Bond, the surcharge by that name charged by the DNRC to the City, if any, at the rate per annum set forth in the Outstanding SRF Bond and payable by the City on the same dates that payments of interest on such Outstanding SRF Bond are due.

"Net Revenues" means the Gross Revenues for a specified period less the Operating Expenses for the same period.

"Note Account" means the account within the Water System Fund established pursuant to Sections 5.1 and 5.9.

"Notes" means all Notes issued pursuant to Section 4.5.

"Operating Account" means the account within the Water System Fund established pursuant to Sections 5.1 and 5.3.

"Operating Expenses" means the current expenses, paid or accrued, of operation, maintenance and current repair of the System and its facilities, as calculated in accordance with sound accounting practices, and shall include, without limitation, administrative expenses of the City relating solely to the System, premiums for insurance on the properties thereof, labor and the cost of materials and supplies used for current operation and for maintenance, and charges for the accumulation of appropriate reserves for current expenses which are not recurrent monthly but may reasonably be expected to be incurred in accordance with sound accounting practices. Operating Expenses shall not include interest expense or depreciation, renewals or replacements of capital assets of the System and shall not include any portion of the salaries or wages paid to any officer or employee of the City, except such portion as shall represent reasonable compensation for the performance of duties necessary to the operation of the System.

"Operating Reserve" means the reserve to be maintained in the Operating Account as required by Section 5.3.

"Outstanding" means, with reference to Bonds or Notes, as of the date of determination, all Bonds theretofore issued and delivered under this Resolution except:

(a) Bonds or Notes theretofore cancelled by the City or delivered to the City cancelled or for cancellation;

(b) Bonds or Notes and portions of Bonds or Notes for whose payment or redemption money or Government Obligations (as provided in Section 9.4) shall have been theretofore deposited in trust for the Holders of such Bonds or Notes; provided, however, that if such Bonds or Notes are to be redeemed, notice of such redemption shall have been duly given pursuant to this Resolution or irrevocable instructions to call such Bonds or Notes for redemption at a stated Redemption Date shall have been given by the City; and

(c) Bonds or Notes in exchange for or in lieu of which other Bonds or Notes shall have been issued and delivered pursuant to this Resolution;

provided, however, that in determining whether the Holders of the requisite principal amount of Outstanding Bonds have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds owned by the City shall be disregarded and deemed not to be Outstanding.

"Outstanding SRF Bonds" means the Outstanding Series 2005 Bond, Series 2009B Bond, Series 2009C Bond, Series 2009D Bond, Series 2010B Bond, Series 2012 Bond, Series 2014 Bond, and Series 2015 Bond issued to the DNRC under the Program.

"Person" means any Private Person or Public Entity.

"Prior Loan" means any loan made to the City by the DNRC evidenced by an Outstanding SRF Bond to provide funds to pay all or a portion of the costs of a Prior SRF Project under the Program.

"Prior Projects" means the Projects financed with proceeds of the SRF Bonds Outstanding on the date hereof, each as described in Appendix A hereto.

"Prior Resolution" means Resolution No. 05-18329, adopted by the City Council of the City on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209, 12-19228, 14-10351, and 15-10443, adopted July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012, October 22, 2012, April 14, 2014, and April 13, 2015, respectively, respectively.

"Private Person" means an individual, corporation, partnership, association, joint venture, limited liability company, limited liability partnership, joint stock company, trust or unincorporated organization, except a Public Entity.

"Program" means the Drinking Water State Revolving Loan Program established by the State Act or any succeeding program established by the State.

"Project" means the designing, engineering, acquiring, constructing, installing, improving, or enlarging the System, or any part thereof.

"Public Entity" means a State agency, municipality, city, county, school district, political or administrative subdivision of State government, irrigation district, county water and sewer district or other public body established by State law.

"Rebate Account" means the account within in the Water System Fund established pursuant to Sections 5.1 and 5.10.

"Redemption Date" means, with respect to any Bond, Note or Subordinate Obligation to be redeemed, the date on which it is to be redeemed.

"Registrar" means, with respect to any Outstanding SRF Bond, the Registrar appointed pursuant to Section 3.3 or, with respect to a series of Additional Bonds, the Registrar appointed pursuant to the Supplemental Resolution authorizing the issuance of such Additional Bonds.

"Regulations" means the Treasury Regulations promulgated under the Code.

"Replacement and Depreciation Account" means the account within the Water System Fund established pursuant to Sections 5.1 and 5.6.

"Reserve Account" means the account within the Water System Fund established pursuant to Sections 5.1 and 5.5.

"Reserve Requirement" means, as of the date of calculation, an amount equal to one-half of the sum of the highest amount of principal of and interest payable on Outstanding Bonds secured by the Reserve Account in the current or any future fiscal year (giving effect to any Sinking Fund Payment Dates, if any, with respect to any series of Bonds).

"Resolution" means this Resolution as it may from time to time be amended or supplemented in accordance with its terms.

"Revenue Bond Account" means the account within the Water System Fund established pursuant to Sections 5.1 and 5.4.

"Safe Drinking Water Act" means Title XIV of the Public Health Service Act, commonly known as the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., as amended, and all regulations, rules and interpretations issued by the EPA thereunder.

"Series 2005 Bond" means the First Amended and Restated Water System Revenue Bond (DNRC Drinking Water Revolving Loan Program), Series 2005, Outstanding as of July 20, 2023 in the principal amount of $1,653,000.

"Series 2009B Bond" means the Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009B, Outstanding as of July 20, 2023 in the principal amount of $104,000.

"Series 2009C Bond" means the First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009C, Outstanding as of July 20, 2023 in the principal amount of $934,000.

"Series 2009D Bond" means the First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009D, Outstanding as of July 20, 2023 in the principal amount of $2,270,000.

"Series 2010B Bond" means the First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2010B, Outstanding as of July 20, 2023 in the principal amount of $873,000.

"Series 2012 Bond" means the Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2012, Outstanding as of July 20, 2023 in the principal amount of $1,453,000.

"Series 2014 Bond" means the Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2014, Outstanding as of July 20, 2023 in the principal amount of $3,650,000.

"Series 2015 Bond" means the Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2015, Outstanding as of July 20, 2023 in the principal amount of $2,124,000.

"Sinking Fund Payment Date" means a date set forth in any applicable provision of this Resolution or a Supplemental Resolution for the making of a mandatory principal payment for the redemption of a Term Bond.

"SRF Bonds" means the Bonds issued by the City to the DNRC under the Program.

"State" means the State of Montana.

"State Act" means Montana Code Annotated, Title 75, Chapter 6, Part 2, as amended from time to time.

"State Bonds" means the State's General Obligation Bonds (Drinking Water State Revolving Fund Program), issued or to be issued pursuant to the Indenture. In the event the State Bonds are refunded, all references in this Resolution to State Bonds shall be deemed to refer to the refunding bonds, or in the case of a crossover refunding, to the State Bonds and such refunding bonds. In the event the State Bonds are refunded by an issue of bonds other than State Bonds, all references in this Resolution to the State Bonds shall be deemed to refer to such other bonds or, in the case of a crossover refunding, both the State Bonds and such other bonds.

"Stated Maturity" means, with respect to any Bond, Note, Subordinate Obligation or other obligation, the date specified in such obligation as the fixed date on which the principal of such obligation is due and payable.

"Subordinate Obligations" means any bonds, notes or obligations of the City issued on a subordinate basis to the Bonds as to Net Revenues pursuant to Section 4.4.

"Subordinate Obligations Account" means the account within the Water System Fund established pursuant to Sections 5.1 and 5.8.

"Supplemental Resolution" means any resolution supplemental to or amendatory of this Resolution adopted in accordance with the requirements of Article VIII.

"Surety Bond" means a surety bond issued for the Reserve Account by an insurance company initially rated in one of the two highest rating categories by Fitch, Inc., Moody's Investors Service, Inc., or S&P Global, Inc., or any successors thereto.

"Surplus Account" means the account within the Water System Fund established pursuant to Sections 5.1 and 5.7.

"Surplus Net Revenues" means that portion of the Net Revenues in excess of the current requirements of the Revenue Bond Account and the Reserve Account.

"System" means the existing municipal water system of the City and all extensions, improvements and betterments thereof hereafter constructed and acquired, including, without limitation, each Project.

"Term Bond" means any Bond for the payment of the principal of which mandatory payments are required by this Resolution or Supplemental Resolution to be made at times and in amounts sufficient to redeem all or a portion of such Bond prior to its Stated Maturity.

"Trustee" means U.S. Bank Trust Company, National Association, or any successor trustee under the Indenture.

"Water System Fund" means the Water System Fund established pursuant to Section 5.1.

Section 1.2. Other Rules of Construction. For all purposes of this Resolution, except where the context clearly indicates otherwise:

(a) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted government accounting standards.

(b) Terms in the singular include the plural and vice versa.

(c) All references to time shall refer to Helena, Montana time, unless otherwise provided herein.

(d) All references to mail shall refer to first-class mail postage prepaid.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) "Or" is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

Section 1.3. Appendices. Attached to this Resolution and hereby made a part hereof are the following Appendices:

(a) Appendix A: Description of the Prior Projects.

(b) Appendix B: Representations and Covenants to DNRC and DEQ.

ARTICLE II

THE BONDS

Section 2.1. General Title. The general title of the Bonds of all series shall be "Water System Revenue Bonds." Bonds of each series shall be titled so as to distinguish them from Bonds of all other series.

Section 2.2. General Limitations; Issuable in Series. The aggregate principal amount of Bonds that may be authenticated and delivered and Outstanding under this Resolution is not limited, except as provided in Article IV or any Supplemental Resolution under which any series of Bonds is issued and except as may be limited by law.

The Bonds may be issued in series as from time to time authorized by the Council. With respect to the Bonds of any particular series, the City may incorporate in or add to the general title of such Bonds any words, letters or fixtures designed to distinguish that series.

The Bonds shall be special, limited obligations of the City. Principal of, premium, if any, and interest on the Bonds shall be payable solely from Net Revenues (other than to the extent payable out of proceeds of the Bonds). The Bonds shall not be or constitute a pledge of the general credit or taxing powers of the City of any kind whatsoever. Neither the Bonds nor any of the agreements or obligations of the City contained herein shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory limitations or provisions.

If the Stated Maturity for the payment of any interest on or principal of any Bond or if any Redemption Date or Sinking Fund Payment Date shall be a day which is not a Business Day, then such payment may be made on the next succeeding Business Day, with the same force and effect as if made on such Stated Maturity, Redemption Date or Sinking Fund Payment Date (whether or not such next succeeding Business Day occurs in a succeeding month).

Section 2.3. Terms of Particular Series. Each series of Bonds (except the Outstanding SRF Bonds, which were created under the Prior Resolution and which exist and are confirmed and ratified pursuant to this Resolution) shall be created by a Supplemental Resolution. The Bonds of each series (except the Outstanding SRF Bonds, which were created under the Prior Resolution and which exist and are confirmed and ratified pursuant to this Resolution) shall bear such date or dates, shall be payable at such place or places, shall have such Stated Maturities and Redemption Dates, shall bear interest at such rate or rates, from such date or dates, shall be payable in such installments and on such dates and at such place or places, and may be redeemable at such price or prices and upon such terms (in addition to the prices and terms herein specified for redemption of all Bonds) as shall be provided in the Supplemental Resolution creating that series, all upon such terms as the City may determine. The City shall state whether or not each series of Bonds is secured by the Reserve Account. The City may, at the time of the creation of any series of Bonds or at any time thereafter, make, and the Bonds of that series may contain provision for:

(a) a sinking, amortization, improvement or other analogous fund;

(b) limiting the aggregate principal amount of the Bonds of that series and of additional Bonds thereafter to be issued;

(c) exchanging Bonds of that series, at the option of the Holders thereof, for other Bonds of the same series of the same aggregate principal amount of a different authorized kind or authorized denomination or denominations; or

(d) registration, transfer and delivery.

Section 2.4. Form and Denominations of Particular Series. The form of the Bonds of each series (except the Outstanding SRF Bonds, which were created under the Prior Resolution and which exist and are confirmed and ratified pursuant to this Resolution) shall be established by the provisions of the Supplemental Resolution creating such series. The Bonds of each series shall be distinguished from the Bonds of other series in such manner as the City may determine.

The Bonds of each series shall be in such denominations as shall be provided in the Supplemental Resolution creating such series (except the Outstanding SRF Bonds, which were created under the Prior Resolution and which exist and are confirmed and ratified pursuant to this Resolution). In the absence of any such provision with respect to the Bonds of any particular series, the Bonds of such series shall be in the denomination of $5,000 or any integral multiple thereof of single maturities.

Section 2.5. Execution and Authentication. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor, and attested by the signature of the City Clerk (or other officers of the City authorized by Supplemental Resolution). The signature of any official may be facsimile, if permitted by applicable law. Any Bond bearing the manual or facsimile signature of an individual who was at any time an appropriate officer of the City shall be valid and sufficient for all purposes, regardless whether such individual held such office as of the date of sale, issue or delivery of such Bond. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on each Bond need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution and in accordance with the provisions hereof. The seal of the City need not be affixed to or imprinted on any Bond.

Section 2.6. Priority of Payments. All Bonds shall be secured, equally and ratably, by a first lien upon the Net Revenues of the System (the Gross Revenues being subject to the prior appropriation thereof to the Operating Account for the payment of Operating Expenses), without preference or priority of any one Bond over any other by reason of serial number, date of issue, series designation or otherwise; provided that if at any time the Net Revenues on hand in the Water System Fund are insufficient to pay principal and interest then due on all such Bonds, any and all Net Revenues and taxes then on hand shall be first applied pro rata toward payment of interest accrued on all Outstanding Bonds, and the balance, if any, shall be applied pro rata toward payment of the maturing principal of such Bonds; provided further, that only Bonds secured by the Reserve Account shall be payable from amounts therein or from amounts

transferred to the Revenue Bond Account from the Reserve Account in accordance with Sections 5.4 and 5.5.

Section 2.7. Limited Liability. All payments of principal of and interest on the Bonds (including the Outstanding SRF Bonds) and other payment obligations of the City hereunder shall be special, limited obligations of the City payable solely out of Net Revenues and shall not be payable out of any other revenues of the City. The obligations of the City under this Resolution and the Bonds (including the Outstanding SRF Bonds) shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. The taxing powers of the City are not pledged to pay principal of and interest on the Bonds (and Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, on the Outstanding SRF Bonds), and no funds or property of the City other than the Net Revenues are pledged to pay the principal of and interest on the Bonds (and Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, on the Outstanding SRF Bonds).

ARTICLE III

OUTSTANDING SRF BONDS AND REPAYMENT OF PRIOR LOANS

Section 3.1. Issuance and Sale of the Outstanding SRF Bonds. Each Outstanding SRF Bond was issued pursuant to the Act and the Prior Resolution as then in effect. Each Outstanding SRF Bond was issued and sold to the DNRC without public sale pursuant to Section 7-7-4433 of the Act. Each Outstanding SRF Bond is herein confirmed and ratified and is in full force and effect, and the Outstanding SRF Bonds shall henceforth be governed under and pursuant to this Resolution. Each Outstanding SRF Bond is and remains valid and enforceable in the respective form currently held by the DNRC.

Section 3.2. Terms. Each Outstanding SRF Bond is a single, fully registered bond, in the maximum principal amount, with the dated date and bearing interest at the rate set forth in the form of such Bond. The principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, on each Outstanding SRF Bond are payable on the same dates and in the same amounts as the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, on the corresponding Prior Loan are payable, as shown on Schedule B to each Outstanding SRF Bond. The City may prepay each Outstanding SRF Bond, in whole or in part, pursuant to Section 3.7.

Section 3.3. Negotiability, Transfer and Registration. Each Outstanding SRF Bond is fully registered as to both principal and interest, and is registered in the name of and payable to the DNRC. While so registered, principal of and interest on each Outstanding SRF Bond shall continue to be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1539 Eleventh Avenue, P.O. Box 201601, Helena, Montana 59620-1601, Attention: Conservation and Resource Development Division, or such other place as may be designated by the DNRC in writing and delivered to the City. Each Outstanding SRF Bond is a negotiable instrument, subject to the provisions for registration and transfer contained in this Section 3.3. No transfer of any Outstanding SRF Bond shall be valid unless and until (1) the

holder of such Outstanding SRF Bond, or his duly authorized attorney or legal representative, has executed the form of assignment appearing on such Outstanding SRF Bond, and (2) the City Finance Director, as registrar, transfer agent and paying agent (the "Registrar"), has duly noted the transfer on such Outstanding SRF Bond and recorded the transfer in the Bond Register. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. The City shall be entitled to deem and treat the Person in whose name an Outstanding SRF Bond is registered as the absolute owner of such Outstanding SRF Bond for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the City's liability upon such Outstanding SRF Bond to the extent of the sum or sums so paid.

Section 3.4. Execution and Delivery. Each Outstanding SRF Bond was executed on behalf of the City by the manual or facsimile signatures of the Mayor and the City Clerk. Each Outstanding SRF Bond was delivered to the DNRC, or its attorney or legal representative.

Section 3.5. Repayment of Prior Loans. The payments of principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, on the Prior Loans shall be due on the dates and in the amounts shown in Schedule B to the corresponding Outstanding SRF Bond. The portion of each such loan repayment consisting of principal, the portion consisting of interest and the amount of each Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, is set forth in Schedule B to the respective Outstanding SRF Bond.

Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, shall bear interest at the rate of ten percent (10.00%) per annum, until paid.

Any payment of principal, interest, Administrative Expense Surcharge or Loan Loss Reserve Surcharge under this Section 3.5 shall also be credited against the same payment obligation under the corresponding Outstanding SRF Bond.

Section 3.6. Additional Payments. The City shall pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, all reasonable expenses of the DNRC and the Trustee in connection with the Outstanding SRF Bonds, including, but not limited to:

(i) the cost of reproducing this Resolution, the Collateral Documents and the Outstanding SRF Bonds;

(ii) the fees and disbursements of Bond Counsel and other counsel utilized by the DNRC and the Trustee in connection with the Outstanding SRF Bonds and the enforcement thereof; and

(iii) all taxes and other governmental charges in connection with the execution and delivery of the Outstanding SRF Bonds or the Collateral Documents, whether or not the Outstanding SRF Bonds are then outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State's right, title and interest in and to the Outstanding SRF Bonds, the Collateral Documents and this Resolution (and

with the exceptions noted therein) and all expenses, including attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof or thereof.

Section 3.7. Prepayments. The City may not prepay all or any part of the outstanding principal amount of the Outstanding SRF Bonds unless (i) it obtains the prior written consent of the DNRC thereto, and (ii) no principal, interest or Administrative Expense Surcharge or Loan Loss Reserve Surcharge, if any, relating to such Bond is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If any Outstanding SRF Bond is prepaid in part pursuant to this Section 3.7, such prepayment shall be applied to principal payments in inverse order of maturity or, if requested by the City and agreed by the DNRC in its sole discretion, reamortized over the then-remaining term of the applicable Bond.

Section 3.8. Obligations of City Unconditional. The obligations of the City to make the payments required by this Resolution and the Outstanding SRF Bonds and to perform its other agreements contained in this Resolution, the Outstanding SRF Bonds and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The City (a) shall not suspend or discontinue any payments provided for in this Resolution and the Outstanding SRF Bonds, (b) shall perform all its other agreements in this Resolution, the Outstanding SRF Bonds and the Collateral Documents and (c) shall not terminate this Resolution, the Outstanding SRF Bonds or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Prior Projects or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the DNRC to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Resolution.

ARTICLE IV
ADDITIONAL BONDS AND SUBORDINATE OBLIGATIONS

Section 4.1. General Provisions. Additional Bonds may at any time and from time to time be issued, sold and delivered by the City but only upon compliance with the conditions of Sections 4.2 and 4.3, whichever may be applicable, and upon filing with the City Finance Director the following:

(i) A Supplemental Resolution authorizing the issuance of such series of Additional Bonds and fixing the amount and the details thereof and the sale thereof to the purchaser or purchasers named therein for the purchase price set forth therein. The Supplemental Resolution shall also state whether or not such series of Additional Bonds is secured by the Reserve Account.

(ii) A certificate executed by the Mayor and the City Finance Director stating that upon the issuance of such series of Additional Bonds, no default hereunder has

occurred and is continuing which would not be cured upon the issuance of such series of Additional Bonds and application of the proceeds thereof.

(iii) An opinion of Bond Counsel (who may rely on factual representations of the City and which opinion may be qualified by customary qualifications and exceptions) stating that:

(i) all conditions precedent provided for in this Resolution relating to the issuance and delivery of such series of Additional Bonds have been complied with, including any conditions precedent specified in this Section 4.1; and

(ii) the series of Additional Bonds when issued and delivered by the City will be valid and binding special, limited obligations of the City in accordance with their terms and entitled to the benefits of and secured by this Resolution.

Any Additional Bonds shall be dated, shall bear interest at a rate or rates, shall have Stated Maturities and may be subject to redemption at such times and prices and on such terms and conditions, all as may be provided by the Supplemental Resolution authorizing their issuance. All Additional Bonds issued pursuant to Sections 4.2 and 4.3 shall be payable and secured ratably and equally and on a parity as to both principal and interest with the Outstanding SRF Bonds and any Additional Bonds theretofore issued, entitled to the same benefits and security of this Resolution; provided, however, that only Bonds secured by the Reserve Account shall be payable from amounts therein or amounts transferred from the Reserve Account to the Revenue Bond Account pursuant to Sections 5.4 and 5.5.

Section 4.2. Additional Bonds to Pay Costs of Projects. Additional Bonds may be issued under this Section 4.2, at one time or from time to time, subject to the conditions provided in Section 4.1 and this Section 4.2, for the purpose of providing funds, with any other funds available and committed therefor, for paying the cost of one or more Projects and any expenses in connection with such financing.

Prior to the execution and delivery of any series of Additional Bonds under this Section 4.2, there shall be filed with the City Clerk a certificate executed by the Mayor and the City Finance Director stating that the Net Revenues of the System for the last complete Fiscal Year preceding the date of issuance of such Additional Bonds equaled at least 125% of the maximum amount of principal and interest payable from the Revenue Bond Account in any subsequent Fiscal Year during the term of the Outstanding Bonds, on all Bonds then Outstanding and on the Additional Bonds proposed to be issued. For the purpose of the foregoing computation, the Net Revenues for the Fiscal Year preceding the issuance of Additional Bonds shall be those shown by the financial reports caused to be prepared by the City for such Fiscal Year, except that if the rates and charges for services provided by the System have been changed since the beginning of such preceding Fiscal Year, then the rates and charges in effect at the time of issuance of the Additional Bonds or finally authorized to go into effect within 60 days thereafter shall be applied to the quantities of service actually rendered and made available during such preceding Fiscal Year to ascertain the Gross Revenues, from which there shall be deducted to determine the Net Revenues, the actual operation and maintenance cost plus any

additional annual costs of operation and maintenance which the Consultant estimates will be incurred because of the improvement or extension of the System to be constructed from the proceeds of the Additional Bonds proposed to be issued. In no event shall any Additional Bonds be issued and made payable from the Revenue Bond Account if the City is then in default in any payment of principal of or interest on any Outstanding Bonds payable therefrom or if there then exists any deficiency in the balances required by this Resolution to be maintained in any of the accounts of the Water System Fund, which will not be cured or restored upon the issuance of the Additional Bonds. In connection with the issuance of a series of Additional Bonds secured by the Reserve Account, the City shall cause amounts in the Reserve Account to be increased to the extent necessary, from the proceeds of the Additional Bonds, from Surplus Net Revenues and/or from Surety Bonds, to an amount equal to the Reserve Requirement.

Section 4.3. Additional Bonds for Refunding Purposes. Additional Bonds may be issued under this Section 4.3, at one time or from time to time, subject to the conditions provided in Section 4.1 and this Section 4.3, for the purpose of providing funds, with any other funds available and committed therefor, for paying at, or redeeming prior to, their Stated Maturities any Outstanding Bonds, including the payment of any redemption premium thereon and interest which will accrue on such Bonds to any Redemption Date or the Stated Maturities thereof, and any expenses in connection with such financing. Such Additional Bonds shall be designated substantially as the Bonds to be refunded, with the addition of the term "refunding."

Prior to the execution and delivery of any series of Additional Bonds under this Section 4.3, there shall be filed with the City Clerk:

(i) such documents as shall be required to show that provisions have been duly made in accordance with this Resolution for the redemption of all of the Outstanding Bonds to be refunded; and

(ii) a certificate executed by the Mayor and the City Finance Director or a report of a Consultant to the effect that (a) the proceeds (excluding accrued interest but including any premium) of the Additional Bonds plus any moneys to be withdrawn from the Revenue Bond Account and/or Reserve Account for such purpose, together with any other funds deposited for such purpose, will be not less than an amount sufficient to pay the redemption price on the Outstanding Bonds to be refunded, or (b) from such proceeds there shall be deposited in trust, Government Obligations which do not permit the redemption thereof at the option of the issuer, the principal of and the interest on which when due and payable (or redeemable at the option of the holder thereof) will provide, together with any other moneys which shall have been deposited in trust irrevocably for such purpose, but without reinvestment, sufficient moneys to pay such principal, redemption premium and interest.

If Additional Bonds are issued to refund Subordinate Obligations issued pursuant to Section 4.4, the conditions for the issuance of Additional Bonds pursuant to Section 4.2 must be satisfied in lieu of this Section 4.3.

Section 4.4. Subordinate Obligations. Nothing in this Resolution shall preclude the City from issuing additional obligations which are expressly made a charge on only the Surplus

Net Revenues of the System subordinate to the pledge of Net Revenues to the Revenue Bond and the Reserve Account and payable only from amounts in the Subordinate Obligations Account, subject to the prior claims of the Operating Account, Revenue Bond Account, Reserve Account and Note Account (such additional obligations, the "Subordinate Obligations"). No payment of principal or interest shall be made on any Subordinate Obligation if the City is then in default in the payment of principal of or interest on any Bond or if there is a deficiency in the Revenue Bond Account, the Operating Account or the Reserve Account.

Section 4.5. Notes. The City may from time to time issue Notes in anticipation of the issuance of Additional Bonds subject to the following conditions:

(a) The Additional Bonds in anticipation of which the Notes are issued, assuming a maximum rate of interest on such Bonds, shall be authorized to be issued under Section 4.2,

(b) The payment of principal and interest on the Notes from Net Revenues shall be subordinated to Outstanding Bonds and the principal of the Notes shall be payable solely from the proceeds of the Additional Bonds and other amounts then on hand in the Note Account, unless the City is unable to sell the Additional Bonds, in which case the Notes shall be exchanged for the Additional Bonds on a par-for-par basis bearing interest at the maximum rates assumed under subsection (a) of this Section 4.5, and

(c) The Notes shall have a Stated Maturity within 3 years from their date of issuance or such later Stated Maturity as may then be permitted under State law.

ARTICLE V

WATER SYSTEM FUND

Section 5.1. Bond Proceeds and Revenues Pledged and Appropriated. A special Water System Fund is hereby created and shall be maintained as a separate and special bookkeeping account on the official books of the City until all Bonds and interest and redemption premiums due thereon have been fully paid, or the City's obligations with reference to such Bonds have been discharged as provided in this Resolution. All proceeds of Bonds issued hereunder and all other funds presently on hand derived from the operation of the System are irrevocably pledged and appropriated to the Water System Fund. In addition, there are hereby irrevocably pledged and appropriated to the Water System Fund all Gross Revenues, which shall be apportioned monthly in accordance with this Article V. The Water System Fund shall be subdivided into separate accounts as designated and described in Sections 5.2 through 5.10, to segregate income and expenses received, paid and accrued for the respective purposes described in those sections.

Section 5.2. Acquisition and Construction Account. The City shall maintain an Acquisition and Construction Account in the Water System Fund. The Acquisition and Construction Account shall be used only to pay as incurred and allowed costs which under generally accepted accounting principles are capital costs of a Project and of such future constructions, improvements, betterments or extensions of the System as may be authorized in

accordance with law, including but not limited to payments due for work and materials performed and delivered under construction contracts, architectural, engineering, inspection, supervision, fiscal and legal expenses, the cost of lands and easements, reimbursement of any advances made from other City funds, and all other expenses incurred in connection with the acquisition, construction and financing of any such undertaking, including costs of issuance. To the Acquisition and Construction Account shall be credited as received all proceeds of Bonds, Notes and Subordinate Obligations issued hereunder (except proceeds appropriated to the payment of Outstanding Bonds, Notes or Subordinate Obligations and amounts required to be credited to the Revenue Bond Account or the Reserve Account), all other funds appropriated by the City for the System and any other funds appropriated by the City to the Acquisition and Construction Account for improvements to the System. Upon completion of a capital improvement or program of capital improvements for the System, the balance remaining in the Acquisition and Construction Account shall be credited to the Revenue Bond Account to the extent required to establish the required balance therein or as required by the Code and the Regulations and, to the extent not so required, to the Replacement and Depreciation Account.

Section 5.3. Operating Account. The City shall maintain an Operating Account in the Water System Fund. On each monthly apportionment there shall first be set aside and credited to the Operating Account, as a first charge on the Gross Revenues, such amount as may be required over and above the balance then held in the account to pay the reasonable and necessary Operating Expenses of the System which are then due and payable, or are to be paid prior to the next monthly apportionment. There shall also be credited to this account amounts to establish an Operating Reserve equal to the estimated Operating Expenses of the System over a 30-day period. The Operating Reserve shall be maintained by additional transfers upon each monthly apportionment whenever necessary, or may be augmented by transfers of additional amounts from the Replacement and Depreciation Account and the Surplus Account if determined by the governing body of the City to be necessary to meet contingencies arising in the operation and maintenance of the System. Money in the Operating Account shall be used solely for the payment of current Operating Expenses of the System.

Section 5.4. Revenue Bond Account. The City shall maintain a Revenue Bond Account in the Water System Fund. Upon each monthly apportionment there shall be set aside and credited to the Revenue Bond Account out of the Net Revenues an amount equal to not less than one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to Outstanding Bonds payable semiannually from the Revenue Bond Account. The City shall be entitled to reduce any monthly credit by the amount of any surplus previously credited and then on deposit in the Revenue Bond Account. Money from time to time held in the Revenue Bond Account shall be disbursed only to meet payments of principal of, premium, if any, and interest on the Bonds payable therefrom as such payments become due; provided that on any date when the amount then on hand in the Revenue Bond Account, plus the amount in the Reserve Account allocable to a series of Bonds, is sufficient with other moneys available for the purpose to pay or discharge all Bonds of that series and the interest accrued thereon in full, it may be used for that purpose. If any payment of principal or interest becomes due when money in the Revenue Bond Account is temporarily insufficient therefor, to the extent of such deficiency funds shall be advanced to the Revenue Bond Account out of any funds then on hand in the Reserve Account (but only to the extent such deficiency is with respect to Bonds secured by the Reserve Account), the

Replacement and Depreciation Account or the Surplus Account, in that order. Only Bonds secured by the Reserve Account shall be payable from funds transferred to the Revenue Bond Account from the Reserve Account in accordance with this Section 5.4.

Section 5.5. Reserve Account. The City shall maintain a Reserve Account in the Water System Fund.

(a) Upon each monthly apportionment, from the Net Revenues remaining after the apportionment to the Revenue Bond Account, the City shall credit to the Reserve Account such Net Revenues as may be required to establish and thereafter maintain the balance in an amount equal, as of the date of calculation, to the Reserve Requirement. Money in the Reserve Account shall be used only to pay maturing principal and interest on Outstanding Bonds secured by the Reserve Account when money within the Revenue Bond Account is insufficient therefor; provided that on any date when the balance then on hand in the Revenue Bond Account allocable to a series of Bonds secured by the Reserve Account, plus the balance then on hand in the Reserve Account allocable to such series of Bonds (exclusive of any Surety Bond), is sufficient with other money available to pay or discharge all Outstanding Bonds of that series and the interest accrued thereon in full, and the balance thereafter on hand in the Reserve Account will be at least equal to the Reserve Requirement for all Outstanding Bonds secured thereby and not to be discharged, it may be used for that purpose. If the balance in the Reserve Account exceeds the Reserve Requirement, the excess shall be transferred to the Revenue Bond Account for payment of Bonds secured by the Reserve Account.

(b) The City may elect to satisfy in whole or in part the Reserve Requirement with a Surety Bond. Any Surety Bond shall be valued at the amount available to be drawn thereon. At any time the Reserve Account contains both cash and a Surety Bond, the cash shall be used first to pay principal and interest due on the Bonds, to the extent money in the Revenue Bond Account is insufficient therefor, before any demand is made on the Surety Bond. In the event the Reserve Account contains more than one Surety Bond, any draw on the Surety Bonds to pay principal and interest on the Bonds shall be made on a *pro rata* basis.

If the balance in the Reserve Account is less than the Reserve Requirement, Net Revenues transferred to the Reserve Account shall be used first to reimburse the issuer of a Surety Bond *pro rata* based on the amounts drawn thereon (thereby remarketing the Surety Bond), second to replenish the cash in the Reserve Account such that the cash plus the amounts available to be drawn on any Surety Bond are equal to the Reserve Requirement, and third to pay the issuer of a Surety Bond for interest due on any amounts advanced under a Surety Bond. In the event the Reserve Account contains more than one Surety Bond, any reimbursement to the issuer of a Surety Bond shall be *pro rata* based on the amounts drawn thereon.

If funds are required to be drawn on a Surety Bond to pay principal or interest due on Bonds, the City shall deliver to the issuer of the Surety Bond a demand for payment under the terms of the applicable Surety Bond at least three days prior to the date on which funds are required to make such payment, and the City shall maintain adequate

records, verified with the issuer of the Surety Bond, as to the amount available to be drawn at any given time under the Surety Bond and as to amounts paid and owing to the issuer thereof under the terms of the Surety Bond.

Section 5.6. Replacement and Depreciation Account. The City shall maintain a Replacement and Depreciation Account in the Water System Fund. Upon each monthly apportionment, there shall next be set aside and credited to the Replacement and Depreciation Account, Surplus Net Revenues required for the accumulation of a reasonable allowance as the governing body of the City shall determine for depreciation of the System and for replacement or renewal of worn out, obsolete or damaged properties and equipment. Money in the Replacement and Depreciation Account shall be used only for the purposes above stated or, if so directed by the governing body of the City, to redeem Bonds which are prepayable according to their terms, to pay maturing principal, premium and interest when money within the Revenue Bond Account is insufficient therefor, to fund any deficiency in the Reserve Account, or to pay the cost of improvements to the System; provided that Surplus Net Revenues in the Replacement and Depreciation Account may be used to pay Subordinate Obligations as they come due in advance of payments required to be made into the Replacement and Depreciation Account subject to the prior lien on Net Revenues to pay any deficiency of the Revenue Bond Account and the Reserve Account, and provided that no default under this Resolution is then in effect.

Section 5.7. Surplus Account. The City shall maintain a Surplus Account in the Water System Fund. Any amount of the Surplus Net Revenues from time to time remaining after the above required applications thereof shall be credited to the Surplus Account (or such other account in the Water System Fund as the City may establish for bookkeeping purposes to account for Surplus Net Revenues in accordance with the purposes of this Resolution), and the money from time to time in that account, when not required to restore a current deficiency in the Operating Account, the Revenue Bond Account, the Reserve Account, the Note Account, the Replacement and Depreciation Account or the Subordinate Obligations Account, may be used for any of the following purposes and not otherwise:

(a) To redeem Bonds when and as such Bonds become prepayable according to their terms; or

(b) To purchase Bonds on the open market, whether or not the Bonds may then be prepayable according to their terms; or

(c) To be held as a reserve for redemption of Bonds which are not then but will later be prepayable according to their terms; or

(d) To be transferred to the Acquisition and Construction Account to pay costs authorized to be paid therefrom; or

(e) To pay for repairs of or for the construction and installation of improvements or additions to the System; or

(f) To pay Operating Expenses or to restore the Operating Reserve or increase the same when determined to be necessary by the governing body of the City; or

(g) To pay Notes or Subordinate Obligations; or

(h) To make payments of arbitrage rebate to the United States of America pursuant to Section 148(f) of the Code in respect of any series of Bonds.

No money shall at any time be transferred from the Surplus Account or any other account of the Water System Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, bonds or other obligations payable from other funds, except as provided in Section 5.11.

Section 5.8. Subordinate Obligations Account. The City shall maintain a Subordinate Obligations Account in the Water System Fund. If a Subordinate Obligation is outstanding, all Surplus Net Revenues remaining after the required credits to the Replacement and Depreciation Account pursuant to this Resolution may be credited to the Subordinate Obligations Account to the extent required to pay a Subordinate Obligation or otherwise necessary to cure a current deficiency therein, subject to the prior lien of the Revenue Bond Account and the Reserve Account. The City irrevocably appropriates to the Subordinate Obligations Account the proceeds of any Bonds issued to refund one or more Subordinate Obligations, as received and to the extent necessary for the payment of such Subordinate Obligations.

Amounts on deposit in the Subordinate Obligations Account shall be used solely to pay the principal of and interest on Subordinate Obligations made payable therefrom; provided that if on any date the balance in the Revenue Bond Account or the Reserve Account is less than then required, an amount equal to such deficiency will be transferred from the Subordinate Obligations Account. Upon payment or discharge of a Subordinate Obligation and upon the making of the credits to the Subordinate Obligations Account required in connection with any other Subordinate Obligations made payable therefrom, all surplus funds therein shall be transferred to the Surplus Account.

Section 5.9. Note Account. The City shall maintain a Note Account in the Water System Fund. If a Note is Outstanding, the City shall appropriate to the Note Account proceeds of the Bonds in anticipation of which the Note is issued, and Net Revenues remaining after the required credits to the Revenue Bond Account and the Reserve Account pursuant to this Resolution may be credited to the Note Account to the extent required to pay an Outstanding Note or otherwise necessary to cure a current deficiency therein, subject to the prior lien of the Revenue Bond Account and the Reserve Account.

Section 5.10. Rebate Account. The City shall maintain a Rebate Account in the Water System Fund. The City shall make deposits to and disbursements from the Rebate Account pursuant to one or more rebate certificates executed and delivered by the City in connection with the issuance of Bonds, and for such purposes may make transfers, in the following order of priority, from the Surplus Account and the Replacement and Depreciation Account, as necessary, to meet the requirements of the Rebate Account. The City shall invest the Rebate Account in accordance with the provisions of the rebate certificates and shall deposit income from such investments immediately upon receipt thereof in the Rebate Account.

Section 5.11. Deposit and Investment of Funds. The City Finance Director shall cause all money appropriated to the Water System Fund to be deposited as received with one or more depository banks duly qualified in accordance with the provisions of Montana Code Annotated, Section 7-6-201, in a deposit account or accounts. The balance in such accounts, except such portion thereof as shall be guaranteed by federal deposit insurance, shall at all times be secured to its full amount by bonds or securities of the types set forth in said Section 7-6-201. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Water System Fund as defined and authorized in this Resolution; except that money from time to time on hand in the Water System Fund may at any time, in the discretion of the governing body of the City, be invested in securities which are direct, general obligations of, or obligations the prompt payment of the principal of and the interest on which is fully and unconditionally guaranteed by, the United States of America, bank repurchase agreements with respect to such obligations, certificates of deposits of national banks having a combined capital and surplus of at least $1,000,000 or in the State short-term investment program administered by the Board of Investments, which investments mature and bear interest at the times and in the amounts estimated to be required to provide cash when needed for the purposes of the respective accounts; provided that funds on hand in the Reserve Account, the Replacement and Depreciation Account and the Surplus Account may be invested in said securities maturing not later than five years from the date of the investment; and provided, further, that money on hand in the Surplus Account may, in the discretion of the governing body of the City, be invested in any securities which are direct, general obligations of the City. Income received from the deposit or investment of moneys in said accounts shall be credited to the account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys in that account.

ARTICLE VI

AGREEMENTS OF CITY

Section 6.1. Maintenance of System; Liens. The City shall maintain the System in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto. The City shall not grant or permit to exist any lien on the Projects or any other property making up part of the System that is owned by the City, other than liens herein provided for; provided that this Section 6.1 shall not be deemed to be violated if a mechanic's or contractor's lien is filed against any such property so long as the City uses its best efforts to obtain the discharge of such lien and, so long as SRF Bonds are Outstanding, promptly reports to the DNRC the filing of such lien and the steps it plans to take and does take to discharge such lien.

Section 6.2. Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets. The City shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the City) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the City under this Resolution, the Outstanding Bonds and the Collateral Documents, and (a) such action does not result in any

default in the performance or observance of any of the terms, covenants or agreements of the City under this Resolution, the Outstanding Bonds and the Collateral Documents, (b) such action does not violate the Act, the State Act or the Safe Drinking Water Act and does not adversely affect the exclusion of interest on any Outstanding Bonds or State Bonds from gross income for federal income tax purposes, and (c) the City delivers to the Holders on the date of such action an opinion of Bond Counsel that such action complies with this Section 6.2. Other than pursuant to the preceding sentence, the City shall not transfer the System or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System.

Section 6.3. Competing Service. The City will not establish or authorize the establishment of any other system for the public supply of service or services in competition with any or all of the services supplied by the facilities of the System.

Section 6.4. Property Insurance. The City will cause all buildings, properties, fixtures and equipment constituting a part of the System to be kept insured with a reputable insurance carrier or carriers, qualified under the laws of the State, in such amounts as are ordinarily carried, and against loss or damage by such hazards and risks as are ordinarily insured against, by public bodies owning and operating properties of a similar character and size; provided that if at any time the City is unable to obtain insurance, it will obtain insurance in such amounts and against risks as are reasonably obtainable. The proceeds of all such insurance shall be available for the repair, replacement or reconstruction of damaged or destroyed property, and until paid out in making good such loss or damage, are pledged as security for the Outstanding Bonds. All insurance proceeds received in excess of the amount required for restoration of the loss or damage compensated thereby shall be and become part of the revenues appropriated to the Water System Fund. If for any reason insurance proceeds are insufficient for the repair, replacement and reconstruction of the insured property, the City shall supply the deficiency from revenues on hand in the Replacement and Depreciation Account and the Surplus Account.

Section 6.5. Books and Records. The City will cause proper and adequate books of record and account to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the System, the Net Revenues derived from its operation, and the segregation and application of the Net Revenues in accordance with this Resolution, in such reasonable detail as may be determined by the City in accordance with generally accepted accounting practice and principles. It will cause such books to be maintained on the basis of a Fiscal Year.

Section 6.6. The Handling of Funds. The employees of the City, under the direction and control of the City Finance Director, shall keep books of accounts and collect the rates, charges and rentals for the services and facilities provided by the System and for other money currently receivable on account thereof. All money collected with respect to the System shall be deposited as received with the Finance Director. The Finance Director shall be bonded at all times with a surety company authorized to do business in the State, in the amount of at least $100,000, to assure the faithful carrying out of such duties, which requirement may be satisfied by a blanket bond covering other City employees as well as the Finance Director.

Section 6.7. Billing and Collections. The City covenants to impose rates and charges for the use and benefit of the System. The City shall charge for services provided by the System in accordance with the rules and regulations of the City and State law, and shall enforce collections in accordance with the City's policies and procedures.

Section 6.8. Rate Covenant. While any Bonds are Outstanding and unpaid, the rates, charges and rentals for all services and facilities furnished and made available by the System to the City and its inhabitants, and to all customers within or without the boundaries of the City, shall be reasonable and just, taking into consideration the cost and value of the System and the cost of maintaining and operating it, and the amounts necessary for the payment of all Outstanding Bonds and the interest accruing thereon and all Subordinate Obligations and the interest accruing thereon, and the proper and necessary allowances for the depreciation of the System. No free service shall be provided to any third parties. It is covenanted and agreed that the rates, charges and rentals to be charged to all recipients of water services shall be maintained and shall be revised whenever and as often as may be necessary, according to schedules such that the Gross Revenues for each Fiscal Year shall be sufficient to pay the Operating Expenses and to maintain the Operating Reserve, to produce Net Revenues during each Fiscal Year commencing with the Fiscal Year ending June 30, 2023 not less than 125% of the maximum annual principal and interest payable on the Outstanding Bonds in any future Fiscal Year and to maintain the balance in the Reserve Account equal to the Reserve Requirement (including all amounts then owing to the issuer of a Surety Bond), and to produce Surplus Net Revenues during each Fiscal Year sufficient to pay principal and interest on any Subordinate Obligations and to provide reserves for the replacement and depreciation of the System.

If at the close of any Fiscal Year the Gross Revenues and Net Revenues actually received during such year have been less than required hereby, the City will forthwith prepare a schedule of altered rates, charges and rentals which are just and equitable and sufficient to produce Gross Revenues and Net Revenues in such amounts, and place such schedule in operation at the earliest possible date.

Section 6.9. Representations and Covenants of the City to the DNRC and DEQ. In the Prior Resolution, the City made certain representations and covenants to the DNRC and DEQ with respect to the Outstanding SRF Bonds, the Prior Loans and the Prior Projects in order to comply with Program requirements, which representations and covenants are set forth in Appendix B hereto. The City hereby ratifies and confirms such representations and covenants to the DNRC and DEQ. For the avoidance of doubt, the representations and covenants set forth in Appendix B hereto are solely for the benefit of the DNRC and DEQ and other Holders are not third party beneficiaries of such representations and covenants and are not entitled to rely upon them.

ARTICLE VII

SUPPLEMENTAL RESOLUTIONS

Section 7.1. General. Notwithstanding Section 7.2, the City reserves the right to adopt Supplemental Resolutions from time to time and at any time, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained herein, or

of making such provisions with regard to matters or questions arising hereunder as the City may deem necessary or desirable and not inconsistent with this Resolution, and which shall not adversely affect the interests of the Holders of Outstanding Bonds, or for the purpose of adding to the covenants and agreements herein contained, or to the revenues herein pledged, other covenants and agreements thereafter to be observed and additional revenues or income thereafter appropriated to the Water System Fund, or for the purpose of surrendering any right or power herein reserved to or conferred upon the City, or for the purpose of authorizing the creation and issuance of a series of Additional Bonds, Notes or Subordinate Obligations, as provided in and subject to the conditions and requirements of Article IV. Any such Supplemental Resolution may be adopted pursuant to this Section 7.1 without notice to or the consent of the Holder of any of the Bonds issued hereunder.

Section 7.2. Consent of Holders. With the consent of the Holders of at least a majority in aggregate principal amount of the Outstanding Bonds affected thereby and, if SRF Bonds are Outstanding, the written consent of the DNRC, the City may from time to time and at any time adopt a Supplemental Resolution for the purpose of amending this Resolution by adding any provisions hereto or changing in any manner or eliminating any of the provisions hereof or of any Supplemental Resolution, except that no Supplemental Resolution shall be adopted at any time without the consent of the Holders of all Outstanding Bonds affected thereby, if it would extend the time of payment of interest thereon or principal thereof, would reduce the interest rate thereon or the amount of the principal or the redemption price thereof, would give to any Bond or Bonds any privileges over any other Bond or Bonds, would reduce the sources of revenues or income appropriated to the Water System Fund, or would reduce the percentage in principal amount of such Bonds required to authorize or consent to any such Supplemental Resolution.

Section 7.3. Notice. Notice of the Supplemental Resolution to be adopted pursuant to Section 7.2 shall be mailed by first-class mail to the Holders of all outstanding Bonds at their addresses appearing in the Bond Register or given by such other means as then required by the securities depository, and shall become effective only upon the filing of written consents with the City Finance Director, signed by the Holders of the requisite principal amount of the Outstanding Bonds affected thereby. Any written consent to the Supplemental Resolution may be embodied in and evidenced by one or any number of concurrent written instruments of substantially similar tenor signed by Holders in person or by agent duly appointed in writing, and shall become effective when delivered to the City Finance Director. Any consent by the Holder of any Bond shall bind him and every future Holder of the same Bond with respect to any Supplemental Resolution adopted by the City pursuant to such consent; provided that any Holder may revoke his consent with reference to any Bond by written notice received by the City Finance Director before the Supplemental Resolution has become effective. In the event that unrevoked consents of the Holders of the required amount of Bonds have not been received by the City Finance Director within one year after the mailing of notice of the Supplemental Resolution, the Supplemental Resolution and all consents theretofore received shall be of no further force and effect.

Section 7.4. Manner of Consent. Proof of the execution of any consent, or of a writing appointing any agent to execute the same, or of the ownership by any Person of Bonds shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the City if made in the manner provided in this Section 7.4. The fact and date of the execution by any Person of

any such consent or appointment may be proved by the affidavit of a witness of such execution or by the certification of any notary public or other officer authorized by law to take acknowledgment of deeds, certifying that the Person signing it acknowledged to him the execution thereof. The fact and date of execution of any such consent may also be proved in any other manner which the City may deem sufficient; but the City may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. The ownership of Bonds shall be proved by the Bond Register.

ARTICLE VIII

REMEDIES

No Holder of any Bond shall have the right to institute any proceeding, judicial or otherwise, for the enforcement of the covenants herein contained, without the written concurrence of the Holders of not less than 25% in aggregate principal amount of all such Bonds which are at the time Outstanding; but the Holders of such amount of Bonds may, either at law or in equity, by suit, action or other proceedings, protect and enforce the rights of all Holders of Bonds and compel the performance of any and all of the covenants required herein to be performed by the City and its officers and employees, including but not limited to the fixing and maintaining of rates, fees and charges and the collection and proper segregation of the Gross Revenues and the application and use thereof. The Holders of a majority in principal amount of Outstanding Bonds shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Holders or the exercise of any power conferred on them and the right to waive a default in the performance of any such covenant, and its consequences, except a default in the payment of the principal of or interest on any Bond when due. Nothing herein, however, shall impair the absolute and unconditional right of the Holder of each Bond to receive payment of the principal of, premium, if any, and interest on such Bond as such principal, premium and interest respectively become due, and to institute suit for any such payment. Any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the City with power to charge and collect rates, fees and charges sufficient to provide for the payment of any Bonds, and to apply the Net Revenues in conformity with this Resolution and the laws of the State.

ARTICLE IX

DEFEASANCE

Section 9.1. General. When the liability of the City on all Bonds issued under and secured by this Resolution and all interest thereon has been discharged as provided in this Article IX, all pledges, covenants and other rights granted by this Resolution to the Holders of such Bonds shall cease, other than to the payment of such Bonds from money segregated for such purpose. The City may also discharge its liability with respect to one or more Bonds in accordance with this Article IX.

Section 9.2. Maturity. The City may discharge its liability with reference to any Bonds and interest thereon which are due on any date by depositing with the Registrar for such Bonds on or before the date a sum sufficient for the payment thereof in full; or if any obligation or

interest thereon shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Section 9.3. Prepayment. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar therefor on or before the Redemption Date a sum sufficient for the payment thereof in full; provided that notice of the redemption thereof has been duly given as provided in this Resolution or any Supplemental Resolution relating thereto.

Section 9.4. Escrow. The City may at any time discharge its liability with reference to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action and this Section 9.4, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or Government Obligations authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal, interest and redemption premiums, if any, to become due on such Bonds at their Stated Maturities or, if such Bonds are prepayable and notice of redemption thereof has been duly given or irrevocably provided for, to such earlier Redemption Date.

ARTICLE X

MISCELLANEOUS

Section 10.1. Severability. If any provision of this Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of this Resolution or the enforceability of that provision at any other time.

Section 10.2. Applicable Law. This Resolution shall be governed by and construed in accordance with the laws of the State without giving effect to the conflicts-of-laws principles thereof.

Section 10.3. No Liability of Individual Officers, Directors or Council Members. No recourse under or upon any obligation, covenant or agreement contained in this Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ or the Trustee, either directly or through the DNRC, the DEQ or the Trustee, or against any officer, or member of the governing body or employee of the City, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the City is hereby expressly waived and released by the City and by the DNRC as a condition of and in consideration for the adoption of this Resolution and the making of the Prior Loans.

Section 10.4. Payments and Performance on Business Days. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Resolution or the Bonds, shall not be Business Day, such payments may be made or act

performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Resolution or the Bonds.

ARTICLE XI

REPEALS AND EFFECTIVE DATE

Section 11.1. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Council that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

Section 11.2. Effective Date. This Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana on this 10th day of July, 2023.

_____
Mayor

Attest: _____
City Clerk

(SEAL)

APPENDIX A

DESCRIPTION OF THE PRIOR PROJECTS
FINANCED WITH OUTSTANDING SRF BONDS

- Series 2005 Bond: improvements consisting of the rehabilitation of the filter complex and water treatment plant.

- Series 2009B Bond and Series 2009C Bond: improvements consisting of replacing existing water mains with new PVC water mains as well as replacing approximately 95 valves.

- Series 2009D Bond: improvements consisting of installing a composite elevated water storage tank and related improvements.

- Series 2010B Bond: improvements consisting of designing, engineering, and replacing existing water lines and valves and related improvements.

- Series 2012 Bond: improvements consisting of installing a new water storage tank and related improvements.

- Series 2014 Bond: improvements consisting of designing, constructing and installing a new concrete water storage reservoir and related improvements.

- Series 2015 Bond: improvements consisting of designing, constructing and installing a new concrete water storage reservoir to replace the existing Briarwood Reservoir and related improvements.

APPENDIX B

ARTICLE I

REPRESENTATIONS AND COVENANTS OF CITY
WITH RESPECT TO OUTSTANDING SRF BONDS AND PRIOR LOANS

Section 1.1. Representations and Warranties. The City represents and warrants to the DNRC as of the date issuance of each Outstanding SRF Bond and as of the date hereof as follows:

(a) Organization and Authority. The City:

(i) is duly organized and validly existing as a municipal corporation and political subdivision of the State;

(ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the System and to carry on its current activities with respect to the System, to adopt the Resolution, to issue the Outstanding SRF Bonds and to enter into the Collateral Documents and to carry out and consummate all transactions contemplated by the Resolution, the Outstanding SRF Bonds and the Collateral Documents;

(iii) is a Governmental Unit and a Public Entity; and

(iv) has taken all proper action to authorize the execution, delivery and performance of its obligations under the Resolution, the Outstanding SRF Bonds and the Collateral Documents and the incurrence of the debt evidenced by the Outstanding SRF Bonds.

(b) Litigation. There is no litigation or proceeding pending, or to the knowledge of the City threatened, against or affecting the City in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the City, or the ability of the City to make all payments and otherwise perform its obligations under the Resolution, the Outstanding SRF Bonds and the Collateral Documents, or the financial condition of the City, or the transactions contemplated by the Resolution, the Outstanding SRF Bonds and the Collateral Documents or the validity and enforceability of the Resolution, the Outstanding SRF Bonds and the Collateral Documents. No referendum petition has been filed with respect to any resolution or other action of the City relating to the Prior Projects, the Outstanding SRF Bonds or any Collateral Documents and the period for filing any such petition will have expired before issuance of the Outstanding SRF Bonds.

(c) Borrowing Legal and Authorized. The adoption of the Resolution, the execution and delivery of the Outstanding SRF Bonds and the Collateral Documents and the consummation of the transactions provided for in the Resolution, the Outstanding

SRF Bonds and the Collateral Documents and compliance by the City with the provisions of the Resolution, the Outstanding SRF Bonds and the Collateral Documents:

(i) are within the powers of the City and have been duly authorized by all necessary action on the part of the City; and

(ii) do not and will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the City pursuant to any resolution, indenture, loan agreement or other agreement or instrument (other than the Resolution and any Collateral Documents) to which the City is a party or by which the City or its property may be bound, nor will such action result in any violation of the provisions of the charter or similar document, if applicable, of the City or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the City, its properties or operations are subject.

(d) No Defaults. No event has occurred and no condition exists that constitutes a default under the Resolution or the Collateral Documents. The City is not in violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the City with the terms hereof or of the Outstanding SRF Bonds and the Collateral Documents.

(e) Governmental Consent. The City has obtained or made all permits, findings and approvals required to the date of adoption of the Resolution by any governmental body or officer for the making and performance by the City of its obligations under the Resolution, the Outstanding SRF Bonds and the Collateral Documents or with respect to the Prior Projects, the financing or refinancing thereof or the reimbursement of the City for the costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the City as a condition to adopting the Resolution, issuing the Outstanding SRF Bonds or entering into the Collateral Documents and the performance of the City's obligations hereunder and thereunder.

(f) Binding Obligation. The Resolution, the Outstanding SRF Bonds and the Collateral Documents are the valid and binding special, limited obligations of the City, enforceable against the City in accordance with their terms except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The Prior Projects. The Prior Projects consist of the facilities, improvements and activities described in the Appendix A preceding this Appendix B.

The City has complied with all covenants and agreements contained in the Prior Resolution as then in effect with respect to each Prior SRF Project. The Prior Projects comprised facilities of a type that, as determined by the EPA, facilitate compliance with the national primary drinking water regulations applicable to the System or will otherwise significantly further the health protection objectives of the Safe Drinking Water Act. Construction of the Prior Projects complied with applicable federal and State standards, including, without limitation, EPA regulations and standards. The Prior Projects were projects of the type permitted to be financed under the Act, the State Act, the Program and the Safe Drinking Water Act.

(h) The System. The System is a "community water system" within the meaning of the State Act and the Safe Drinking Water Act in that it is a public water system, comprising collection, treatment, storage and distribution facilities for the provision to the public of water for human consumption, that serves not less than 15 service connections used by year-round residents of the area served by the System or regularly serves not less than 25 year-round residents.

(i) Full Disclosure. There is no fact that the City has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the City can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information, that will materially and adversely affect the properties, operations and finances of the System, the City's status as a Public Entity and Governmental Unit, its ability to own and operate the System in the manner it is currently operated or the City's ability to perform its obligations under the Resolution, the Outstanding SRF Bonds and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Outstanding SRF Bonds.

(j) Compliance With Law. The City:

(i) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the System or its status as a Public Entity and Governmental Unit; and

(ii) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership and/or operation of the System and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the System and the operation thereof, which failure to obtain might materially and adversely affect the ability of the City to conduct the operation of the System as presently conducted or the condition (financial or otherwise) of the System or the City's ability to perform its obligations under the Resolution, the Outstanding SRF Bonds and the Collateral Documents.

Section 1.2. Covenants With Respect to Outstanding SRF Bonds. During the time that any of the Outstanding SRF Bonds remain Outstanding, the City covenants and agrees with the DNRC as follows:

(a) Insurance. The City at all times shall keep and maintain with respect to the System property and casualty insurance and liability insurance with financially sound and reputable insurers, or self-insurance as authorized by State law, against such risks and in such amounts, and with such deductible provisions, as are customary in the State in the case of entities of the same size and type as the City and similarly situated and shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for all such insurance. Nothing herein shall be construed to prohibit or preclude the City from self-insuring or participating in a self-insurance program in compliance with the provisions of State law. All such insurance policies shall name the DNRC as an additional insured to the extent permissible under such policies. Each policy must provide that it cannot be cancelled by the insurer without giving the City and the DNRC 30 days' prior written notice. The City shall give the DNRC prompt notice of each insurance policy it obtains or maintains to comply with this paragraph (b) and of each renewal, replacement, change in coverage or deductible under or amount of or cancellation of each such insurance policy and the amount and coverage and deductibles and carrier of each new or replacement policy. Such notice shall specifically note any adverse change as being an adverse change.

(b) Right of Inspection and Notice of Change of Location. The DNRC, the DEQ and the EPA and their designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the City for the purpose of inspecting the System or any or all books and records of the City relating to the System.

(c) Further Assurance. The City shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under the Resolution, the Outstanding SRF Bonds and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under the Resolution, the Outstanding SRF Bonds and the Collateral Documents.

(d) Maintenance of Security, if Any; Recordation of Interest.

(i) The City shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of the Resolution and the Collateral Documents so long as any amount is owing under the Resolution or the Outstanding SRF Bonds.

(ii) The City shall forthwith, after the execution and delivery of the Outstanding SRF Bonds and thereafter from time to time, cause the Resolution and any Collateral Documents granting a security interest in revenues or real or personal property and any financing statements or other notices or documents relating thereto to be filed, registered and recorded in such manner and in such places as may be required by law in order to perfect and protect fully the lien and security interest hereof and thereof and the security interest in them granted by the Resolution and, from time to time, shall perform or cause to be performed any other act required by law, including executing or causing to be executed any and all required continuation statements and shall execute or cause to be executed any further instruments that may be requested by the DNRC for such perfection and protection.

(iii) Except to the extent it is exempt therefrom, the City shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (ii) above, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Outstanding SRF Bonds and the Collateral Documents and the documents described in subparagraph (ii) above.

(e) Financial Information. The City agrees that for each Fiscal Year it shall furnish to the DNRC and the DEQ, promptly when available:

(i) the preliminary budget for the System, with items for the Prior Projects shown separately; and

(ii) when adopted, the final budget for the System, with items for the Prior Projects shown separately.

The City will cause proper and adequate books of record and account to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the System, the monthly Gross Revenues derived from its operation, and the segregation and application of the Gross Revenues in accordance with the Resolution, in such reasonable detail as may be determined by the City in accordance with generally accepted governmental accounting practice and principles. It will cause such books to be maintained on the basis of the same Fiscal Year as that utilized by the City. The City shall, within 365 days after the close of each Fiscal Year, cause to be prepared and supply to the DNRC a financial report with respect to the System for such Fiscal Year. The report shall be prepared at the direction of the City Finance Director in accordance with applicable generally accepted governmental accounting principles and, in addition to whatever matters may be thought proper by the City Finance Director to be included therein, shall include the following:

(i) A statement or statements showing in detail of the income and expenditures of the System for the Fiscal Year, identifying capital expenditures and separating them from operating expenditures;

(ii) A balance sheet as of the end of the Fiscal Year; and

(iii) The number of premises connected to the System at the end of the Fiscal Year;

(iv) The amount on hand in the Water System Fund at the end of the Fiscal Year;

(v) A list of the insurance policies and fidelity bonds in force at the end of the fiscal year, setting out as to each the amount thereof, the risks covered thereby, the name of the insurer or surety and the expiration date of the policy or bond; and

(vi) A determination that the report shows full compliance by the City with the provisions of the Resolution during the Fiscal Year covered thereby, including proper segregation of the capital expenditures from operating expenses, maintenance of the required balance in the Revenue Bond Account and receipt of Net Revenues during each Fiscal Year at least equal to 125% of the maximum amount of principal and interest payable on outstanding Bonds in any future Fiscal Year, or, if the report should reveal that the revenues have been insufficient for compliance with the Resolution, or that the methods used in accounting for such revenues were contrary to any provision of the Resolution, the report shall include a full explanation thereof, together with recommendations for such change in rates or accounting practices or in the operation of the System as may be required.

The City shall also have prepared and supplied to the DNRC and the DEQ, within 365 days of the close of each Fiscal Year, an audit report prepared by an independent certified public accountant or an agency of the state in accordance with generally accepted governmental accounting principles and practice with respect to the financial statements and records of the System. The audit report shall include an analysis of the City's compliance with the provisions of the Resolution.

(f) Project Accounts. The City shall maintain Prior SRF Project accounts in accordance with generally accepted government accounting standards.

(g) Records. After reasonable notice from the EPA or the DNRC, the City shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably requires to review and determine compliance with the Safe Drinking Water Act, as provided in Section 75-6-224(1)(d) of the State Act.

(h) Compliance with Safe Drinking Water Act. The City has complied and shall comply with all conditions and requirements of the Safe Drinking Water Act pertaining to the Prior Loans and the Prior Projects.

(i) Compliance with DEQ Requirements. The City shall comply with plan, specification and other requirements for public water systems established by the DEQ, as required by Section 75-6-224(1)(h) of the State Act.

Section 1.3. Tax-Exempt Status of State Bonds. During the time that any of the Outstanding SRF Bonds remain Outstanding, the City covenants and agrees with the DNRC as follows:

(a) The City will not use or permit to be used any of the proceeds of the Outstanding SRF Bonds or any other funds of the City, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code or would otherwise cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(b) The City agrees that it will not enter into, or allow any "related person" (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the State Bonds or any other obligations of the DNRC in an amount related to the amount of the Prior Loans or the portion of the Prior Loans derived directly or indirectly from proceeds of the State Bonds.

(c) The City shall not use or permit the use of the Prior Projects directly or indirectly in any trade or business carried on by any Person who is not a Governmental Unit. For the purpose of this paragraph (c), use as a member of the general public shall not be taken into account and any activity carried on by a Person other than a natural person shall be treated as a trade or business.

(d) Any portion of a Prior SRF Project financed with proceeds of a Prior Loan was acquired by and is now and shall, during the term of the Outstanding SRF Bond in respect of such Prior SRF Project, be owned by the City and not by any other Person. Notwithstanding the previous sentence, the City may transfer such Prior SRF Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted hereunder and if such organization agrees with the DNRC to comply with Article I of this Appendix B and if the DNRC receives an opinion of Bond Counsel to the effect that such transfer will not violate the State Act or the Safe Drinking Water Act or adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation. In addition, except as otherwise provided in the Resolution or in any Collateral Documents, the City may sell or otherwise dispose of any portion of a Prior SRF Project which has become obsolete or outmoded or is being replaced or for other reasons is not needed by the City or beneficial to the general public or necessary to carry out the purposes of the Safe Drinking Water Act.

(e) The City shall comply with the arbitrage rebate requirements of Section 148 of the Code (the "Arbitrage Rebate Instructions"), if any, delivered to it by the DNRC at the time of delivery to the DNRC of such Outstanding SRF Bonds. The Arbitrage Rebate Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the State Bonds (except State Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The City agrees that during the term of the Prior Loans it will not contract with or permit any Private Person to manage the Prior Projects or any portion thereof except according to a written management contract and upon delivery to the DNRC of an opinion of Bond Counsel to the effect that the execution and delivery of such management contract will not violate the State Act or the Safe Drinking Water Act or adversely affect the exclusion of interest on the State Bonds from gross income or purposes of federal income taxation.

(g) The City shall not lease all or any portion of a Prior SRF Project to any Person other than a nonexempt person which agrees in writing with the City and the State not to cause any default to occur under the Resolution, provided the City may lease all or any portion of a Prior SRF Project to a nonexempt person pursuant to a lease which in the opinion of Bond Counsel delivered to the DNRC will not cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(h) The City shall not change the use or nature of all or any portion of a Prior SRF Project (i) if such change will violate the Safe Drinking Water Act, or (ii) so long as the State Bonds are outstanding unless, in the opinion of Bond Counsel delivered to the DNRC, such change will not result in the inclusion in gross income of interest on the State Bonds for federal income tax purposes.

Section 1.4. Indemnification of DNRC and DEQ. The City shall, to the extent permitted by law, indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an "Indemnified Party" or, collectively, the "Indemnified Parties") against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of the acts or omissions of the City or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the Prior Projects. The City shall, to the extent permitted by law, also indemnify and save harmless the Indemnified Parties against and from all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason of such claim or demand, the City shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party. Notwithstanding the foregoing, the City shall not be obligated to indemnify an Indemnified Party

or any of its officers, employees or agents or hold any of them harmless against or from or in respect of any claim, damage, demand, expense, liability or loss arising from the intentional or willful misconduct or gross negligence of the Indemnified Parties.

Section 1.5. Tax Matters. During the time that any of the Outstanding SRF Bonds remain Outstanding, the City covenants and agrees with the DNRC as follows:

(a) Use of Prior Projects. The Prior Projects have been and will continue to be owned and operated by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Prior Projects or security for the payment of the Outstanding SRF Bonds which might cause the Outstanding SRF Bonds to be considered "private activity bonds" or "private loan bonds" within the meaning of Section 141 of the Code.

(b) General Covenant. The City covenants and agrees with the owners from time to time of the Outstanding SRF Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Outstanding SRF Bonds to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Outstanding SRF Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

(c) Arbitrage Certification. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for issuing the Outstanding SRF Bonds pursuant to the Resolution, executed and delivered to the DNRC, as authorized and directed under the Prior Resolution, certificates in accordance with the provisions of Section 148 of the Code and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Outstanding SRF Bonds, it was reasonably expected that the proceeds of the Outstanding SRF Bonds will not be used in a manner that would cause the Outstanding SRF Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

(d) Arbitrage Rebate. The City acknowledges that the Outstanding SRF Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Outstanding SRF Bonds from gross income for federal income tax purposes, unless the Outstanding SRF Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no "gross proceeds" of the Outstanding SRF Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the City Finance Director or other officer of the City executed Rebate Certificates at the time of

issuance of each Outstanding SRF Bond, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

Section 1.6. Continuing Disclosure. The City understands and acknowledges that the DNRC acquired the Outstanding SRF Bonds under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The City covenants and agrees that, so long as any Outstanding SRF Bonds are Outstanding, upon written request of the DNRC from time to time, the City will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the City prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time (such financial statements to relate to a Fiscal Year or any period therein for which they are customarily prepared by the City, and, if for a Fiscal Year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The City will also provide, with any information so furnished to the DNRC, a certificate of the Mayor and the City Finance Director of the City to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE II

MISCELLANEOUS

Section 2.1. Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following addresses:

DNRC: Department of Natural Resources and Conservation
1539 Eleventh Avenue
Helena, Montana 59620
Attn: Conservation and Resource Development Division

Trustee: U.S. Bank National Association
c/o Corporate Trust Services
1420 Fifth Avenue, 7th Floor
Seattle, Washington 98101
Attn: Corporate Trust Department

City: City of Billings
P.O. Box 1178
Billings, Montana 59103
Attn: City Clerk

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 2.2. Binding Effect. The Resolution shall inure to the benefit of and shall be binding upon the DNRC with respect to the Outstanding SRF Bonds, the City and their respective permitted successors and assigns.

Section 2.3. Assignment. During the time that any of the Outstanding SRF Bonds remain Outstanding, the City may not assign its rights and obligations under the Resolution or the Outstanding SRF Bonds. During the time that any of the Outstanding SRF Bonds remain Outstanding, the DNRC will pledge its rights under and interest in the Resolution, the Outstanding SRF Bonds and the Collateral Documents (except to the extent otherwise provided in the Indenture) as security for the payment of the State Bonds.

Section 2.4. Amendments. So long any Outstanding SRF Bonds are Outstanding, the Resolution may not be effectively amended pursuant to Section 7.2 without the written consent of the DNRC.

Section 2.5. Right of Others to Perform City's Covenants. In the event the City shall fail to make any payment or perform any act required to be performed hereunder with respect to any Outstanding SRF Bond, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the City and make advances for that purpose. No such performance or advance shall operate to release the City from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10.00%) per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the Prior SRF Project or the facility or facilities of which the Prior SRF Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section 2.5.

APPENDIX C

[Form of Series 2005 Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2005

No. R-2 $12,639,000.00

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal amount of TWELVE MILLION SIX HUNDRED THIRTY NINE THOUSAND DOLLARS ($12,639,000), with interest thereon from the date hereof at the rate of one and twenty-five hundredths percent (1.25%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date"), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $17,300,000 (the "First Amended and Restated Series 2005 Bond"). The First Amended and Restated Series 2005 Bond is issued to refinance costs of construction of certain improvements to the water system of the Borrower (the "System"). The

First Amended and Restated Series 2005 Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18329 (the "Original Resolution"), adopted by the City Council on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209 and 12-19229, adopted July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012 and October 22, 2012, respectively (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2005 Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2005 Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C (the "First Amended and Restated Series 2009C Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D (the "First Amended and Restated Series 2009D Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2010B (the "First Amended and Restated Series 2010B Bond") and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2012 (the "Series 2012 Bond") (all such Bonds, collectively, the "Outstanding Bonds").

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the First Amended and Restated Series 2005 Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the First Amended and Restated Series 2005 Bond.

The Borrower may prepay the principal of the First Amended and Restated Series 2005 Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2005 Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2005 Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2005 Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2005 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2005 Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Water System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Water System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2005 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2005 Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2005 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2005 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 2nd day of November, 2012.

_____
Mayor

(SEAL)

_____
City Finance Director

_____
City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Billings, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
November 2, 2012	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE BOND REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and does hereby irrevocably constitute and appoint_____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____ _____

_____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SCHEDULE A

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX D

[Form of Series 2009B Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2009B

R-1 $359,300

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond from the date of each advance of principal at the rate of seventy-five hundredths of one percent (0.75%) and one percent (1.00%) per annum, respectively. Interest and Administrative Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date") commencing with the Loan Repayment Date that is the first to occur following delivery by the DNRC of a DNRC Noncompliance Statement (as defined in the Resolution described below) and taking into account payments, if any, made on each Loan Repayment Date prior to the deliver of such statement, all as described in the Resolution. Principal shall be payable on the dates set forth in Schedule B hereto. Each installment shall be in the amount set forth opposite its due date in Schedule B attached hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B hereto. Upon each disbursement of 2009B Loan amounts to the Borrower pursuant to the Resolution, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of three and seventy-five hundredths percent (3.75%) per annum. Past-due payments of principal, interest,

Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN, IN THE EVENT THE BORROWER TIMELY DELIVERS AN ARRA CERTIFICATE AND REQUEST (AS DEFINED IN THE RESOLUTION) IN FORM AND SUBSTANCE SATISFACTORY TO THE DNRC AND THE DNRC IN RESPONSE THERETO SUPPLIES TO THE BORROWER A DNRC FORGIVENESS STATEMENT AS SET FORTH IN THE RESOLUTION, THEN AMOUNTS ADVANCED HEREUNDER FROM AND AFTER THE 2009B FIRST ADVANCE (AS DEFINED IN THE RESOLUTION) SHALL BEAR INTEREST AT A RATE OF ONE AND SEVENTY-FIVE HUNDREDTHS PERCENT (1.75%), AND THE BORROWER SHALL HAVE NO OBLIGATION TO PAY ANY ADMINISTRATIVE EXPENSE SURCHARGE OR ANY LOAN LOSS RESERVE SURCHARGE. If the DNRC delivers a DNRC Forgiveness Statement, the Trustee shall revise Schedule B to the Series 2009B Bond reflecting a debt service schedule with payments at 1.75% per annum in accordance with the Resolution, and the Trustee shall send a copy of such revised Schedule B to the Borrower within one month after the delivery of such statement.

In the event any Loan Repayment Date occurs prior to the delivery by the DNRC of a DNRC Statement (as defined in the Resolution), the amount of interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge payable on each such Loan Repayment Date will be calculated as if the DNRC has previously delivered to the Borrower DNRC Forgiveness Statement.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $359,300 (the "Series 2009B Bond"), issued to finance a portion of the costs of construction of certain improvements to the sewer system of the Borrower (the "System") and to pay costs of issuance of the Series 2009B Bond. The Series 2009B Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Part 44, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18326 of the City adopted on August 22, 2005, as amended and supplemented by Resolution No. 08-18738, adopted on July 28, 2008, as further amended and supplemented by Resolution No. 09-18851, adopted July 27, 2009 (as so amended and supplemented, the "Resolution"). The Series 2009B Bond is issuable only as a single, fully registered bond. The Series 2009B Bond is issued on a parity and is equally and ratably secured by the Net Revenues of the System with the Borrower's outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2005 (the "Series 2005 Bond"), its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2008 (the "Series 2008 Bond"), and its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the "Series 2009C Bond"), which is being

issued simultaneously herewith. The Borrower is also issuing simultaneously herewith its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2009A (the "Series 2009A Bond"). The 2009B First Advance has been advanced at Closing. Following the 2009B First Advance, the remaining principal amounts of this Series 2009B Bond are advanced immediately after the full advance of the principal amount of the Series 2009A Bond. Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2009B Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2005 Bond, the Series 2008 Bond, the Series 2009B Bond, and the Series 2009C Bond (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2009B Bond.

The Borrower may prepay the principal of the Series 2009B Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, to the date of prepayment on the amount of principal prepaid. If the Series 2009B Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The Bonds, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional, statutory or charter limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2009B Bond is registered as the absolute owner hereof, whether this Series 2009B Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2009B Bond may be transferred as hereinafter provided.

This Series 2009B Bond has been designated by the Borrower as a "qualified tax-exempt obligation" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

The Borrower understands that the principal amounts of the 2009A Loan and the 2009B Loan have been sized based on the understanding and expectation that the 2009 Project costs at least $6,137,000 and that the Borrower will request disbursement of the full amount of the 2009A Loan and 2009B Loan. Notwithstanding any provision to the contrary herein, the Borrower acknowledges and agrees that in the event there is any Undisbursed Committed Amount, then the DNRC reserves the right in its sole and complete discretion to reallocate loan amounts as between the 2009A Loan and 2009B Loan on the basis of the amounts of the 2009A Loan and the 2009B Loan that the Borrower would have been entitled to had the 2009 Loans initially equaled the Committed Amount less the Undisbursed Committed Amount. The reallocation between the 2009A Loan and 2009B Loan will reflect the same percentage of the total amount of the 2009

Loans as initially used. Upon making such reallocation, the DNRC shall deliver to the Borrower a replacement Series 2009A Bond and a replacement Series 2009B Bond reflecting adjusted principal amounts, which bonds shall supersede and render of no effect the original bonds and be payable on the same dates as described in the original bonds, but in an adjusted amount owing on each Payment Date because of the reallocation of principal amounts. The Borrower shall execute and deliver the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC within thirty (30) days after delivery of such bonds to the Borrower by the DNRC. Contemporaneous with the delivery of the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC by the Borrower, the Borrower shall determine whether the Net Revenues of the System total at least 125% of the maximum principal of and interest payable on the Bonds outstanding in any fiscal year, and, if they do not, the Borrower shall increase its rates and charges to satisfy the rate covenant set forth in Section 6.7 of the Resolution within three (3) months after the date of delivery of the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC by the Borrower.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower has duly authorized and will forthwith undertake the improvements to the System hereinabove described, has fixed and established and will collect reasonable rates and charges for the services and facilities afforded by the System, and has created a special Sewer System Fund into which the revenues of the System as defined in the Original Resolution (the "Revenues"), including all additions thereto and replacements and improvements thereof, will be paid, and a separate and special Revenue Bond Account in that fund, into which will be paid each month, Net Revenues of the System then on hand (the Revenues remaining after the payment of Operating Expenses (as defined in the Original Resolution) of the System), an amount equal to not less than the sum of one-sixth of the interest due within the next six months and one-twelfth of the principal due within the next twelve months with respect to all outstanding Bonds payable from that account, and a Reserve Account in that fund into which shall be paid additional Net Revenues sufficient to establish and maintain a reserve therein equal to, as of the date of calculation, the Reserve Requirement (as defined in the Resolution); that the Revenue Bond Account and the Reserve Account will be used only to pay the principal of, premium, if any, and interest on the Bonds issued pursuant to the authority herein recited; that the rates and charges for the System will from time to time be made and kept sufficient to provide Net Revenues for each fiscal year at least equal to 125% of the maximum principal and interest payable from the Revenue Bond Account in any subsequent fiscal year (calculated assuming the DNRC has delivered a DNRC Forgiveness Statement), to maintain the balance in the Reserve Account at the Reserve Requirement, to pay promptly the reasonable and current expenses of operating and maintaining the System, and to provide reserves for the repair and replacement of the System; that additional Bonds and refunding Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Series 2005 Bond, the Series 2008 Bond, the Series 2009B Bond, and the Series 2009C Bond upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues unless the lien thereof shall be expressly made subordinate to the lien of the Series 2005 Bond, the Series 2008 Bond, the Series 2009B Bond, and the Series 2009C Bond, and other parity Bonds on such Net Revenues and such obligations are payable only from Surplus Net Revenues (as is the case with the Series 2009A Bond); that all provisions for the security of this Series 2009B Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution

and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2009B Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed as so required; and that this Series 2009B Bond and the premium, if any, and interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional, statutory or charter limitation or provision and the issuance of the Series 2009B Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional, statutory or charter limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its City Administrator, Mayor and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 12th day of August, 2009.

_____
City Administrator

_____
Mayor

(SEAL)

_____
City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City's Financial Services Manager as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Billings, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Signature of Financial Services Manager
August 12, 2009	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE BOND REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Clerk of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

_____ the within Bond and does hereby

irrevocably constitute and appoint _____

attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____ _____

_____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

Date	Advances	Total Amount Advanced	Notation Made By

SCHEDULE B

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX E

[Form of Series 2009C Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2009C

R-2 $2,456,000.00

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal amount of TWO MILLION FOUR HUNDRED FIFTY SIX THOUSAND DOLLARS ($2,456,000), with interest thereon from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date"), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $2,750,000 (the "First Amended and Restated Series 2009C Bond"). The First Amended and Restated Series 2009C Bond is issued to refinance costs

of construction of certain improvements to the water system of the Borrower (the "System"). The First Amended and Restated Series 2009C Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18329 (the "Original Resolution"), adopted by the City Council on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209 and 12-19229, adopted July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012 and October 22, 2012, respectively (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2009C Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2009C Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2005 (the "First Amended and Restated Series 2005 Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D (the "First Amended and Restated Series 2009D Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2010B (the "First Amended and Restated Series 2010B Bond") and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2012 (the "Series 2012 Bond") (all such Bonds, collectively, the "Outstanding Bonds").

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the First Amended and Restated Series 2009C Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the First Amended and Restated Series 2009C Bond.

The Borrower may prepay the principal of the First Amended and Restated Series 2009C Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2009C Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2009C Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2009C Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2009C Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2009C Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Water System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Water System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2009C Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2009C Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2009C Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2009C Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 2nd day of November, 2012.

_____

Mayor

(SEAL)

_____

City Finance Director

_____

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Billings, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
November 2, 2012	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE BOND REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and does hereby irrevocably constitute and appoint_____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____ _____

_____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SCHEDULE A

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX F

[Form of Series 2009D Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2009D

R-2 $5,968,215.00

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal amount of FIVE MILLION NINE HUNDRED SIXTY EIGHT THOUSAND TWO HUNDRED FIFTEEN DOLLARS ($5,968,215), with interest thereon from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date"), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $7,412,000 (the "First Amended and Restated Series 2009D Bond"). The First Amended and Restated Series 2009D Bond is issued to refinance costs

of construction of certain improvements to the water system of the Borrower (the "System"). The First Amended and Restated Series 2009D Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18329 (the "Original Resolution"), adopted by the City Council on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209 and 12-19229, adopted July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012 and October 22, 2012, respectively (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2009D Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2009D Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2005 (the "First Amended and Restated Series 2005 Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C (the "First Amended and Restated Series 2009C Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2010B (the "First Amended and Restated Series 2010B Bond") and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2012 (the "Series 2012 Bond") (all such Bonds, collectively, the "Outstanding Bonds").

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the First Amended and Restated Series 2009D Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the First Amended and Restated Series 2009D Bond.

The Borrower may prepay the principal of the First Amended and Restated Series 2009D Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2009D Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2009D Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2009D Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2009D Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2009D Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Water System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Water System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable on the Bonds in any future fiscal year; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2009D Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2009D Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2009D Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2009D Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 2nd day of November, 2012.

_____

Mayor

_____

City Finance Director

(SEAL)

_____

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Billings, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
November 2, 2012	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE BOND REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and does hereby irrevocably constitute and appoint_____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____ _____

_____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SCHEDULE A

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX G

[Form of Series 2010B]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

FIRST AMENDED AND RESTATED
WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2010B

R-2 $2,064,612.00

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal amount of TWO MILLION SIXTY FOUR THOUSAND SIX HUNDRED TWELVE DOLLARS ($2,064,612), with interest thereon from the date hereof at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date"), commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule A hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule A hereto. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $2,800,000 (the "First Amended and Restated Series 2010B Bond"). The First Amended and Restated Series 2010B Bond is issued to refinance costs

of construction of certain improvements to the water system of the Borrower (the "System"). The First Amended and Restated Series 2010B Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18329 (the "Original Resolution"), adopted by the City Council on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209 and 12-19229, adopted July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012 and October 22, 2012, respectively (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The First Amended and Restated Series 2010B Bond is issuable only as a single, fully registered bond. The First Amended and Restated Series 2010B Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2005 (the "First Amended and Restated Series 2005 Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C (the "First Amended and Restated Series 2009C Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D (the "First Amended and Restated Series 2009D Bond") and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2012 (the "Series 2012 Bond") (all such Bonds, collectively, the "Outstanding Bonds").

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the First Amended and Restated Series 2010B Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the First Amended and Restated Series 2010B Bond.

The Borrower may prepay the principal of the First Amended and Restated Series 2010B Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the First Amended and Restated Series 2010B Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The First Amended and Restated Series 2010B Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this First Amended and Restated Series 2010B Bond is registered as the absolute owner hereof, whether this First Amended and Restated Series 2010B Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The First Amended and Restated Series 2010B Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in the Water System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Water System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable in any subsequent fiscal year on all such Bonds; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds may be issued and made payable from the Revenue Bond Account on a parity with the outstanding Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the outstanding Bonds on such Net Revenues; that all provisions for the security of the holder of this First Amended and Restated Series 2010B Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this First Amended and Restated Series 2010B Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this First Amended and Restated Series 2010B Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the First Amended and Restated Series 2010B Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 2nd day of November, 2012.

_____

Mayor

_____

City Finance Director

(SEAL)

_____

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Billings, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
November 2, 2012	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE BOND REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and does hereby irrevocably constitute and appoint_____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____ _____

_____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SCHEDULE A

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX H

[Form of Series 2012 Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2012

R-1 $3,100,000.00

FOR VALUE RECEIVED, THE CITY OF BILLINGS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal sum equal to the sum of the amounts entered on Schedule A hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) per annum, and twenty-five hundredths of one percent (0.25%) per annum, respectively. Principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date") commencing January 1, 2013. Each installment shall be in the amount set forth opposite its due date in Schedule B hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B hereto. Upon each disbursement of 2012 Loan amounts to the Borrower pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Supplemental Resolution (as hereinafter defined). Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of three percent (3.00%) per annum. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond

shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $3,100,000 (the "Series 2012 Bond"). The Series 2012 Bond is issued to finance a portion of the costs of the construction of certain improvements to the water system of the Borrower (the "System") and to pay costs of issuance of the Series 2012 Bond. The Series 2012 Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 05-18329 (the "Original Resolution"), adopted by the City Council on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, and 12-19209, adopted July 27, 2009, September 14, 2009, July 12, 2010 and September 10, 2012, respectively (as so amended and supplemented and as hereafter amended and supplemented in accordance with its terms, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The Series 2012 Bond is issuable only as a single, fully registered bond. The Series 2012 Bond is issued on a parity and is equally and ratably secured by Net Revenues of the System with the Borrower's outstanding Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2005 (the "Series 2005 Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C (the "Series 2009C Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D (the "Series 2009D Bond") and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2010B (the "Series 2010B Bond") (all such Bonds, collectively, the "Outstanding Bonds"). The Borrower has also issued a Subordinate Lien Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Taxable Series 2009A (the "Series 2009A Bond") and a Subordinate Lien Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Taxable Series 2010A (the "Series 2010A Bond").

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2012 Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding Bonds (collectively the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2012 Bond.

The Borrower may prepay the principal of the Series 2012 Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of

principal prepaid. If the Series 2012 Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The Series 2012 Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2012 Bond is registered as the absolute owner hereof, whether this Series 2012 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2012 Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will forthwith construct and complete the improvements to the System hereinabove described; that it will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in that Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable from that Account; that the Borrower has created a Reserve Account in such fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable in any subsequent fiscal year on all such Bonds; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 125% of the maximum annual principal and interest payable on the outstanding Bonds in the current or any future fiscal year; that additional bonds issued on a parity with the Outstanding Bonds, the Series 2012 Bond, and refunding Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Outstanding Bonds and other parity Bonds, upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Outstanding Bonds, the Series 2012 Bond, and additional parity Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2012 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2012 Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2012 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated

to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2012 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 10th day of October, 2012.

_____
Mayor

_____
City Finance Director

(SEAL)

_____
City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Billings, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
October 10, 2012	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE BOND REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, this Bond is hereby transferred and assigned by the undersigned holder, without recourse,
to _____ on this _____ day
of _____, _____.

By:_____
(Authorized Signature)

For:_____
(Holder)

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

Date	Advances	Total Amount Advanced	Notation Made By

SCHEDULE B

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX I

[Form of Series 2014 Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2014

R-1 $6,100,000.00

FOR VALUE RECEIVED, the City of Billings, Montana (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond at the rates of seventy-five hundredths of one percent (0.75%) and twenty-five hundredths of one percent (0.25%), respectively, per annum. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date") commencing January 1, 2015. Principal shall be payable on the dates set forth in Schedule B hereto. Each installment shall be in the amount set forth opposite its due date in Schedule B hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest and the portion consisting of Administrative Expense Surcharge and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B hereto. Upon each disbursement of 2014 Loan amounts to the Borrower pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and revised Schedules B, or cause Schedule B and revised Schedules B to be prepared, as provided in Section 5.1 of the Resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of three percent (3.00%) per annum. Past-due payments of principal and interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the

basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $6,100,000 (the "Series 2014 Bond"). The Series 2014 Bond is issued to finance a portion of the costs of the construction of certain improvements to the water system of the Borrower (the "System") and to pay costs of issuance of the Series 2014 Bond. The Series 2014 Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Part 44, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution 05-18329 (the "Original Resolution"), adopted by the City Council on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209, 12-19228 and 14-10351, adopted July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012, October 22, 2012 and April 14, 2014, respectively (as so amended and supplemented, the "Resolution"). The Series 2014 Bond is issuable only as a single, fully registered bond. The Series 2014 Bond is issued on a parity with the Borrower's outstanding First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2005 (the "Series 2005 Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C (the "Series 2009C Bond"), First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D (the "Series 2009D Bond"), First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2010B (the "Series 2010B Bond") and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2012 (the "Series 2012 Bond"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2014 Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, the Series 2010B Bond, the Series 2012 Bond and the Series 2014 Bond (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2014 Bond.

The Borrower may prepay the principal of the Series 2014 Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of

principal prepaid. If the Series 2014 Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The Series 2014 Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2014 Bond is registered as the absolute owner hereof, whether this Series 2014 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2014 Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will forthwith construct and complete the improvements to the System hereinabove described; that it will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in that Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable from that Account; that the Borrower has created a Reserve Account in such fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the maximum amount of principal and interest payable in any subsequent fiscal year on all such Bonds; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce in each fiscal year Net Revenues in excess of such current expenses, equal to 125% of the maximum amount of principal and interest payable from the Revenue Bond Account in any subsequent fiscal year; that additional Bonds and refunding Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Series 2005 Bond, the Series 2009B Bond, Series 2009C Bond, the Series 2009D Bond, the Series 2010B Bond, the Series 2012 Bond, the Series 2014 Bond, and other parity Bonds, upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, the Series 2010B Bond, the Series 2012 Bond, the Series 2014 Bond, and additional parity Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2014 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2014 Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened

and have been performed in regular and due form, time and manner as so required; and that this Series 2014 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2014 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 16th day of May, 2014.

_____

Mayor

_____

City Finance Director

(SEAL)

_____

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Billings, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
May 16, 2014	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE BOND REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, this Bond is hereby transferred and assigned by the undersigned holder, without recourse,
to _____ on this _____ day
of _____, _____.

By:_____
(Authorized Signature)

For:_____
(Holder)

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

Date	Advances	Total Amount Advanced	Notation Made By

SCHEDULE B

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

APPENDIX J

[Form of Series 2015 Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2015

R-1 $3,700,000.00

FOR VALUE RECEIVED, the City of Billings, Montana (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond, each at the rate of twenty-five hundredths of one percent (0.25%) per annum. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Loan Repayment Date") commencing July 1, 2015. Principal shall be payable on the dates set forth in Schedule B hereto. Each installment shall be in the amount set forth opposite its due date in Schedule B hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest and the portion consisting of Administrative Expense Surcharge and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B hereto. Upon each disbursement of 2015 Loan amounts to the Borrower pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and revised Schedules B, or cause Schedule B and revised Schedules B to be prepared, as provided in Section 5.1 of the Resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of two and one-half percent (2.50%) per annum. Past-due payments of principal and interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30

days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of $3,700,000 (the "Series 2015 Bond"). The Series 2015 Bond is issued to finance a portion of the costs of the construction of certain improvements to the water system of the Borrower (the "System"), to fund a deposit to the Reserve Account and to pay costs of issuance of the Series 2015 Bond. The Series 2015 Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Part 44, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution 05-18329, adopted by the City Council on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209, 12-19228, 14-10351 and 15-10443, adopted July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012, October 22, 2012, April 14, 2014 and April 13, 2015, respectively (as so amended and supplemented, the "Resolution"). The Series 2015 Bond is issuable only as a single, fully registered bond. The Series 2015 Bond is issued on a parity with the Borrower's outstanding First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2005 (the "Series 2005 Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"), First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009C (the "Series 2009C Bond"), First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D (the "Series 2009D Bond"), First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2010B (the "Series 2010B Bond"), Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2012 (the "Series 2012 Bond") and Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2014 (the "Series 2014 Bond"). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2015 Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, the Series 2010B Bond, the Series 2012 Bond, the Series 2014 Bond and the Series 2015 Bond (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2015 Bond.

The Borrower may prepay the principal of the Series 2015 Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of

principal prepaid. If the Series 2015 Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The Series 2015 Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2015 Bond is registered as the absolute owner hereof, whether this Series 2015 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2015 Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will forthwith construct and complete the improvements to the System hereinabove described; that it will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in that Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable from that Account; that the Borrower has created a Reserve Account in such fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the Reserve Requirement; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce in each fiscal year Net Revenues in excess of such current expenses, equal to 110% of the maximum amount of principal and interest payable from the Revenue Bond Account in any subsequent fiscal year; that additional Bonds and refunding Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Series 2005 Bond, the Series 2009B Bond, Series 2009C Bond, the Series 2009D Bond, the Series 2010B Bond, the Series 2012 Bond, the Series 2014 Bond, the Series 2015 Bond, and other parity Bonds, upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2005 Bond, the Series 2009B Bond, the Series 2009C Bond, the Series 2009D Bond, the Series 2010B Bond, the Series 2012 Bond, the Series 2014 Bond, the Series 2015 Bond, and additional parity Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2015 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2015 Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular

and due form, time and manner as so required; and that this Series 2015 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2015 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the 1st day of May, 2015.

_____
Mayor

_____
City Finance Director

(SEAL)

_____
City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Billings, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Signature of City Finance Director
May 1, 2015	Department of Natural Resources and Conservation 1625 Eleventh Avenue Helena, MT 59620	

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE BOND REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Finance Director of the City of Billings, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Bond Registrar

FORM OF ASSIGNMENT

For value received, this Bond is hereby transferred and assigned by the undersigned holder, without recourse,
to _____ on this _____ day
of _____, _____.

By:_____
(Authorized Signature)

For:_____
(Holder)

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

Date	Advances	Total Amount Advanced	Notation Made By

SCHEDULE B

Date	Principal	Interest	Administrative Expense Surcharge	Loan Loss Reserve Surcharge	Total Loan Payment

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. [_____], entitled: "RESOLUTION RELATING TO $70,000,000 WATER SYSTEM REVENUE BONDS, SERIES 2023A; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on July 10, 2023, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____ _____; voted against the same: _____ _____; abstained from voting thereon: _____ _____; or were absent: _____.

WITNESS my hand officially this 10th day of July, 2023.

_____
City Clerk

RESOLUTION NO. [_____]

RESOLUTION RELATING TO $70,000,000 WATER SYSTEM REVENUE BONDS, SERIES 2023A; AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR

BE IT RESOLVED by the City Council (the "Council") of the City of Billings, Montana (the "City"), as follows:

Section 1. Definitions, Authorizations and Findings.

1.01. Authorization. Under Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended (the "Act"), the City is authorized to sell and issue its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a water system; provided that the bonds and the interest thereon are to be payable solely out of the income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by such water system, and are not to create any obligation of the City for the payment of which taxes may be levied except to pay for services provided by the water system to the City.

1.02. Prior City Actions. In accordance with the Act, and pursuant to a resolution adopted by the Council on July 10, 2023 amending and restating prior water revenue bond resolutions (the "Original Resolution"), the City has issued and there are outstanding the City's:

- First Amended and Restated Water System Revenue Bond (DNRC Drinking Water Revolving Loan Program), Series 2005 (the "Series 2005 Bond"),
- Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009B (the "Series 2009B Bond"),
- First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009C (the "Series 2009C Bond"),
- First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009D (the "Series 2009D Bond"),
- First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2010B (the "Series 2010B Bond"),
- Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2012 (the "Series 2012 Bond"),
- Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2014 (the "Series 2014 Bond"), and
- Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2015 (the "Series 2015 Bond").

The Series 2005 Bond, Series 2009B Bond, Series 2009C Bond, Series 2009D Bond, Series 2010B Bond, Series 2012 Bond, Series 2014 Bond and Series 2015 Bond are collectively referred to herein as the "Outstanding SRF Bonds." Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original Resolution.

1.03. Additional Bonds. In Article IV of the Original Resolution, the City reserved the right to issue Additional Bonds payable from and secured by Net Revenues of the System on a parity with the Outstanding SRF Bonds on certain terms and conditions, including the requirement that Net Revenues of the System for the last complete Fiscal Year equaled at least 125% of the maximum amount of principal and interest payable from the Revenue Bond Account in any subsequent Fiscal Year on all Bonds then Outstanding and on the Additional Bonds proposed to be issued. The Net Revenues of the System for Fiscal Year ended June 30, 2022 were equal to $17,332,669, which is more than 125% of the maximum amount of principal and interest payable on the Outstanding SRF Bonds and Series 2023A Bonds (as hereinafter defined) in any subsequent Fiscal Year ($6,334,940.50 x 125% = $7,918,675.63). Therefore, it is determined that the City is authorized to issue the Series 2023A Bonds in the aggregate principal amount of $70,000,000 as Additional Bonds on a parity with the Outstanding SRF Bonds.

1.04. The System Project. The City has determined to undertake certain improvements to the City's municipal water system (the "System"), including design, engineering and construction of a new water reservoir, water treatment plant and related improvements (collectively, the "System Project"). The System Project is currently expected to cost $150,000,000. Proceeds of the Series 2023A Bonds are expected to be used to pay a portion of the costs of the System Project and to pay costs of issuing the Series 2023A Bonds. Costs of the System Project in excess of the proceeds of the Series 2023A Bonds are expected to be paid from cash on hand and from proceeds of a series of Additional Bonds, anticipated to be issued in calendar year 2024.[1]

1.05. Findings and Determinations. It is hereby found, determined and declared by this Council as follows:

(a) The City is authorized under the Act to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the payment of the Bonds the revenues to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired.

(b) The Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2023A Bonds will be sufficient to pay the principal of and interest when due on the Outstanding SRF Bonds and the Series 2023A Bonds, to create and maintain reasonable reserves therefor, to pay the reasonable and ordinary costs of operating and maintaining the System and to provide an adequate allowance for replacement and repair, as herein prescribed or prescribed in the Original Resolution.

[1] NTD: the Additional Bonds would be issued pursuant to a new supplemental resolution to be approved by City Council

Upon the issuance of the Series 2023A Bonds, the only Bonds payable from the System will be the Outstanding SRF Bonds and the Series 2023A Bonds.

(c) It is in the best interests of the City and its residents to issue and sell the Series 2023A Bonds to finance or reimburse the costs of the System Project as provided in this Supplemental Resolution.

1.06. Authorization and Sale of Series 2023A Bonds.

(a) Pursuant to Resolution No. 23-11110 adopted April 10, 2023 (the "Authorizing Resolution"), which authorized and provided for the sale of the City's Water System Revenue Bonds, Series 2023A (the "Series 2023A Bonds"), the City conducted a public sale, duly noticed pursuant to Section 7-7-4434 of the Act, including in The Bond Buyer, a newspaper of general circulation in the State, pursuant to which bids were received on June 21, 2023. Thereafter the City Administrator and the City Finance Director were presented with tabulated bids.

(b) Based on such bids and in accordance with the parameters set forth in the Authorizing Resolution, on April 10, 2023, the City Administrator and the City Finance Director awarded the sale of the Series 2023A Bonds to BofA Securities, New York, New York (the "Original Purchaser"), on its bid, which is attached hereto as Exhibit A, to purchase the Series 2023A Bonds at a price of $75,335,931.15 (representing the principal amount of the Series 2023A Bonds ($70,000,000.00, plus original issue premium of $5,386,331.15, and less underwriter's discount of $50,400.00). The interest rates designated by the Original Purchaser in such bid and set forth in Section 2.01 result in a true interest cost of 3.6434124%.

It is hereby found, determined and declared that the public sale was conducted in accordance with the Act and the interest rates and other terms of the Original Purchaser's bid are in accordance with the parameters set forth in the Authorizing Resolution and the procedures of the public sale and the award of the Series 2023A Bonds to the Original Purchaser are hereby ratified and confirmed.

1.07. Recitals. All acts, conditions and things required by the Constitution and laws of the State to be done, to exist, to happen and to be performed prior to the issuance of the Series 2023A Bonds have been done, do exist, have happened, and have been performed in due time, form and manner, wherefore it is now necessary for this Council to establish the form and terms of the Series 2023A Bonds, to provide for the security thereof and to issue the Series 2023A Bonds forthwith.

Section 2. Bond Terms, Execution and Delivery.

2.01. Term of Series 2023A Bonds. The Series 2023A Bonds shall be designated "Water System Revenue Bonds, Series 2023A." The Series 2023A Bonds shall be in denominations of $5,000 or any integral multiple thereof of single maturities. The Series 2023A Bonds are not secured by the Reserve Account. The Series 2023A Bonds shall mature, subject to redemption as hereinafter provided, on July 1 in the years and amounts listed below, and the Series 2023A Bonds maturing in such years and amounts shall bear interest from date of original

issue until paid or duly called for redemption at the rates shown opposite such years and amounts, as follows:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2024	$ 580,000	5.000%	2034	$3,530,000	5.000%
2025	445,000	5.000	2035	4,225,000	5.000
2026	1,595,000	5.000	2036	4,545,000	5.000
2027	1,670,000	5.000	2037	4,770,000	5.000
2028	1,755,000	5.000	2038	5,010,000	3.875
2029	1,845,000	5.000	2039	5,205,000	4.000
2030	2,590,000	5.000	2040	5,415,000	4.000
2031	2,870,000	5.000	2041	5,630,000	4.000
2032	3,015,000	5.000	2042	5,855,000	4.000
2033	3,360,000	5.000	2043	6,090,000	4.000

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

2.02. Registered Form, Interest Payment Dates. The Series 2023A Bonds shall be issuable only in fully registered form, and the ownership of the Series 2023A Bonds shall be transferred only upon the Bond Register of the City hereinafter described. The interest on the Series 2023A Bonds shall be payable on January 1 and July 1 in each year, commencing January 1, 2024. Interest on the Series 2023A Bonds shall be payable to the Holders thereof as of the close of business on the 15th day of the month immediately preceding each Interest Payment Date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Series 2023A Bond shall be payable by check or draft issued by the Registrar described herein.

2.03. Dated Date. Each Series 2023A Bond shall be dated, as originally issued, as of July 20, 2023, and upon authentication of any Series 2023A Bond the Registrar shall indicate thereon the date of such authentication.

2.04. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Bond Register. The Registrar shall keep at its principal office a Bond Register in which the Registrar shall provide for the registration of ownership of Series 2023A Bonds and the registration of transfers and exchanges of Series 2023A Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Series 2023A Bonds. Upon surrender to the Registrar for transfer of any Series 2023A Bond duly endorsed by the Holder thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Holder thereof or by the Holder's attorney-in-fact in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or

more new Series 2023A Bonds of the same series and of a like aggregate principal amount, interest rate and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Series 2023A Bond or portion thereof selected or called for redemption.

(c) Exchange of Bonds. Whenever any Series 2023A Bond is surrendered by the Holder for exchange, the Registrar shall authenticate and deliver one or more new Series 2023A Bonds of the same series of a like aggregate principal amount, interest rate and maturity, as requested by the Holder or the Holder's attorney-in-fact in writing.

(d) Cancellation. All Series 2023A Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Series 2023A Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Series 2023A Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Holders. The City and the Registrar may treat the Person in whose name any Series 2023A Bond is at any time registered in the Bond Register as the absolute owner of such Series 2023A Bond, whether such Series 2023A Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Series 2023A Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Series 2023A Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Series 2023A Bonds (except for an exchange upon a partial redemption of a Series 2023A Bond), the Registrar may impose a charge upon the Holder thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Series 2023A Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Series 2023A Bond of the same series of a like aggregate principal amount, interest rate and maturity date in exchange and substitution for and upon cancellation of any such mutilated Series 2023A Bond or in lieu of and in substitution for any such Series 2023A Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Series 2023A Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Series 2023A Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as

obligees. All Series 2023A Bonds so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Series 2023A Bond has already matured or such Series 2023A Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Series 2023A Bond prior to payment.

2.05. Appointment of Initial Registrar. The City hereby appoints U.S. Bank Trust Company, National Association, in Salt Lake City, Utah, to act as Registrar for the Series 2023A Bonds. The City reserves the right to appoint a successor Registrar, but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed. Upon merger or consolidation of a bank or trust company that is acting as the Registrar, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City reserves the right to remove any Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Series 2023A Bonds in its possession as Registrar to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

2.06. Optional Redemption. The Series 2023A Bonds with Stated Maturities in the years 2024 through 2032 are not subject to redemption prior to their Stated Maturities. The Series 2023A Bonds with Stated Maturities on or after July 1, 2033 are subject to redemption on July 1, 2032 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in $5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a redemption price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

The Redemption Date and the principal amount of the Series 2023A Bonds to be redeemed shall be fixed by the City Finance Director who shall give notice thereof to the Registrar at least 35 days prior to the Redemption Date or such lesser period as the Registrar accepts. The Registrar, at least 30 days prior to the designated Redemption Date, shall cause notice of redemption to be given, by first class mail or by other means required by the securities depository, to the Holders of each Series 2023A Bond to be redeemed at their addresses as they appear on the Bond Register, but no defect in or failure to give such notice shall affect the validity of proceedings for the redemption of any Series 2023A Bond not affected by such defect or failure. The notice of redemption shall specify the Redemption Date, redemption price, the numbers, interest rates and CUSIP numbers of the Series 2023A Bonds to be redeemed, if the notice is conditional, the conditions that must be satisfied for the redemption to occur, and the place at which the Series 2023A Bonds are to be surrendered for payment, which is the principal office of the Registrar. Official notice of redemption having been given as aforesaid, the Series 2023A Bonds or portions thereof so to be redeemed shall, on the Redemption Date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2023A Bonds or portions thereof shall cease to bear interest.

Any notice of optional redemption of Series 2023A Bonds may state that redemption is conditioned upon the receipt by the Registrar on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of the Series 2023A Bonds to be redeemed or upon the satisfaction of any other condition stated in the notice, and that if such money is not so received or such condition not so satisfied, such notice shall be of no force and effect, and the City shall not be required to redeem such Series 2023A Bonds. In the event that a notice of redemption contains such a condition and such money is not so received or such condition is not so satisfied, the redemption will not be made and the Registrar will, within a reasonable time thereafter, give notice in the manner in which the notice of redemption was given, that such money was not so received or such condition not so satisfied and that such redemption was not made.

2.07. Execution and Delivery. The Series 2023A Bonds shall be executed on behalf of the City in accordance with the Original Resolution. When the Series 2023A Bonds have been fully executed, they shall be authenticated and registered by the Registrar and delivered to the Original Purchaser upon payment of the purchase price therefor, and the Original Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository for the Series 2023A Bonds.

(a) For purposes of this Section 2.08, the following terms shall have the following meanings:

"Beneficial Owner" shall mean, whenever used with respect to a Series 2023A Bond, the person in whose name such Series 2023A Bond is recorded as the beneficial owner of such Series 2023A Bond by a Participant on the records of such Participant, or such person's subrogee.

"Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2023A Bonds.

"DTC" shall mean The Depository Trust Company of New York, New York.

"Participant" shall mean any broker-dealer, bank or other financial institution for which DTC holds Series 2023A Bonds as securities depository.

"Representation Letter" shall mean the Blanket Issuer Letter of Representations pursuant to which the City agrees to comply with DTC's Operational Arrangements.

(b) The Series 2023A Bonds shall be initially issued as separately authenticated fully registered Series 2023A Bonds, and one Series 2023A Bond shall be issued in the principal amount of each Stated Maturity of the Series 2023A Bonds. Upon initial issuance, the ownership of such Series 2023A Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive Holder of the Series 2023A Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2023A Bonds, selecting the Series 2023A Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to Holders of Series

2023A Bonds under the Original Resolution or this Supplemental Resolution, registering the transfer of Series 2023A Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Series 2023A Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register as being a Holder, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2023A Bonds, with respect to any notice which is permitted or required to be given to Holders under the Original Resolution or this Supplemental Resolution, with respect to the selection by DTC or any Participant of any Person to receive payment in the event of a partial redemption of the Series 2023A Bonds, or with respect to any consent given or other action taken by DTC as Holder of the Series 2023A Bonds. So long as any Series 2023A Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Series 2023A Bond, and shall give all notices with respect to such Series 2023A Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Series 2023A Bonds to the extent of the sum or sums so paid. Unless the services of DTC as securities depository with respect to the Series 2023A Bonds are terminated as provided in subsection (c) hereof, no Person other than DTC shall receive an authenticated Series 2023A Bond for each separate Stated Maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2023A Bonds will be transferable to such new nominee in accordance with subsection (e) hereof.

(c) In the event the City determines to discontinue the book-entry-only system for the Series 2023A Bonds, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Series 2023A Bonds in the form of certificates. In such event, the Series 2023A Bonds will be transferable in accordance with subsection (e) hereof. DTC may determine to discontinue providing its services with respect to the Series 2023A Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Series 2023A Bonds will be transferable in accordance with subsection (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by Holders and Beneficial Owners and payments on the Series 2023A Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under the Original Resolution and this Supplemental Resolution.

(e) In the event that any transfer or exchange of Series 2023A Bonds is permitted under subsection (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Series 2023A Bonds to be transferred

or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Supplemental Resolution. In the event Series 2023A Bonds in the form of certificates are issued to Holders other than Cede & Co., its successor as nominee for DTC as Holder of all the Series 2023A Bonds, or another securities depository as Holder of all the Series 2023A Bonds, the provisions of the Original Resolution and this Supplemental Resolution shall also apply to all matters relating thereto, including, without limitation, the preparation of such Series 2023A Bonds in the form of Series 2023A Bond certificates and the method of payment of principal of and interest on such Series 2023A Bonds in the form of Series 2023A Bond certificates.

2.09. Form of Series 2023A Bonds. The Series 2023A Bonds shall be prepared in substantially the form set forth in Exhibit B hereto and by this reference is made a part hereof.

2.10. Use of Proceeds. On the date of issuance of the Series 2023A Bonds, the City Finance Director shall apply the proceeds of the Series 2023A Bonds as follows:

(a) $75,107,431.15 shall be deposited to the Acquisition and Construction Account and used to pay or reimburse the City for costs of the System Project; and

(b) $228,500.00 shall be deposited to the Acquisition and Construction Account and used to pay costs of issuance of the Series 2023A Bonds.

Section 3. Security for the Series 2023A Bonds. The Series 2023A Bonds are issued under and pursuant to Sections 4.1 and 4.2 of the Original Resolution and shall, with the Outstanding SRF Bonds and any Additional Bonds hereafter issued, be secured, equally and ratably, by a first lien upon the Net Revenues of the System (the Gross Revenues being subject to the prior appropriation thereof to the Operating Account for the payment of Operating Expenses), without preference or priority of any one Bond over any other by reason of serial number, date of issue, series designation or otherwise, all as provided in the Original Resolution. The Series 2023A Bonds are not secured by the Reserve Account. The City shall keep, perform and observe each and every one of its covenants and undertakings set forth in the Original Resolution, as amended and supplemented by this Resolution.

Section 4. Continuing Disclosure. The Council hereby approves the Continuing Disclosure Undertaking of the City substantially in the form of the attached Exhibit C and authorizes the Mayor and the City Clerk, or in the absence of either of them or in the event of their inability to sign, their designees, to execute and deliver the Continuing Disclosure Undertaking on behalf of the City contemporaneously with the date of issuance and delivery of the Series 2023A Bonds, with such changes as may be necessary or appropriate. The signatures of any two authorized officers of the City are adequate to cause the Continuing Disclosure Undertaking to be binding and enforceable on the City.

Section 5. Tax Covenants and Certifications.

5.01. Use of System Project. The System Project will be owned and operated by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person

relating to the use of the System Project or security for the payment of the Series 2023A Bonds which might cause the Series 2023A Bonds to be considered "private activity bonds" or "private loan bonds" within the meaning of Section 141 of the Code.

5.02. General Covenant. The City covenants and agrees with the Holders from time to time of the Series 2023A Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2023A Bonds to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2023A Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

5.03. Arbitrage Certification. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for issuing the Series 2023A Bonds pursuant to the Original Resolution and this Supplemental Resolution, are authorized and directed to execute and deliver to the Original Purchaser, certificates in accordance with the provisions of Section 148 of the Code and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2023A Bonds, it is reasonably expected that the proceeds of the Series 2023A Bonds will not be used in a manner that would cause the Series 2023A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

5.04. Arbitrage Rebate. The City acknowledges that the Series 2023A Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Series 2023A Bonds from gross income for federal income tax purposes, unless the Series 2023A Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no "gross proceeds" of the Series 2023A Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the City Finance Director is hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

5.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than November 15, 2023, a statement concerning the Series 2023A Bonds containing the information required by Section 149(e) of the Code.

Section 6. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the Original Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Series 2023A Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Section 7. Repeals and Effective Date.

7.01. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Council that are in any way inconsistent with the terms and provisions of this Supplemental Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Supplemental Resolution.

7.02. Effective Date. This Supplemental Resolution shall take effect immediately upon its passage and adoption by this Council.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 10th day of July, 2023.

_____
Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

[Winning Bid]

BofA Securities - New York, NY's Bid
City of Billings, Montana
$70,000,000 Water System Revenue Bonds, Series 2023A

PARITY

For the aggregate principal amount of $70,000,000.00, we will pay you ~~$75,423,161.80~~ $75,335,931.15, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price	Bond Insurance
07/01/2024	~~730M~~ 580M	5.0000	3.1500	101.711	
07/01/2025	~~615M~~ 445M	5.0000	2.9700	103.811	
07/01/2026	~~1,765M~~ 1,595M	5.0000	2.8900	105.918	
07/01/2027	~~1,835M~~ 1,670M	5.0000	2.8000	108.165	
07/01/2028	~~1,910M~~ 1,755M	5.0000	2.7700	110.242	
07/01/2029	~~1,985M~~ 1,845M	5.0000	2.7700	112.148	
07/01/2030	~~2,720M~~ 2,590M	5.0000	2.7100	114.411	
07/01/2031	~~2,980M~~ 2,870M	5.0000	2.6000	117.130	
07/01/2032	~~3,095M~~ 3,015M	5.0000	2.6000	119.047	
07/01/2033	~~3,415M~~ 3,360M	5.0000	2.7000	118.171	
07/01/2034	~~3,535M~~ 3,530M	5.0000	2.8000	117.303	
07/01/2035	~~4,185M~~ 4,225M	5.0000	2.9100	116.357	
07/01/2036	~~4,450M~~ 4,545M	5.0000	3.1000	114.745	
07/01/2037	~~4,630M~~ 4,770M	5.0000	3.2600	113.407	
07/01/2038	~~4,815M~~ 5,010M	3.8750	3.8800	99.941	
07/01/2039	~~5,010M~~ 5,205M	4.0000	3.8800	100.898	
07/01/2040	~~5,225M~~ 5,415M	4.0000	3.9200	100.597	
07/01/2041	~~5,455M~~ 5,630M	4.0000	3.9700	100.222	
07/01/2042	~~5,695M~~ 5,855M	4.0000	4.0000	100.000	
07/01/2043	~~5,950M~~ 6,090M	4.0000	4.0300	99.589	

Total Interest Cost:	~~$40,042,232.24~~	$40,633,995.66
Premium:	~~$5,423,161.80~~	$5,335,931.15
Net Interest Cost:	~~$34,619,070.44~~	$35,298,064.51
TIC:	~~3.630467%~~	3.6434124%
Total Insurance Premium:		$0.00

Time Last Bid Received On: 06/21/2023 9:57:12 MDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: BofA Securities, New York, NY
Contact: David Anderson
Title: Managing Director
Telephone: 212-449-5081
Fax: 212-449-3733

Issuer Name:	City of Billings, MT	Company Name:	BofA Securities
Accepted By:	_____	Accepted By:	
Date:	June 21, 2023	Date:	June 21, 2023

EXHIBIT B

[FORM OF SERIES 2023A BOND]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF YELLOWSTONE

CITY OF BILLINGS

WATER SYSTEM REVENUE BOND
SERIES 2023A

No. R-____ $_____

Rate	Maturity Date	Date of Original Issue	CUSIP
%	July 1,	July 20, 2023	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS AND NO/100

FOR VALUE RECEIVED, CITY OF BILLINGS, MONTANA (the "City"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the registered owner named above, or registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal amount specified above on the maturity date specified above or, if this Bond is prepayable as stated herein, on any date prior thereto on which this Bond shall have been duly called for redemption, with interest thereon from the date of original issue set forth above or from such later date to which interest has been paid or duly provided for at the rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank Trust Company, National Association, of Salt Lake City, Utah, as registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar") at its operations center in St. Paul, Minnesota. The interest on this Bond shall be payable on January 1 and July 1 in each year, commencing January 1, 2024. Interest on the Series 2023A Bonds shall be payable to the owners of record thereof as such appear on the Bond Register as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of this Bond shall be payable by check or draft issued by or drawn on the Registrar or, as appropriate, by wire transfer. The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other

nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

This Bond is one of a series of Water System Revenue Bonds of the City authorized to be issued in the aggregate principal amount of $70,000,000 (the "Series 2023A Bonds"). The Series 2023A Bonds are issued to finance costs of construction of certain improvements to the water system of the City (the "System"), and to pay costs of issuance of the Series 2023A Bonds. The Series 2023A Bonds are issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and Resolution No. [_____] (the "Original Resolution"), adopted by the City Council on July 10, 2023, as amended and supplemented by Resolution No. [_____], adopted July 10, 2023 (as so amended and supplemented, the "Resolution"), to which Resolution, copies of which are on file with the City, reference is hereby made for a description of the nature and extent of the security, the respective rights thereunder of the Holders of the Series 2023A Bonds and the City and the terms upon which the Series 2023A Bonds are to be issued and delivered. Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The Series 2023A Bonds are issuable as a series, all of like date of original issue and tenor except as to serial number, denomination, date, interest rate, maturity date and redemption privilege. The Series 2023A Bonds are issued on a parity with and are equally and ratably secured by Net Revenues of the System with the City's outstanding First Amended and Restated Water System Revenue Bond (DNRC Drinking Water Revolving Loan Program), Series 2005; Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009B; First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009C; First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009D; First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2010B; Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2012; Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2014 and Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2015 (all such Bonds, collectively, the "Outstanding SRF Bonds"). The Series 2023A Bonds are <u>not</u> secured by the Reserve Account.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2023A Bonds have been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which Additional Bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Outstanding SRF Bonds and the Series 2023A Bonds (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the City, and the rights of the owners of the Series 2023A Bonds.

The Series 2023A Bonds with stated maturities in the years 2024 through 2032 are not subject to redemption prior to their stated maturities. The Series 2023A Bonds with stated maturities on or after July 1, 2033 are subject to redemption on July 1, 2032 and any date thereafter, at the option of the City, in whole or in part, and if in part from such stated maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is

made, in inverse order of maturities and within a maturity in $5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a redemption price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2023A Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by its attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or its attorney; and may also be surrendered in exchange for Series 2023A Bonds of other authorized denominations. Upon any such transfer or exchange, the City will cause a new Series 2023A Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The Series 2023A Bonds, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation or provision.

The City may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the City shall not be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the City will forthwith construct and complete the improvements to the System hereinabove described; that it will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the Gross Revenues of the System will be paid, and a separate and special Revenue Bond Account in the Water System Fund, into which will be paid semiannually, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to Outstanding Bonds payable semiannually from the Revenue Bond Account; that the City has created a Reserve Account in the Water System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the Reserve Requirement; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Outstanding SRF Bonds, the Series 2023A Bonds and any Additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide Gross Revenues adequate to pay promptly the Operating Expenses of the System and to produce during each Fiscal Year Net Revenues not less than 125% of the maximum annual principal and interest payable on Outstanding Bonds in any future Fiscal Year; that Additional Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Outstanding Bonds and Series 2023A Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Outstanding Bonds and Series 2023A Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2023A

Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Series 2023A Bond a valid and binding special obligation of the City according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2023A Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2023A Bonds does not cause either the general or the special indebtedness of the City to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Billings, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, the City Finance Director, and City Clerk, and has caused the official seal of the City to be affixed hereto, and has caused this Bond to be dated as of the 20th day of July, 2023.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Signature)
(Facsimile Seal) CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned herein.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Registrar, Transfer Agent, and
Paying Agent

By_____
Authorized Signature

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --	as tenants in common	UTMA.....Custodian..... (Cust) (Minor)
TEN ENT --	as tenants by the entireties	
		under Uniform Gifts to
JT TEN --	as joint tenants with right of survivorship and not as tenants in common	Minor Act..... (State)

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

_____

_____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

SIGNATURE GUARANTEED

_____

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

EXHIBIT C

Form of Continuing Disclosure Undertaking

This CONTINUING DISCLOSURE UNDERTAKING is made by the CITY OF BILLINGS, MONTANA (the "City") in connection with the issuance and delivery by the City of its $70,000,000 Water System Revenue Bonds, Series 2023A (the "Series 2023A Bonds"), as of this 20th day of July, 2023.

(a) Purpose and Beneficiaries. The Series 2023A Bonds were issued by the City in a public offering pursuant to an Official Statement dated June 21, 2023 with respect to the Series 2023A Bonds (the "Official Statement"). To provide for the public availability of certain information relating to the Series 2023A Bonds and the security therefor and to permit participating underwriters in the primary offering of the Series 2023A Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the City hereby makes the following covenants and agrees, for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Series 2023A Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access system website ("EMMA"), as hereinafter described. The City is the only "obligated person" in respect of the Series 2023A Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

If the City fails to comply with this Continuing Disclosure Undertaking, any person aggrieved thereby, including the Owners of the outstanding Series 2023A Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of this Continuing Disclosure Undertaking, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained in this Continuing Disclosure Undertaking, in no event shall a default under this Continuing Disclosure Undertaking constitute a default under the Series 2023A Bonds or under any other provision of Resolution No. _____, adopted by the City Council of the City on July 10, 2023, as amended and supplemented by Resolution No. _____, adopted by the City Council of the City on July 10, 2023 (collectively, the "Resolution"). Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

As used in this Continuing Disclosure Undertaking, "Owner" means, in respect of a Series 2023A Bond, the registered owner or owners thereof appearing in the Bond Register or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used in this Continuing Disclosure Undertaking, "Beneficial Owner" means, in respect of a Series 2023A Bond, any person or entity that (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Series 2023A Bond

(including persons or entities holding Series 2023A Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Series 2023A Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in Section 3 hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(i) On or before 365 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2023, the following financial information and operating data in respect of the City (the "Disclosure Information"):

(A) audited financial statements of the City for the then most recent completed fiscal year or, if unavailable by the date specified, the City shall provide on or before such date unaudited financial statements as part of the Disclosure Information and, within 10 days after the receipt of thereof, the City shall provide the audited financial statements. The audited financial statements are to be prepared in accordance with generally accepted accounting principles or as otherwise provided under State law, as such principles may be changed from time to time as permitted by State law. If and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, the discrepancies will be noted; and

(B) updated information for the City for the then most recent completed fiscal year compiled by the City and publicly available under applicable data privacy or other law to include:

(1) a list of the major System users for the then current fiscal year in format similar to the table titled "Major Water System Customers" in Appendix A to the Official Statement; and

(2) updated information regarding the number of customers served by the System in a format similar to the table under the heading "Historical Water Customers" in Appendix A to the Official Statement;

(3) updated information regarding any changes in the user rates in a format similar to the tables under the heading "Rates, Charges and Fees" in Appendix A to the Official Statement;

(4) debt service coverage for the then most recent completed fiscal year.

The Disclosure Information will be provided as described in Section 3 and may be provided in a single document or multiple documents, and may be incorporated by specific reference to documents available to the public on the internet website of the MSRB or filed with the Securities Exchange Commission (the "SEC"). Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including

official statements, which have been filed with the SEC or have been made available to the public on EMMA. The City shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be material (as hereinafter defined), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Continuing Disclosure Undertaking is amended as permitted by Section 4(b) hereof, then the City shall include in the next Disclosure Information to be delivered pursuant to this Continuing Disclosure Undertaking, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(ii) In a timely manner not in excess of ten (10) business days, the City will provide notice of the occurrence of any of the following events:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Series 2023A Bonds or other material events affecting the tax status of the Series 2023A Bonds;

(7) modifications to rights of holders of the Series 2023A Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of property securing repayment of the Series 2023A Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership, or similar event of the City;

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties.

As used herein, for those events that must be reported if material, an event is "material" if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Series 2023A Bond or, if not disclosed, would materially alter the total mix of information otherwise available to an investor from the Official Statement or information generally available to the public. Notwithstanding the foregoing sentence, an event is also "material" if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Series 2023A Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For purposes of paragraphs (O) and (P) above, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of either (i) or (ii). A "financial obligation" does not include municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

(iii) In a timely manner, the City will provide notice of the occurrence of any of the following events or conditions:

(A) the failure of the City to provide the Disclosure Information described under Sections 2(a) and 2(b) hereof at the time specified thereunder;

(B) the amendment or supplementing of this Continuing Disclosure Undertaking pursuant to Section 4(b) hereof, together with a copy of such amendment or supplement and any explanation provided by the City; and

(C) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in Section 2 hereof to the MSRB through EMMA in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(d) Term; Amendments; Interpretation.

(i) This Continuing Disclosure Undertaking shall remain in effect until all Series 2023A Bonds have been paid or defeased under the Resolution.

(ii) Notwithstanding paragraph (a) above, this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided under Section 2(c)(ii) hereof), or the consent of the Owners of any Series 2023A Bonds, by a resolution or ordinance of the City filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that such amendment or supplement (1) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (2) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule, assuming that such provisions apply to the Series 2023A Bonds. If this Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) are so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(iii) This Continuing Disclosure Undertaking is entered into as a continuing disclosure undertaking to provide continuing disclosure identical to that required by the continuing disclosure provisions of the Rule and should be construed so this Continuing Disclosure Undertaking would satisfy the requirements of paragraph (b)(5) of the Rule, assuming it was otherwise applicable to the Series 2023A Bonds.

(e) Further Limitation of Liability of City. None of the agreements or obligations of the City contained in this Continuing Disclosure Undertaking shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions whatsoever or constitute a pledge of the general credit or taxing powers of the City.

CITY OF BILLINGS, MONTANA

By _____
City Administrator

By _____
City Finance Director

City Council Regular

Date:	07/10/2023
Title:	Zone Change 1027 - Viking Tvetene Planned Development Amendment - 2nd reading
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-23-00048

RECOMMENDATION

The Zoning Commission recommended approval and adoption of the findings of the 10 review criteria for Zone Change 1027. The City Council approved the zone change on first reading on June 26, 2022. A second reading is required to give final approval to the zone change. Staff recommends the City Council approve the ordinance on second reading to be consistent with first reading action.

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

This is a zone change request to amend the underlying Zoning master-plan for the several lots in the Viking Tvetene Planned Development zone generally located south and west of the intersection of East Lane and Elysian Road. The original Planned Development zone was approved by the County Commissioners in 2013 to include land west of Elysian School with underlying zoning of Highway Commercial (HC) and Controlled Industrial (CI), two zone districts that have now been retired. The Planned Development also included a reduced set of allowed uses in both underlying zone districts to protect the school and the surrounding agricultural and residential uses. The property was recently annexed to the city and property has been sold to Elysian School to accommodate the growing campus. This zone change and amendment to the PD agreement will update the names of the owners to include the school district, and a development company along with Viking Land, LLC. The amendment also updates the special agreements in the document and names the city's code for landscaping requirements for parcels that were recently annexed to the city. The amendment will make this agreement easier to interpret and enforce and provide continuing predictability for the school and owners of property in the development and surrounding owners.

The change in the underlying Zoning master-plan will expand the area with underlying HC zoning and decrease the area for the underlying CI zoning. In addition, the two parcels recently purchased by the school will be zoned Public 2 (P2) to match the school's existing zoning. The HC and CI zone districts are archived zone districts in use for all Planned Developments in the city and county. The new zoning code adopted in February 2021 anticipated the need to use these archived zone districts for the 80+ Planned Development zone districts. The owners in these Planned Developments can rely on these archived districts to guide the development within these areas. Section 27-107 of the zoning code does provide language to guide the interpretation of these Planned Development documents:

> *Section 27-107.D. Planned developments and master site plans approved prior to the effective date.*
> *1. Any planned development identified on the zoning map and approved prior to the effective date shall remain valid. Planned developments that refer to zone districts not included in this zoning code shall use the archived zoning code requirements. For example, a reference to an underlying zone district of "community commercial" shall refer to the use table, use standards, and other requirements for that zone district in the archived zoning code.*
> *2. Planned development and master site plan approvals that predate the adoption of this zoning code shall be narrowly interpreted and are limited to the specified terms of approval. Where a term was not defined or a process not specified in the PD or MSP approval, the most closely similar provision of this zoning code shall be applied. For example, if a planned development does not specify a process for amendment, the process for amending planned development approvals in this zoning code will be used.*

Planning staff recommended approval of the proposed zone change and amendment to the Planned Development agreement to the City Zoning Commission. The Zoning Commission conducted a public hearing on June 6, 2023 and concurred with the staff recommendation. The increase in the underlying HC zone is to accommodate a multifamily development project adjacent to the school property. The HC zone district allows multifamily residential development similar to the retired Residential Multifamily-Restricted (RMF-R) zone district. For example, the original zoning for Riverfront Pointe Estates (east of Mullowney Lane) was Highway Commercial. There is no substantial change in the original findings for this Planned Development except the type of traffic may change from commercial truck traffic to more residential type traffic.

A minor subdivision of the property was approved by the City Council on May 22, 2023. One of the conditions of approval is to require an update to the Traffic Impact Study and road improvements as required to handle the intended type and volume of traffic on adjacent streets and roads. Another condition of the approval requires at least three pedestrian connections to the school property. This will allow any students in the new residential neighborhoods to walk to the school without traveling on a collector or arterial street. The updates and amendments align with the 2016 City Growth Policy to encourage strong neighborhoods with walkable streets and housing choices. In addition, the limitation of uses within both underlying zone districts protects and encourages compatible uses on the property.

STAKEHOLDERS

The applicant conducted a pre-application neighborhood meeting on March 24, 2023, at the Elysian School. Approximately 13 surrounding property owners attended the meeting along with the agents for the owners, IMEG Corp staff Anna Vickers, Matt Suek, and Renae Heisler. The meeting notes are attached.

The Planning staff published a legal ad, posted the property and sent notification to the 69 property owners within the required notice area of 1,320 feet. The Planning staff did not receive any letters, emails or phone calls regarding the proposed zone change prior to the Zoning Commission hearing.

Zoning Commission Hearing

The Zoning Commission conducted a public hearing on June 6, 2023, and received the staff report and recommendation for approval. The applicant's agent, Anna Vickers of IMEG Corp., provided testimony in favor of the application and answered questions from the Zoning Commission. There was no other testimony. Commission member David Goss asked whether the 2019 County Zoning Code could be amended and then make the PD agreement out-of-date. Staff stated the 2019 County Zoning Code named in the document is an archived version (Dec 2020) of the code and cannot be amended by the County. The 2019 County Code is similar to the City's archived Zoning Code (February 2021).

The Chair Michael Larson closed the public hearing. Commission member Dan Brooks made a motion to recommend approval and adoption of the findings of the 10 review criteria. The motion was seconded by Commission member Greg McCall and was approved on a 4-0 vote. Commission member Trina White was absent.

City Council Public Hearing

The City Council conducted a public hearing on June 26, 2023, and received the Zoning Commission recommendation and testimony from the applicant's agent, Anna Vickers of IMEG Corporation. No other testimony was received. Council member Shaw made a motion to approve the proposed zone change and adopt the findings of the 10 review criteria. The motion was seconded by Council member Purinton, and the motion was approved on a 11 to 0 vote.

ALTERNATIVES

The City Council may:

- Approve and adopt the findings of the ten review criteria for Zone Change 1027; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1027; 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.

FISCAL EFFECTS

Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

SUMMARY

Before making a decision on the zone change request, the City Council shall consider the recommended findings of the Zoning Commission for the 10 review criteria.

1. Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:
The proposed amendment is also in line with the adopted 2016 Growth Policy goals for:
Essential Investments:
Landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors
Infill development and development near existing City infrastructure may be the most cost-effective

Community Fabric:
Developed landscape areas in commercial areas encourage more pedestrian activity and vibrant commercial activity
Attractive street-scapes provide a pleasant and calming travel experience in urban and suburban neighborhoods
Outdoor public spaces provide casual and relaxing gathering areas for people
Developed landscape areas in commercial areas encourage more pedestrian activity and vibrant commercial activity
Attractive street-scapes provide a pleasant and calming travel experience in urban and suburban neighborhoods
Strong Neighborhoods:
Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction
Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale streetlights, street trees and walkable access to public spaces
Home Base:
A mix of housing types that meet the needs of a diverse population is important
Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe
Mobility and Access:
Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings
"Safe Routes to Schools" promotes physical health and reduces vehicle trips, earning parents more time and less cost for transportation
Prosperity:
A diversity of available jobs can ensure a strong Billings' economy
Successful businesses that provide local jobs benefit the community
Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses
Retaining and supporting existing businesses helps sustain a healthy economy

2. Is the new zoning designed to secure from fire and other danger?
The subject property is currently served by the Billings Fire Department. No development has occurred yet but a new city subdivision has been approved. The nearest fire station is located on S 24th Street, approximately 3 miles north of the subject property. Depending on the specific uses, additional review for fire protection would be conducted during the development process for this property. City water and other improvements will be in place to protect the new uses from fire and other dangers.

3. Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety will not be affected by the proposed change. The underlying zone districts and prohibited uses will continue to provide predictability and compatibility between uses.

4. Will the new zoning facilitate the provision of transportation, water, sewerage, schools, parks and other public requirements?
Transportation: The existing zoning and new development will increase traffic on East Lane, Elysian Road and Shackelford Lane, the three access roads available to the property. The increase is addressed through the traffic analysis during the recent subdivision. Street and road improvements will be needed as part of the final plat.
Water and Sewerage: The property will be served by city water and sewer. There were issues raised during the annexation or subdivision of the property effecting the provision of water or sewer.
Schools and Parks: The proposed zoning will help protect the Elysian School property and function. The proposed adjacent development will be residential in nature. The School district supports the amendment to the agreement.
Fire and Police: The subject property is serviced by the Billings Fire Department and the Billings Police Department. The Fire Department and BPD commented at the annexation request that additional development will continue to strain current department resources.

5. Will the new zoning provide adequate light and air?
The existing PD zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air. The amendment does not alter these requirements.

6. Will the new zoning effect motorized and non-motorized transportation?
Non-motorized travel -- walking and biking -- is an essential part of the circulation plan for this area of Billings. Elysian Road will be widened and a new multi-use path will be constructed. At least three pedestrian accesses will be provided to Elysian School from the new residential development in the underlying HC zone district. The preliminary traffic impact study identified that all accesses from the development should be stop-controlled intersections and that several surrounding intersections will require improvements either as part of the subdivision or with contributions to improvements in the future. Those contributions will be done at the time of final plat approval.

7. Will the new zoning promote compatible urban growth?
The proposed expansion of the HC zone and the reduction in the CI zone will accommodate the school's anticipated

growth and will add more compatible urban growth around the school. The CI zoning will accommodate uses that are in demand in this area of southwest Billings including warehousing.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed PD amendment does consider the character of the district and the suitability of the property for the proposed uses. This area of southwest Billings is undergoing rapid development compared to other areas of Billings. The demand for housing choices including townhomes, apartments and smaller single family residences is increasing. The underlying HC zone also allows some retail and personal services that can provide neighborhood services. This area of southwest Billings has limited access to retail and personal services south of the interstate. Subdivisions to the east, Annafeld and parts of Harmony Meadows, have mixed use zoning that can support additional retail and commercial development.

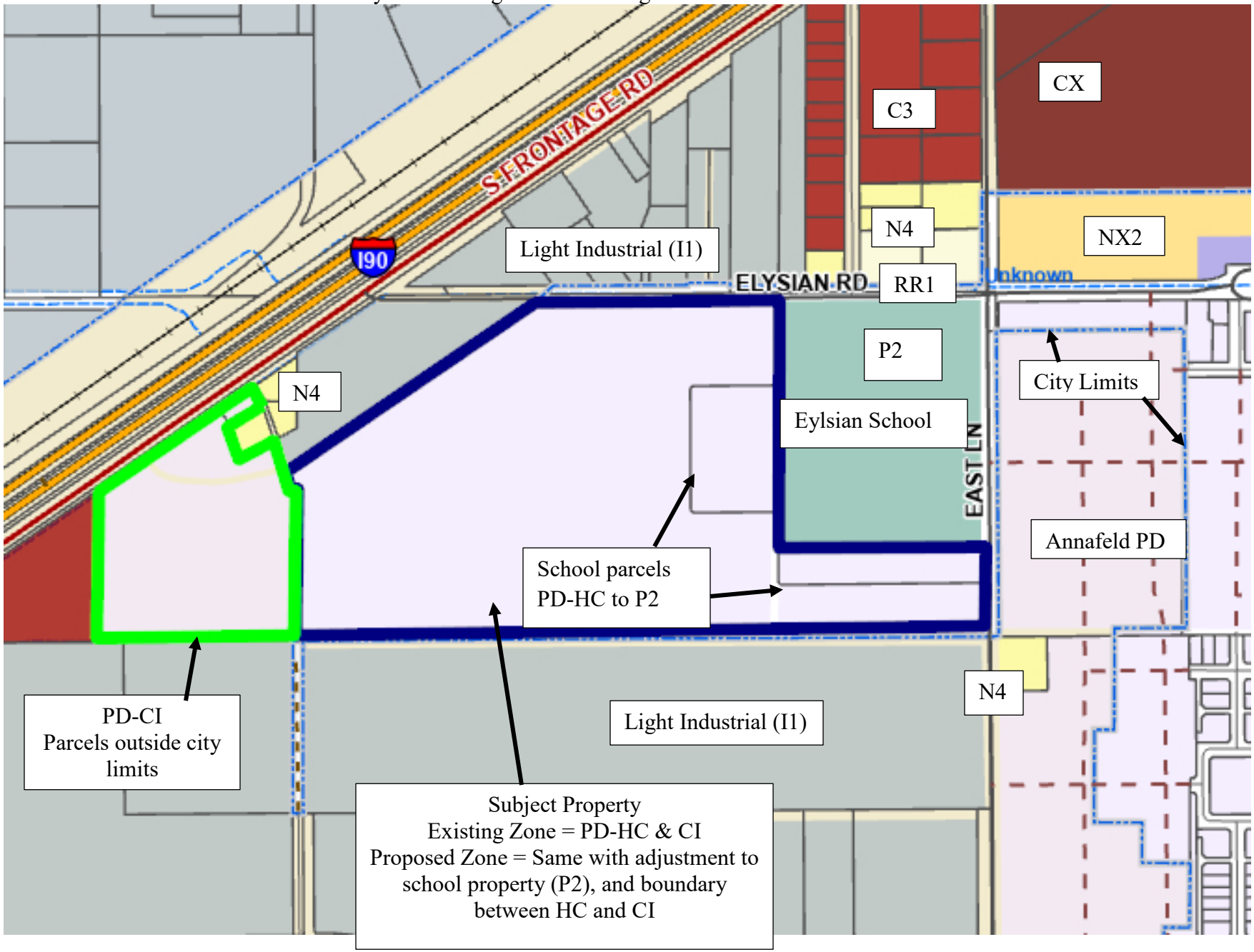
9. Will the new zoning conserve the value of buildings?
The property consists of undeveloped parcels. Approval of the zone change to amend the PD agreement will continue to provide certainty to surrounding landowners and may help to maintain property values of adjacent buildings.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed amendment to the PD may encourage the most appropriate use of this land in Billings.

Attachments

Zoning Map and Site Photos
Existing PD Agreement
Amended PD for city parcels
Pre app meeting notes
Application and Letter
Ordinance ZC 1027

City Zone Change 1027 – Viking Tvetene PD Amendment

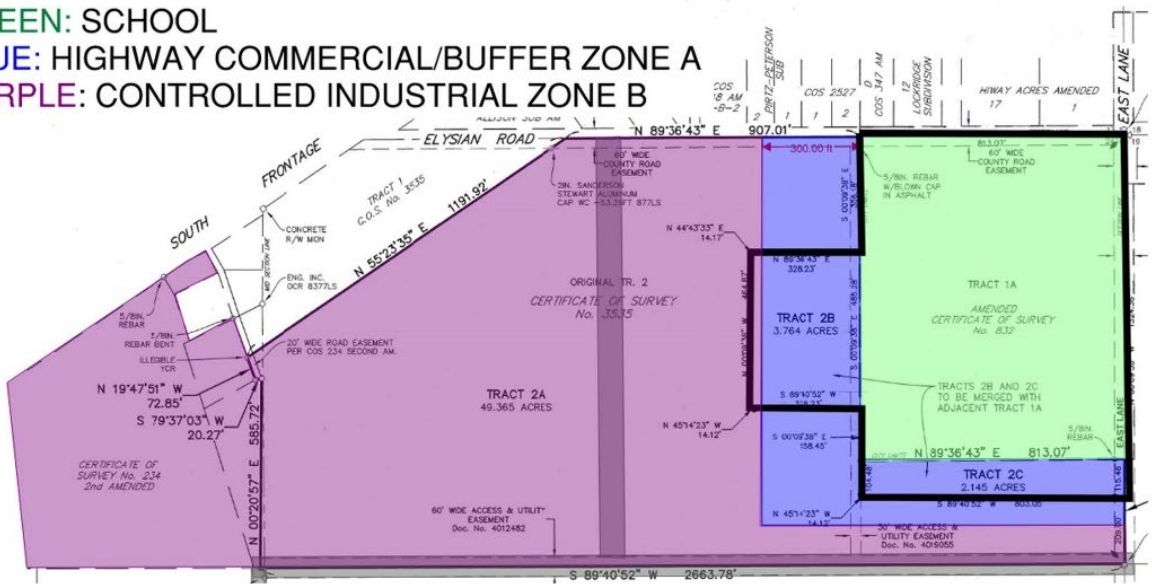




Subject Property

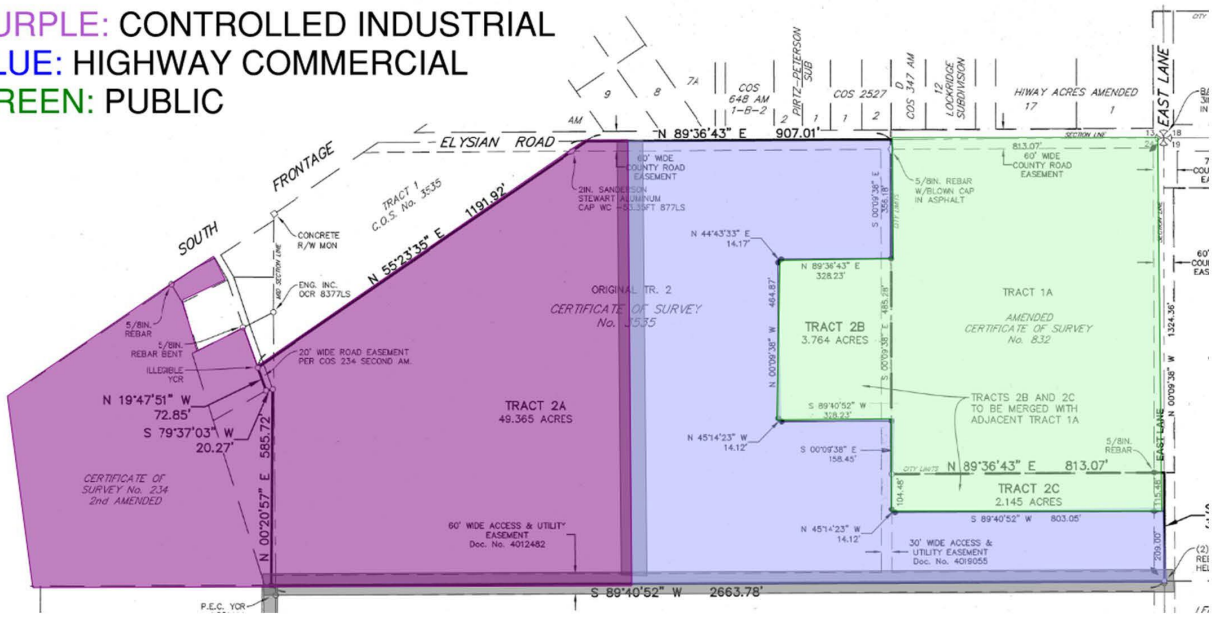
EXISTING ZONING

GREEN: SCHOOL
BLUE: HIGHWAY COMMERCIAL/BUFFER ZONE A
PURPLE: CONTROLLED INDUSTRIAL ZONE B



PROPOSED ZONING

PURPLE: CONTROLLED INDUSTRIAL
BLUE: HIGHWAY COMMERCIAL
GREEN: PUBLIC





Subject Property view south from Elysian Rd



View south and west from Elysian Rd



View west on Elysian Rd



View north across Elysian Rd



View north and east across Elysian Rd



View east on Elysian Rd – Elysian School



View north west from East Lane



View south east from Elysian Rd

AG 3666419
05/03/2013 08:50 AM Pages: 1 of 9 Fees: 63.00
Jeff Martin Clerk & Recorder, Yellowstone MT

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

PLANNED DEVELOPMENT AGREEMENT

TRACTS 2, 3, 4, AND 5, OF CERTIFICATE OF SURVEY NO. 234, SECOND AMENDED, AND TRACT 6-A OF AMENDED TRACTS 6 AND 7, CERTIFICATE OF SURVEY NO. 234, SECOND AMENDED IN YELLOWSTONE COUNTY, MONTANA

THIS AGREEMENT is made and entered into this 30 day of April, 2013, by and between **Viking Land, LLC**, whose address for the purpose of this agreement is 6844 South Frontage Road, hereinafter referred to as "Owner," and **Yellowstone County**, Montana, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, the owner is in discussions with the Elysian School District No. 23 regarding a potential sale of a portion of the owners property to the school district for the purposes of expansion of the existing Elysian School.

WHEREAS, the School District and the Owner desire to provide for harmonious development of the property with land uses and restrictions acceptable to both parties.

WHEREAS, the undersigned is the Owner of all of Tracts 2, 3, 4, and 5 of Certificate of Survey No. 234, Second Amended and Tract 6-A of Amended Tracts 6 and 7, Certificate of Survey No. 234, Second Amended in Yellowstone County.

WHEREAS, the aforesaid Owner and the County desire to place building and use restrictions on the above-described property, as provided in this agreement.

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. PERSONS BOUND BY THE PLANNED DEVELOPMENT AGREEMENT

All persons, corporations, or other entities, who shall hereafter acquire any interest in and to the above described property, in whole, or in part, shall be taken and held to agree, to conform to, and observe the following land uses, restrictions, and other stipulations as to the use thereof, and as the construction of improvements thereon.

II. LAND USES AND BUILDING RESTRICTIONS

Unless expressly designated below, all other standards or requirements of the Yellowstone County's Zoning Ordinance shall be followed for the type of use within each of the areas described herein.

A. Restricted Use **School Buffer Zone A** and **School Purchase Parcel** as depicted on attached **Exhibit A** (underlying county zone: Highway Commercial - HC).

All allowed land uses as outlined within the Yellowstone County Zoning Regulations for the underlying Zone shall be allowed within the **School Buffer Zone A** and **School Purchase Parcel**, with the following exceptions (SIC numbers noted are as defined by the "*Standard Industrial Classification Manual*", 1987 Edition by the Executive Office of the President, O.M.B.):

Exceptions (uses not allowed) within School Buffer Zone A and **School Purchase Parcel:**

Division A: Agriculture, Forestry, and Fishing

Group 07 - Agricultural Services
- Veterinary services for Livestock - Boarding
- Veterinary services for Animal specialists - Boarding

Group 08 - Forestry
- Equipment storage and wholesale sales

Division B: Mining

- Construction sand and gravel mining (SIC 1442)

Division C: Construction

Group 16 - Heavy Construction Other Than Building Construction - Contractors
- Open storage of equipment and supplies

Division D: Manufacturing

Group 20 - Food and Kindred Products
Alcoholic beverages manufacturing & bottling (SIC 2082, 2083, 2084, 2085)
Group 21 - Tobacco Products
- Offices only

Group 24 - Lumber and Wood Products, Except Furniture
- Hardwood and special product sawmills (2426, 2429)
- Millwork, plywood veneer, wood members manufacture (2431, 2435, 2436, 2439)
- Wood Buildings and Mobile home manufacture (245)

Group 28 Chemicals and Allied Products
- Growing, harvesting, or selling of Marijuana based products

Group 31 - Leather and Leather Products

Division E: Transportation, Communications, Electric, Gas, and Sanitary Sewer

Group 41 - Local & Surburban Transit & Interurban Highway Passenger Transportation
- Bus terminal operation only, without maintenance facilities (4173)

Group 42 - Motor Freight Transportation and Warehousing
- Trucking terminal and maintenance facilities (421, 423)

Group 43 - U.S. Postal Service
- With truck terminal

Group 46 - Pipelines, except natural gas
Group 47 - Transportation services
- Warehouses, terminals

Group 48 - Communications
- Amateur Radio Antenna Support Structures
- Broadcast antenna or tower farms

Group 48 - Commercial Antenna Support Structures
- Tower farms

Group 49 - Electric, Gas, and Sanitary Services
- Transmission and distribution, electric and gas

Division F: Wholesale Trade

Group 51 - Wholesale Trade - Nondurable Goods
- Groceries; beer, wine and distilled beverages (514, 518)
- Tobacco and tobacco products; (5194)

Division G: Retail Trade

Group 52 - Building Materials, Hardware, Garden Supply, and Mobile Home Dealers
- Mobile home dealers (manufactured homes) (527)

Group 58 - Eating and Drinking Places
- With the sale of beer and wine only for on-premise consumption, without gaming
- With the sale of beer and wine only for on-premise consumption, with gaming
- With the sale of all alcoholic beverages for on-premise consumption, with gaming

Group 59 - Miscellaneous Retail (Strictly Carryout)
- Fuel dealers (598)

Division I: Services

Group 70 - Hotels, Rooming Houses, Camps, and Other Lodging Places
- Rooming, boarding houses; organization hotels and lodging houses, on a membership basis (702, 704)
- Camps and recreational vehicle parks (703)

Group 72 - Personal Services
- Funeral service and crematories (726)

Group 78 - Motion Pictures
- Drive-in motion picture theaters (7833)

B. Restricted use **Zone B** as depicted on attached **Exhibit A** (underlying county Zone: controlled Industrial - CI)

All allowed land uses as outlined within the Yellowstone County Zoning regulations for the underlying zone shall be allowed within the restricted use **Zone B**, with the following exceptions:

Exceptions (uses not allowed) within restricted use Zone B:

Division A: Agriculture, Forestry, and Fishing

Group 09 - Fishing, Hunting, and Trapping
- Fish hatcheries and preserves (092)

Division B: Mining

- Construction sand and gravel mining (1442)

Division D: Manufacturing

-
Group 21 - Tobacco Products
- Offices only

Group 24 - Lumber and Wood Products, Except Furniture
- Hardwood and special product sawmills (2426, 2429)
- Millwork, plywood veneer, wood members manufacture (2431, 2435, 2436, 2439)

Group 28 - Chemicals and Allied Products
- Growing, harvesting or selling of Marijuana based products

Group 31 - Leather and Leather Products
- Offices only

Division E: Transportation, Communications, Electric, Gas, and Sanitary Sewer

Group 40 - Railroad Transportation
- Passenger and freight terminals

Group 46 - Pipelines, Except Natural Gas

The following uses are allowed within the Restricted Use Zone B, with special review approval:

Division D: Manufacturing

Group 20 - Food and Kindred Products
- Alcoholic beverages manufacturing and bottling (2082, 2083, 2084, 2085) By Special Review

Group 41 - Local & Surburban Transit & Interurban Highway Passenger Transportation
- Bus terminal operation only, without maintenance facilities (4173)
- By Special Review

Division F: Wholesale Trade

Group 51 - Wholesale Trade - Nondurable Goods
- Groceries; beer, wine and distilled beverages (514, 518) - By Special Review
- tobacco and tobacco products; (5194) By Special Review

IV. LANDSCAPING REQUIREMENTS

Unless expressly designated below, all landscaping and performance standards as outlined within section 27-1101 of the Yellowstone County's Zoning ordinance shall be followed as required within the underlying county zone outlined herein, with the following exceptions:

A. School Buffer Zone A

Within the **School Buffer Zone A** as depicted on attached Exhibit A, regardless of the size of the development, a bufferyard shall be provided on the common boundary with the Elysian School property which shall include

- 15' Minimum width bufferyard
- Three trees per 40 lineal feet
- 6' sight obscuring fence or wall located on property.

The bufferyard shall be required at the time of development of the property adjacent to the Elysian School Purchase Parcel.

V. OTHER SPECIAL AGREEMENTS

A. Access

AG 3666419
05/03/2013 08:50 AM Pages: 7 of 9 Fees: 63.00
Jeff Martin Clerk & Recorder, Yellowstone MT

Vehicular Access onto Elysian Road and East Lane from School Buffer Zone A and Restricted Use Zone B shall be a minimum of 150 feet from the **School Purchase Parcel**

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

"OWNER"

VIKING LAND, LLC

By: Mike Tvetene

Its: President

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 2nd day of May, 2013, before me, a Notary Public in and for the State of Montana, personally appeared Mike Tvetene, known to me to be the President of **VIKING LAND, LLC** who executed the foregoing instrument and acknowledged to me that he/she executed the same.

LINDA K. VANDERSLOOT
NOTARIAL SEAL
STATE OF MONTANA

Linda K. Vandersloot
Notary Public in and for the State of Montana
Printed Name: Linda K. Vandersloot
Residing at: Billings
My commission expires: 5/25/15

AG 3666419
05/03/2013 08:50 AM Pages: 8 of 9 Fees: 63.00
Jeff Martin Clerk & Recorder, Yellowstone MT

This agreement is hereby approved and accepted by Yellowstone County, this 30 day of April, 2013.

"COUNTY"

COUNTY OF YELLOWSTONE, MONTANA

County of Yellowstone
Board of County Commissioners

By: _____
Chairman

By: _____
Commissioner

By: _____
Commissioner

Attest: _____
County Clerk and Recorder

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 30 day of April, 2013, before me, a Notary Public in and for the State of Montana, personally appeared James E. Reno, Bill Kennedy, John Ostlund, and Jeff Martin, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

TERI REITZ
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
February 27, 2014

Teri Reitz
Notary Public in and for the State of Montana
Printed Name: Teri Reitz
Residing at: Billings
My commission expires: 2-27-2014

PLANNED DEVELOPMENT AGREEMENT

TRACT 2A OF COS 3535 AMENDED, AND TRACT 1A-1 OF COS 832 AMENDED IN YELLOWSTONE COUNTY, MONTANA

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, by and between **Development 55, LLC**, whose address for the purpose of this agreement is 2210 N Plaza Drive, Rapid City, SD 57701, hereinafter referred to as "Owner." **Elysian School District #23, Billings, Montana** whose address for the purpose of this agreement is 6416 Elysian Road, Billings Montana 59101 hereinafter referred to as "School." And the **City of Billings**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the School and the Owner desire to provide for harmonious development of the property with land uses and restrictions acceptable to both parties.

WHEREAS, the undersigned are the owners of Tract 2A of COS 3535 Amended, and Tract 1A-1 of Certificate of Survey No. 832, Amended in the City of Billings.

WHEREAS, the aforesaid Owner, School, and City desire to amend and supplement the existing Planned Development Agreement recorded as Document Number 3666419, on file and of record at the Yellowstone County Clerk and Recorder's Office, as provided within this agreement.

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. PERSONS BOUND BY THE PLANNED DEVELOPMENT AGREEMENT

All persons, corporation, or other entities, who shall hereafter acquire any interest in and to the above-described property, in whole, or in part, shall be taken and held to agree, to conform to, and observe the following land uses, restrictions, and other stipulations as to the use thereof, and as the construction of improvements thereon.

II. LAND USES AND BUILDING RESTRICTIONS

Unless expressly designated below, all other standards or requirements of the 2019 Yellowstone County's Zoning Ordinance shall be followed for the type of use within each of the areas described herein.

A. Restricted Use **School Buffer Zone A** as depicted on attached **Exhibit A** (underlying county zone: Highway Commercial – HC).
All allowed land uses as outlined within the Yellowstone County Zoning Regulations for the underlying Zone shall be allowed within the **School Buffer Zone A** with the following exceptions (SIC numbers noted are as defined by the "*Standard Industrial Classification Manual"*, 1987 Edition by the Executive Office of the President, O.M.B.):

Exceptions (uses not allowed) within School Buffer Zone A:

Division A: Agriculture, Forestry, and Fishing

Group 07 – Agricultural Services
- Veterinary services for Livestock – Boarding
- Veterinary services for Animal specialists – Boarding Group 08 – Forestry
- Equipment storage and wholesale sales

Division B: Mining

- Construction sand and gravel mining (SIC 1442)

Division C: Construction

Group 16 – Heavy Construction Other Than Building Construction – Contractors
- Open storage of equipment and supplies

Division D: Manufacturing

Group 20 – Food and Kindred Products
Alcoholic beverages manufacturing & bottling (SIC 2082, 2083, 2084, 2085)
Group 21 – Tobacco Products
- Offices only

Group 24 – Lumber and Wood Products, Except Furniture
- Hardwood and special product sawmills (2426, 2429)
- Millwork, plywood veneer, wood members manufacture (2431, 2435, 2436, 2439)
- Wood Buildings and Mobile home manufacture (245)

Group 81 – Chemicals and Allied Products
- Growing, harvesting, or selling of Marijuana based products

Group 24 – Leather and Leather Products

Division E: Transportation, Communications, Electric, Gas, and Sanitary Sewer

Group 41 – Local & Suburban Transit & Interurban Highway Passenger Transport
- Bus terminal operation only, without maintenance facilities (4173)

Group 42 – Motor Freight Transportation and Warehousing
- Trucking terminal and maintenance facilities (421, 423)

Group 43 – U.S. Postal Service
- With truck terminal

Group 46 – Pipelines, except natural gas
Group 47 – Transportation services
- Warehouses, terminals

Group 48 – Communications
- Amateur Radio Antenna Support Structures

- Broadcast antenna or tower farms

Group 49 – Electric, Gas, and Sanitary Services

- Transmission and distribution, electric and gas

Division F: Wholesale Trade

Group 51 – Wholesale Trade – Nondurable Goods

- Groceries; beer, wine and distilled beverages (514, 518)
- Tobacco and tobacco products; (5149)

Division G: Retail Trade

Group 52 – Building Materials, Hardware, Garden Supply, and mobile Home Dealers

- Mobile home dealers (manufactured homes) (527)

Group 58 – Eating and Drinking Places

- With the sale of beer and wine only for on-premise consumption, without gaming
- With the sale of beer and wine only for on-premise consumption, with gaming
- With the sale of alcoholic beverages for on-premise consumption, with gaming

Group 59 – Miscellaneous Retail (Strictly Carryout)

- Fuel dealers (598)

Division I: Services

Group 70 – Hotels, Rooming Houses, Camps, and Other Lodging Places

- Roaming, boarding houses; organization hotels and lodging houses, on a membership basis (702, 704)
- Camps and recreational vehicle parks (703)

Group 72 – Personal Services

- Funeral service and crematories (726)

Group 78 – Motion Pictures

- Drive-in motion picture theaters (7833)

B. Restricted use **Zone B** as depicted on attached **Exhibit A** (underlying county zone: Controlled Industrial – CI)

All allowed land uses as outline within 2019 Yellowstone County Zoning regulations for the underlying zone shall be allowed within the restricted use **Zone B,** with the following exceptions:

Exceptions (uses not allowed) within restricted use Zone B:

Division A: Agriculture, Forestry, and Fishing

Group 09 – Fishing, Hunting, and Trapping

- Fish hatcheries and preserves (092)

Division B: Mining

- Construction sand and gravel mining (1442)

Division D: Manufacturing

Group 21 – Tobacco Products
- Offices only

Group 24 – Lumber and Wood Products, Except Furniture
- Hardwood and special product sawmills (2426, 2429)
- Millwork, plywood veneer, wood members manufacture (2431, 2435, 2436, 2439)
- Wood Buildings and Mobile home manufacture (245)

Group 81 – Chemicals and Allied Products
- Growing, harvesting, or selling of Marijuana based products

Group 24 – Leather and Leather Products
- Offices only

Division E: Transportation, Communications, Electric, Gas, and Sanitary Sewer

Group 40 – Railroad Transportation
- Passenger and freight terminals

Group 42 – Pipelines, Except Natural Gas

The following uses are allowed within the Restricted Use Zone B, with special review approval:

Division D: Manufacturing

Group 20 – Food and Kindred Products
- Alcoholic beverages manufacturing and bottling (2082, 2083, 2084, 2085) By Special Review

Group 41 – Local & Suburban Transit & Interurban Highway Passenger Transportation
- Bus terminal operation only, without maintenance facilities (4173)
- By Special Review

Division F: Wholesale Trade

Group 51 – Wholesale Trade – Nondurable Goods
- Groceries; beer, wine and distilled beverages (514, 518) – By Special Review
- Tobacco and tobacco products; (5149) By Special Review

III. LANDSCAPING REQUIREMENTS

Unless expressly designated below, all landscaping, buffering, and screening standards as outlined within Article 27-1200 of the 2021 City of Billings Zoning Code shall be followed as required with the following exceptions:

A. School Buffer Zone "A"

Within the School Buffer Zone "A" as depicted on the attached Exhibit "A," a residential development is not required to install an opaque screen fence or open fence adjacent to the School's property.

IV. OTHER SPECIAL AGREEMENTS

A. Access

Vehicular Access onto Elysian Road and East Lane from School Buffer Zone A and Restricted Use Zone B shall be a minimum of 150 feet from the **School.**

[*Left intentionally blank, signature pages to follow*]

IN THE WITNESS WHEREOF, the OWNERS have set their hands and official seals on this _____ day of _____, 2023.

"OWNER"

DEVELOPMENT 55, LLC

By:_____

Its:_____

STATE OF _____)

: ss

County of _____)

On this ___ day of _____, 2023, before me, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the _____ of **DEVELOPMENT 55, LLC** who executed the foregoing instrument and acknowledged to me he/she executed the same.

SS_____

[*Intentionally blank with signatures on the following pages*]

IN THE WITNESS WHEREOF, the SCHOOL have set their hands and official seals on this _____ day of _____, 2023.

"SCHOOL"

ELYSIAN SCHOOL DISTRICT #23, BILLINGS, MONTANA

_____

Luke Shelton, Superintendent of Elysian
School District #23, Billings, Montana

STATE OF _____)

: ss

County of _____)

On this ___ day of _____, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Luke Shelton, known to me to be the Superintendent of **ELYSIAN SCHOOL DISTRICT #23, BILLINGS, MONTANA** who executed the foregoing instrument and acknowledged to me he executed the same.

SS_____

[*Intentionally blank with signatures on the following pages*]

Viking Land, LLC as a party of the existing agreement recorded as Document Number 3666419 hereby recognizes and accepts the amendments identified within this document.

I hereby set my hand on this _____ day of _____, 2023.

VIKING LAND, LLC

By:_____

Its:_____

STATE OF _____)

: ss

County of _____)

On this ___ day of _____, 2023, before me, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the _____ of **VIKING LAND, LLC** who executed the foregoing instrument and acknowledged to me he/she executed the same.

SS_____

[*Intentionally blank with signatures on the following pages*]

This agreement is hereby approved and accepted by the City of Billings, this _____ day of _____, 2023.

"CITY"

CITY OF BILLINGS, MONTANA

By:_____
Mayor

Attest: _____
City Clerk

STATE OF _____)

: ss

County of _____)

On this ___ day of _____, 2023, 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_____

[*Left* i*ntentionally blank*]

MEETING NOTES

Date	March 24, 2023
Project	Elysian Subdivision Zone Change
Project Number	22008916.01
Attendees	Anna Vickers, Matt Suek, Renae Heisler

Arlynn Lafurge, Mike Lahey, Luke Shelton, Scott Lawson, Jolynn Lawson, Tammy Cosgrove, Arliss Keller, Janna Ostermiller, Tracy Ostermiller, Mike Fouch, Linda Buckaman, G. Armstrong, T. Tafoya

ANNA: Started Presentation
Mike L.: In relation to the school is this located to the east?
Scott: No this is south of the school.
Arlynn: This is going on the other side of east lane
Scott: Looking at the school from Elysian this is going left of the school then?
Matt: Let's let Anna get through the presentation, because she may answer some of these questions in this presentation.

IMEG: *please see included presentation slides.*

Arliss: So, you are essentially just moving the buffer zone out more?
IMEG: That's correct, the school's boundary line relocation took some of the property that was initially set up within the PUD as a buffer zone. The desired result is to adjust buffer zone A that has an underlying zoning of Highway Commercial to the spot shown.

Arliss: Lot 4 is not going to contain residential homes, right?
IMEG: Lot 4 has the potential to contain residential homes along with all other allowable uses within highway commercial that are not excluded through the Planned Development Agreement. At this point the use of Lot 4 is unknown.

Mike F.: Are all 5-lot going to be annexed into the city?
IMEG: Yes, the proposed 5-lots are slated to be annexed into the city.

Arlynn: Are we all going to annexed into the city as well?
IMEG: No, annexation will only be applicable to the area proposed to be subdivided.

T. Tafoya: My biggest concern is how will this affect the traffic that is already so bad out here?
IMEG: I can understand that would be a concern. During the subdivision process there is a requirement to undergo a traffic impact study. This study includes a number of intersections in the area, as you see in the map. At this point, the extent of this

particular development's effect on traffic is unknown. What we have learned in the study is what you say, traffic is already bad in this area.

T. Tafoya: With the new development down the road, we have people that drive down Elysian going 60 MPH now.
Anna: Have you tried calling the police department?
T. Tafoya: We call it in, but the Sheriffs don't want anything to do with it.

Scott: So, with the traffic are you guys responsible for making changes based on your traffic impact study?
IMEG As part of subdivision, the developer will be required to contribute a sum or provide improvements associated with the development. This sum or improvements are dictated to us from City Public Works or MDT. Typically, a sum is provided to the City. How the City chooses to spend that money is not determined by us.

T. Tofoya: But how are you going to make that happen when we had to fight tooth and nails for the county to even put in a cross walk at Elysian Rd, just so that the kids could safely get to school.
IMEG: As part of subdivision, we must have sidewalks.

Tracy: We used to let our kids play out in the street all the time and now we are so worried that someone speeding down the road not paying attention will hit a child.
T. Tofoya: I really think East Lane and Elysian need a four way stop.
T. Tofoya: How many more kids will be using the school?
IMEG: It's unknown at this time. But we have had conversations with the school who is excited at the prospect of additional students.

Mike: The city has already approved all of this?
IMEG: No, this meeting is a preliminary step in the process. In order of operations, we have to have this meeting regarding zoning before submittal of items to the City for the zone change.

Tracy: I mean you guys have already started to put in utilities on the lots.
IMEG: Those were not done by us. Those were done by a different owner.

T. Tofoya: Going back to the traffic who is going to be responsible for maintaining the roads with all the additional truck traffic, I see how much damage those big trucks do to our roads.
IMEG: As part of annexation the portion of roadways adjacent to the property will be annexed as well. So Elysian Road, East Lane, and Shackelford Lane will all be City maintained roads. Frontage Road is a state maintained road.

T. Tafoya: So, do you also have to contribute money to the school like you would with the traffic
IMEG: Contributions to the school are paid through taxes, so yes.

Janna: No one seems to really know what city is and what is the county out here
Scott: Is this going to affect our taxes
IMEG: It shouldn't be we are not tax assessors.

Arlynn: So where are the schools additional 6 acres
IMEG: *Reference to the BLR from the school.*

Janna: What exactly are the uses for controlled industrial and highway commercial
IMEG: The Planned Development Agreement makes the uses on this property be more restrictive than typical zoning. Additionally, Controlled Industrial is a lot like what it states a lot of commercial offices. Highway commercial is the allowances within that designation of zoning if not restricted by the Development agreement. This allows for commercial uses, such as offices and also for residential uses.

T. Tofoya: So that means that no bars and stuff like that will be allowed in these lots
IMEG: There's restrictions on alcohol and marijuana sales within the development agreement.

T. Tofoya: Another one of my major concerns is the wildlife, when I moved out here you would always see deer and other animals and now it is very rare to see any wildlife.
Janna: I mean the new developments have already started to push out all the wildlife
IMEG: As part of zoning, we are required to assess items such as accordance with the growth policy, neighborhood character and uses, typically assessment of wildlife is something that is done within the subdivision and will be done within the subdivision. But as you've mentioned, unfortunately, much of the wildlife has already left the area due to prior developments.

Luke: My name is Luke Shelton I am the superintendent here at Elysian Schools and I have been in conservation with Anna and the School Board, and I know that there have been a lot of concerns about the buffer zone, but I just want you all to know that the school board is very on board with this new buffer zone. We all think that this is very favorable for all parties.

Tracy: How is this going to affect the crime in our neighborhood? We used to be able to keep our doors always unlocked, and now as soon as we get home have to lock our doors. We used to let our kids out to play and now we can't even let them out without worrying about them.
IMEG: Crime is a concern everywhere in the City. As the property lies right now, these two zonings are allowed. All this proposal does is allow for a larger buffer zone. This would benefit the school and the potential developer. And at least have two known uses on two of the lots. One being a fulfillment center and the other being residential. Otherwise this property will continue to have it's existing zoning and someone else could develop it and that use is unknown.

Scott: The city limits will stay the same for our properties, correct?

IMEG: If your property is part of the City it will remain in the City. If your property is part of the County it will remain in the County.

Arliss: What is going to happen to the population of the school, and will the school be able to handle it?
IMEG: The number of new students is currently unknown. The school has indicated a desire for new students.

Arlynn: Who exactly are you representing in this meeting?
IMEG: We are here on behalf of the prospective buyer of the property to discuss the zoning change.

IMEG discussed next steps regarding school board meeting on April 3. Compilation and submittal of the zone change request. City Planning Department review of the zone change request. Future notification regarding a public hearing of the zone change request. And the ability for anyone to reach out via email or phone call in order to ask questions or receive the presentation information. Meeting was then concluded.

ATTENDANCE RECORD

IMEG #: 22008916.00

Project: Elysian Subdivision

Meeting Description: Pre-application Neighborhood Meeting

Date: 03/24/2023 Time: 5:30 p.m.

Place: Elysian Elementary School

ATTENDEE NAME	PHONE #	E-MAIL
Arlynn Lafuerge	406-697-1477	arlynn.lafuerge@gmail.com
MIKE LAHEY	406 672 7737	
Luke Shelton	656-4101	w/ Elysian School
Scott Lawson	698 5047	
JoLynn Lawson	670 1319	
Tammy Cosgrove	406 861-0902	tammycosgrove FS @gmail.com

ATTENDANCE RECORD

IMEG #: 22008916.00

Project: Elysian Subdivision

Meeting Description: Pre-application Neighborhood Meeting

Date: 03/24/2023 Time: 5:30 p.m.

Place: Elysian Elementary School

ATTENDEE NAME	PHONE #	E-MAIL
ARliss Keller	656 2654	
JannaOstermiller	671 5512	
Tracy ostermiller	671-0054	
MIKE FOUCH	425-1661	
Linda Buckman	690 1432	

175 N 27th Street, Suite 1312, Billings, MT 59101
406.256.1141 Fax: 406.721.5224 imegcorp.com

ATTENDANCE RECORD

IMEG #: 22008916.00

Project: Elysian Subdivision

Meeting Description: Pre-application Neighborhood Meeting

Date: 03/24/2023 Time: 5:30 p.m.

Place: Elysian Elementary School

ATTENDEE NAME	PHONE #	E-MAIL
Arlynn Lafuerge	406-697-1477	arlynn.lafuerge@gmail.com
MIKE LAHEY	406 672 7737	
Luke Shelton	656-4101	w/ Elysian School
Scott Lawson	698 5047	
JoLynn Lawson	670 1319	
Tammy Cosgrove	406 861-0902	tammycosgrove FS @gmail.com

ATTENDANCE RECORD

IMEG #: 22008916.00

Project: Elysian Subdivision

Meeting Description: Pre-application Neighborhood Meeting

Date: 03/24/2023 Time: 5:30 p.m.

Place: Elysian Elementary School

ATTENDEE NAME	PHONE #	E-MAIL
ARliss Keller	656 2654	
JannaOstermiller	671 5512	
Tracy ostermiller	671-0054	
MIKE FOUCH	425-1661	
Linda Buckman	690 1432	

175 N 27th Street, Suite 1312, Billings, MT 59101
406.256.1141 Fax: 406.721.5224 imegcorp.com

ATTENDANCE RECORD

IMEG #: 22008916.00

Project: Elysian Subdivision

Meeting Description: Pre-application Neighborhood Meeting

Date: 03/24/2023 Time: 5:30 p.m.

Place: Elysian Elementary School

ATTENDEE NAME	PHONE #	E-MAIL
G. ARMSTRONG	406.655.4439	GARMSTRONG@IN-TCH.COM
T. Tafoya	406-647-3861	

175 N 27th Street, Suite 1312, Billings, MT 59101
406.256.1141 Fax: 406.721.5224 imegcorp.com

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**: Planned Development Agreement

2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

The existing zoning provides for highway commercial underlay of school restricted use buffer zone A and controlled industrial underlay of school restricted use buffer zone B. The proposed zoning provides both of these zoning types but relocates the boundary of restricted use buffer zone A and buffer zone B to accommodate for the school's growth that's occurred since 2013, when the original agreement took place. Additionally, the expansion of highway commercial with buffer zone A allows for potential residential uses adjacent to the school.

3. **Subject Property Map**: please attach to this form

4. **Legal Description of Property**:

Parcel 1A1 of COS 832 (Amd), Parcel 2A of COS 3535 Amended,

Tracts 2, 3, 4, and 5 of COS 234 Second Amendment in Section 24, Township 1 south, Range 25 east, PMM, Yellowstone County, MT

5. **Neighborhood Task Force Area**: Yes /// (No) If Yes, Name of Task Force and mailing address of Chairperson:

6. **Roster of persons who attended the pre-application neighborhood meeting**: please attach to this form

7. **A copy of the meeting notice.** please attach to this form

8. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form

9. **The undersigned affirm the following:**

1) The pre-application neighborhood meeting was held on the 24th, day of March, 20 23.

2) The zone change application is based on materials presented at the meeting.

Owner (s): Viking Land, LLC; Development 55, LLC, Elysian School District #23, Billings, Montana, and Cogburn Holdings, LLC - Under contract Telephone:

Address: 6844 South Frontage Rd. Billings, MT 59101; 6416 Elysian Rd. Billings, MT 59101; 2210 N Plaza Dr. Rapid City, SD 57701 Email:

Agent (s): IMEG Corp - Anna Vickers Telephone: 406-248-9000

Address: 175 N 27th St. Ste 1312, Billings, MT 59101 Email: anna.m.vickers@imegcorp.com

APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #_____ - Project #_____**

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning Planned Development Agreement

Proposed Zoning: Planned Development Agreement

TAX ID# D008620, D008600, D008560, D008570 CITY ELECTION WARD _____

Legal Description of Property: Parcel 1A1 of COS 832 (Amd), Parcel 2A of COS 3535 Amended, in Section 24, Township 1 south, Range 25 east, PMM, Yellowstone County, MT

Address or General Location (If unknown, contact City Engineering): 6844 South Frontage Rd. Billings, MT 59101; 6416 Elysian Rd. Billings, MT 59101

Size of Parcel (Area & Dimensions): 62.55 (see included)

Present Land-Use: Industrial, School, and vacant

Proposed Land-Use: Industrial, School, Residential, and unknown

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): Viking Land, LLC, Development 55, LLC, Cogburn Holdings, LLC (Under contract with Development 55), and Elysian School
(Recorded Owner)
6844 South Frontage Rd. Billings, MT 59101; 6416 Elysian Rd. Billings, MT 59101; 2210 N Plaza Dr. Rapid City,SD 57701
(Address)

(Phone Number) (email)

Agent(s): IMEG Corp - Anna Vickers
(Name)
175 N 27th St. Ste 1312, Billings, MT 59101
(Address)
406-248-9000 anna.m.vickers@imegcorp.com
(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: _____ Date: _____
(Recorded Owner)

Date Stamp

DocuSign Envelope ID: C393532D-4510-4D40-B281-1E4E9329BF8C

APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #_____ - Project #_____**

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning: Planned Development Agreement

Proposed Zoning: Planned Development Agreement

TAX ID# D008620, D008600, D008560, D008570 CITY ELECTION WARD _____

Legal Description of Property: Parcel 1A1 of COS 832 (Amd), Parcel 2A of COS 3535 Amended, in Section 24, Township 1 south, Range 25 east, PMM, Yellowstone County, MT

Address or General Location (If unknown, contact City Engineering): 6844 South Frontage Rd. Billings, MT 59101; 6416 Elysian Rd. Billings, MT 59101

Size of Parcel (Area & Dimensions): 62.55 (see included)

Present Land-Use: Industrial, School, and vacant

Proposed Land-Use: Industrial, School, Residential, and unknown

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): Viking Land, LLC, Development 55, LLC, Cogburn Holdings, LLC (Under contract with Development 55), and Elysian School
(Recorded Owner)
6844 South Frontage Rd. Billings, MT 59101; 6416 Elysian Rd. Billings, MT 59101; 2210 N Plaza Dr. Rapid City,SD 57701
(Address)
(Phone Number) (email)

Agent(s): IMEG Corp - Anna Vickers
(Name)
175 N 27th St. Ste 1312, Billings, MT 59101
(Address)
406-248-9000 anna.m.vickers@imegcorp.com
(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: DocuSigned by: 3B17C114C62B4EB... Authorized Signer, Cogburn Holdings LLC Date: 4/14/2023
(Recorded Owner)

Date Stamp

DocuSign Envelope ID: FBED2F2D-EEE7-4A54-A9B8-17405A9C4E1E

APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #_____ - Project #_____**

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning: Planned Development Agreement

Proposed Zoning: Planned Development Agreement

TAX ID# D008620, D008600, D008560, D008570 CITY ELECTION WARD _____

Legal Description of Property: Parcel 1A1 of COS 832 (Amd), Parcel 2A of COS 3535 Amended, in Section 24, Township 1 south, Range 25 east, PMM, Yellowstone County, MT

Address or General Location (If unknown, contact City Engineering): 6844 South Frontage Rd. Billings, MT 59101; 6416 Elysian Rd. Billings, MT 59101

Size of Parcel (Area & Dimensions): 62.55 (see included)

Present Land-Use: Industrial, School, and vacant

Proposed Land-Use: Industrial, School, Residential, and unknown

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): Viking Land, LLC, Development 55, LLC, Cogburn Holdings, LLC (Under contract with Development 55), and Elysian School
(Recorded Owner)
6844 South Frontage Rd. Billings, MT 59101; 6416 Elysian Rd. Billings, MT 59101; 2210 N Plaza Dr. Rapid City,SD 57701
(Address)
(Phone Number) (email)

Agent(s): IMEG Corp - Anna Vickers
(Name)
175 N 27th St. Ste 1312, Billings, MT 59101
(Address)
406-248-9000 anna.m.vickers@imegcorp.com
(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: DocuSigned by: [signature] DF1BB87522F54B2... Authorized Signatory, Development 55 LLC Date: 4/14/2023
(Recorded Owner)

Date Stamp

DocuSign Envelope ID: B3AEA4AC-EC67-43D8-9D3E-C4BF41791A2D

APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #_____ - Project #_____**

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning: Planned Development Agreement

Proposed Zoning: Planned Development Agreement

TAX ID# D008620, D008600, D008560, D008570 CITY ELECTION WARD _____

Legal Description of Property: Parcel 1A1 of COS 832 (Amd), Parcel 2A of COS 3535 Amended, in Section 24, Township 1 south, Range 25 east, PMM, Yellowstone County, MT

Address or General Location (If unknown, contact City Engineering): 6844 South Frontage Rd. Billings, MT 59101; 6416 Elysian Rd. Billings, MT 59101

Size of Parcel (Area & Dimensions): 62.55 (see included)

Present Land-Use: Industrial, School, and vacant

Proposed Land-Use: Industrial, School, Residential, and unknown

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): Viking Land, LLC, Development 55, LLC, Cogburn Holdings, LLC (Under contract with Development 55), and Elysian School
(Recorded Owner)
6844 South Frontage Rd. Billings, MT 59101; 6416 Elysian Rd. Billings, MT 59101; 2210 N Plaza Dr. Rapid City,SD 57701
(Address)
(Phone Number) (email)

Agent(s): IMEG Corp - Anna Vickers
(Name)
175 N 27th St. Ste 1312, Billings, MT 59101
(Address)
406-248-9000 anna.m.vickers@imegcorp.com
(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: DocuSigned by: Donald Tietze A9B35F8F1D454AB... Authorized Signatory, Viking Land LLC Date: 4/14/2023
(Recorded Owner)

Date Stamp

DocuSign Envelope ID: 56DD43C6-5BEA-4659-B9A5-F17CC0722DA8

APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #_____ - Project #_____**

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning: Planned Development Agreement

Proposed Zoning: Planned Development Agreement

TAX ID# D008620, D008600, D008560, D008570 CITY ELECTION WARD _____

Legal Description of Property: Parcel 1A1 of COS 832 (Amd), Parcel 2A of COS 3535 Amended, in Section 24, Township 1 south, Range 25 east, PMM, Yellowstone County, MT

Address or General Location (If unknown, contact City Engineering): 6844 South Frontage Rd. Billings, MT 59101; 6416 Elysian Rd. Billings, MT 59101

Size of Parcel (Area & Dimensions): 62.55 (see included)

Present Land-Use: Industrial, School, and vacant

Proposed Land-Use: Industrial, School, Residential, and unknown

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): Viking Land, LLC, Development 55, LLC, Cogburn Holdings, LLC (Under contract with Development 55), and Elysian School
(Recorded Owner)
6844 South Frontage Rd. Billings, MT 59101; 6416 Elysian Rd. Billings, MT 59101; 2210 N Plaza Dr. Rapid City,SD 57701
(Address)
(Phone Number) (email)

Agent(s): IMEG Corp - Anna Vickers
(Name)
175 N 27th St. Ste 1312, Billings, MT 59101
(Address)
406-248-9000 anna.m.vickers@imegcorp.com
(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: DocuSigned by: Luke Shelton 1B7910FEA8624FC... Elysian School District #23 Date: 4/15/2023
(Recorded Owner)
Superintendent

Date Stamp

Billings Zone Change Application Packet
Elysian PUD Rezoning

Summary:

The new zoning is a restructuring of the old zoning PUD. The restructure of the layout accommodates Elysian School's expansion of property. The original PUD that was negotiated between Elysian School and Viking Land allowed for a School Buffer Zone 'A'. This buffer zone restricted uses adjacent to the school's parcel and had the underlying zoning of Highway Commercial. As the school expanded its property, the buffer zone was diminished, placing the school adjacent to Zone 'B' of the PUD. Zone 'B' continues restricted uses with the underlying zoning of Controlled Industrial. However, Zone 'B' is not as restrictive of development as Zone 'A'.

During the development process of the adjacent proposed Elysian Subdivision, the issues within the current PUD's restricted zones was discovered. In an effort to allow Elysian School the intended buffer zone within the PUD the proposed reallocation of each zone is the requested update. This reallocation allows the school the intended Zone 'A' buffer. Additionally, within the Highway Commercial uses that are allowed within zoning and not restricted by the agreement, residential uses are allowed. The allowance of residential use is highly supported by the school and the developer of the proposed Elysian Subdivision.

10 Statutory Zone Change Criteria:

Below is a list of the 10 Statutory Zone Change requirements in *italics*. Response to each criteria is provided below.

1. Whether the new zoning is designed in accordance with the growth policy.

The requested new zoning is designed in accordance with many criteria within the growth policy. The City of Billings Growth Policy states the following growth guidelines:

- "Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and liability of Billings."
    - The new zoning allows for safe and affordable interconnected sidewalks and trails. The property adjacent to the school, currently owned by Development 55, is desired to be developed by new purchasers. The purchasers are currently undergoing subdivision and have completed annexation of the property. As part of the subdivision design, the new purchasers would like the possibility to have residential that is allowed within Zone 'A'. The rezoning is a realignment of the existing zonings within the Planned Development Agreement (PUD). The existing zonings and subdivision regulations allow for planning and construction of safe and affordable interconnected sidewalks and trails.
- "Infill Development and development near existing City infrastructure may be the most cost effective."
    - The property has been annexed to the City of Billings contingent upon annexation conditions. The intent of the annexation was the ability for future development to use existing City infrastructure. The zoning is supportive of desired infill development. The proposed zoning allows for a variety of uses of residential, commercial and industrial.

- "A supportive school system that inspires, motivates, and prepares students for meaningful employment is important for ensuring a high quality competitive community."
    - The proposed zoning realignment is supportive of the school system. By realigning School Buffer Zone 'A' the property will protect the schools undesired surrounding uses while encouraging development through the ability to connect to city infrastructure. This ability allows for more tax dollars in the area which increases school funding. Additionally, the zoning revision allows for the use of residential. Elysian School has specifically requested the possibility for additional residential and the desire for more students.
- "Public Health and safety and emergency service response are critical to the well-being of Billings' residents, business, and visitors."
    - The zoning allows for setbacks, landscaping, maximum density restrictions all of which are important to public health. In addition, the proposed new zoning alignment will allow for a mix of uses that will mutually benefit properties in the area. This PUD is specifically designed to accommodate the school, the adjacent industrial and residential.
- "Public and private partnerships are valuable for creating enhanced entryways into Billings."
    - The proposed PUD amendment has been done through partnership of private businesses such as Viking Land and Development 55, and public entity, Elysian School. This proposed change allows for a cohesive area and design.
- "Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels."
    - The proposed zoning allows for the existing School Buffer Zone 'A' to be relocated which accommodates for the schools expansion over the years. The underlying zoning of School Buffer Zone 'A' of Highway Commercial refers to the standards of Residential Multi-Family Restricted zoning for residential development. Residential Multi-Family Restricted allows for one to 8 unit residential. If the property were to remain as is, a mixture of housing types would not be possible. The current Restricted Use Zone 'B' only allows for single family homes after a special review.
- "Strategically placed industrial parks will encourage a more diverse city economy and will better help manage effluent and emission from industrial processes."
    - As the zoning currently sits on the property, Restricted Use Zone 'B' is adjacent to the school. By allowing for the proposed amendment to the PUD, the industrial uses will be strategically placed. This will allow for continued industrial use, which is compatible with some parts of the neighborhood. The reallocation of School Buffer Zone 'A' will place Highway Commercial uses close to the school and existing residential.

2. *Whether the new zoning is designed to secure from fire and other dangers.*
The proposed new zoning will continue to secure from fire and other dangers. The zoning allows for open space, setbacks and other design standards that are associated with parking, building location for emergency access, etc.

3. Whether the new zoning will promote public health, public safety, and general welfare.
The zoning code will continue to promote public health, safety, and general welfare. It is the desire of the school and future developer to allow for the School Buffer Zone 'A.' This buffer zone allows for additional public safety associated with any development next to the school. Additionally, the restructuring of the two buffer zones allows for potential compatible uses adjacent to similar uses. The Controlled Industrial which underlies, Restricted Zone 'B,' would continue to be on the western side of the property, in proximity to existing industrial use. The Highway Commercial zoning which underlies, School Buffer Zone 'A,' allows for the potential of commercial or residential uses in proximity to the school and existing residential uses.

4. Whether the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.
The intent of this zoning restructure is to continue to allow for the schools buffering and use restrictions on the property adjacent to them. The zoning allows for provisions of transportation, water, sewer, and parks as required with development. The potential developer has annexed the parcel owned by Development 55 into the City of Billings. As part of the annexation a set of conditions was given to the developer that requires a subdivision improvements agreement. The Elysian Subdivision is currently being reviewed by City of Billings agencies. This rezoning accompanies the overall development plan for the properties regarding transportation, water, sewer, school and other public requirements.

5. Whether the new zoning will provide adequate light and air.
The new zoning will provide for adequate light and air. The new zoning will still use zoning code which addresses setbacks, spacing between buildings, maximum density, etc.

6. Whether the new zoning will affect motorized and nonmotorized transportation.
The new zoning is a reallocation of existing zonings in the area. The effect of motorized and nonmotorized transportation will remain the same as it is currently.

7. Whether the new zoning will promote compatible urban growth.
Yes, the proposed new zoning alignment is compatible with urban growth. This realignment accommodates for the school's growth that has occurred since the original PUD in 2013. This request protects the school and existing residential areas, while allowing for additional opportunities for mixed residential uses.

8. Whether the new zoning considers the character of the district and the peculiar sustainability of the property for particular uses.
The proposed new zoning is a realignment of an existing PUD on the property. These zoning and uses are allowable on the property already. This rezoning request simply expands School Buffer Zone 'A' in order to allow the school the buffer zone that was originally negotiated in 2013 within this PUD. The Controlled Industrial zoning which underlies, Restricted Zone 'B', would continue to be on the western side of the property, in proximity to existing industrial use. The Highway Commercial which underlays,

School Buffer Zone 'A,' allows for the potential of commercial or residential uses in proximity to the school and existing residential uses.

9. Whether the new zoning will conserve the value of buildings.
The proposed new zoning is a realignment of an existing PUD on the property. These zoning and uses are allowable on the property already. This rezoning request simply expands School Buffer Zone 'A' in order to allow the school the buffer zone that was originally negotiated in 2013 within this PUD. The value of buildings in the area should not be affected as this is not a new zoning, simply a realignment of existing zoning on the property.

10. Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings.
The proposed new zoning is a realignment of an existing PUD on the property. These zoning and uses are allowable on the property already. This rezoning request simply expands School Buffer Zone 'A' in order to allow the school the buffer zone that was originally negotiated in 2013 within this PUD.

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE PLANNED DEVELOPMENT ZONE AGREEMENT ON Tract 2A of C/S 3535 and Tract 1A-1of C/S 832, 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.** **Tract 2A of C/S 3535 and Tract 1A-1of C/S 832,** is presently zoned **Planned Development – Highway Commercial and Controlled Industrial (PD-HC and PD-CI)),** and is shown on the official zoning map within this zone. The Planned Development agreement for this property was filed with the Clerk and Recorder under document No. 3666419.

Section 3. **ZONE DISTRICT AMENDMENT.** The official original **Planned Development Agreement known as Viking Tvetene Planned Development filed as document No. 3666419** is hereby **amended for the tracts noted above within the city limits** and the attached **amended PD Agreement as shown in Exhibit A, shall apply to these tracts**. Such amended Planned Development will be executed and filed with the Clerk and Recorder and shall be subject to all the rules and regulations pertaining to Planned Development Agreements 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 26th day of June, 2023.

PASSED, ADOPTED and APPROVED on second reading this 10th day of July, 2023.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1027 – Viking Tvetene Planned Development Agreement Amendment

EXHIBIT A

Return to:
City Clerk
City of Billings
PO Box 1178
Billings, MT 59101

PLANNED DEVELOPMENT AGREEMENT

TRACT 2A OF COS 3535 AMENDED, AND TRACT 1A-1 OF COS 832 AMENDED IN YELLOWSTONE COUNTY, MONTANA

THIS AGREEMENT is made and entered into this _____day of __, 2023, by and between **Development 55, LLC**, whose address for the purpose of this agreement is 2210 N Plaza Drive, Rapid City, SD 57701, hereinafter referred to as "Owner." **Elysian School District #23, Billings, Montana** whose address for the purpose of this agreement is 6416 Elysian Road, Billings Montana 59101 hereinafter referred to as "School." And the **City of Billings**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the School and the Owner desire to provide for harmonious development of the property with land uses and restrictions acceptable to both parties.

WHEREAS, the undersigned are the owners of Tract 2A of COS 3535 Amended, and Tract 1A-1 of Certificate of Survey No. 832, Amended in the City of Billings.

WHEREAS, the aforesaid Owner, School, and City desire to amend and supplement the existing Planned Development Agreement recorded as Document Number 3666419, on file and of record at the Yellowstone County Clerk and Recorder's Office, as provided within this agreement, and Tract 1A-1 C/S 832 will be designated as **Public 2**, a zone district of the City of Billings, and subject to all regulations set forth for **Public 2** districts.

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. PERSONS BOUND BY THE PLANNED DEVELOPMENT AGREEMENT

All persons, corporation, or other entities, who shall hereafter acquire any interest in and to the above-described property, in whole, or in part, shall be taken and held to agree, to conform to, and observe the following land uses, restrictions, and other stipulations as to the use thereof, and as the construction of improvements thereon.

II. LAND USES AND BUILDING RESTRICTIONS

Unless expressly designated below, all other standards or requirements of the 2019 Yellowstone County's Zoning Ordinance shall be followed for the type of use within each of the areas described herein.

A. Restricted Use **School Buffer Zone A** as depicted on attached **Exhibit A** (underlying county zone: Highway Commercial – HC).
All allowed land uses as outlined within the Yellowstone County Zoning Regulations for the underlying Zone shall be allowed within the **School Buffer Zone A** with the following exceptions (SIC numbers noted are as defined by the "*Standard Industrial Classification Manual"*, 1987 Edition by the Executive Office of the President, O.M.B.):

Exceptions (uses not allowed) within School Buffer Zone A:

Division A: Agriculture, Forestry, and Fishing

Group 07 – Agricultural Services
- Veterinary services for Livestock – Boarding
- Veterinary services for Animal specialists – Boarding

Group 08 – Forestry
- Equipment storage and wholesale sales

Division B: Mining

- Construction sand and gravel mining (SIC 1442)

Division C: Construction

Group 16 – Heavy Construction Other Than Building Construction – Contractors
- Open storage of equipment and supplies

Division D: Manufacturing

Group 20 – Food and Kindred Products
Alcoholic beverages manufacturing & bottling (SIC 2082, 2083, 2084, 2085)
Group 21 – Tobacco Products
- Offices only

Group 24 – Lumber and Wood Products, Except Furniture
- Hardwood and special product sawmills (2426, 2429)
- Millwork, plywood veneer, wood members manufacture (2431, 2435, 2436, 2439)
- Wood Buildings and Mobile home manufacture (245)

Group 81 – Chemicals and Allied Products
- Growing, harvesting, or selling of Marijuana based products

Group 24 – Leather and Leather Products

Division E: Transportation, Communications, Electric, Gas, and Sanitary Sewer

Group 41 – Local & Suburban Transit & Interurban Highway Passenger Transport
- Bus terminal operation only, without maintenance facilities (4173)

Group 42 – Motor Freight Transportation and Warehousing
- Trucking terminal and maintenance facilities (421, 423)

Group 43 – U.S. Postal Service
- With truck terminal

Group 46 – Pipelines, except natural gas

Group 47 – Transportation services
- Warehouses, terminals

Group 48 – Communications
- Amateur Radio Antenna Support Structures
- Broadcast antenna or tower farms

Group 49 – Electric, Gas, and Sanitary Services
- Transmission and distribution, electric and gas

Division F: Wholesale Trade

Group 51 – Wholesale Trade – Nondurable Goods
- Groceries; beer, wine and distilled beverages (514, 518)
- Tobacco and tobacco products; (5149)

Division G: Retail Trade

Group 52 – Building Materials, Hardware, Garden Supply, and mobile Home Dealers
- Mobile home dealers (manufactured homes) (527)

Group 58 – Eating and Drinking Places
- With the sale of beer and wine only for on-premise consumption, without gaming
- With the sale of beer and wine only for on-premise consumption, with gaming
- With the sale of alcoholic beverages for on-premise consumption, with gaming

Group 59 – Miscellaneous Retail (Strictly Carryout)
- Fuel dealers (598)

Division I: Services

Group 70 – Hotels, Rooming Houses, Camps, and Other Lodging Places
- Roaming, boarding houses; organization hotels and lodging houses, on a membership basis (702, 704)
- Camps and recreational vehicle parks (703)

Group 72 – Personal Services
- Funeral service and crematories (726)

Group 78 – Motion Pictures
- Drive-in motion picture theaters (7833)

B. Restricted use **Zone B** as depicted on attached **Exhibit A** (underlying county zone: Controlled Industrial – CI)

All allowed land uses as outline within 2019 Yellowstone County Zoning regulations for the underlying zone shall be allowed within the restricted use **Zone B,** with the following exceptions:

Exceptions (uses not allowed) within restricted use Zone B:

Division A: Agriculture, Forestry, and Fishing

Group 09 – Fishing, Hunting, and Trapping
- Fish hatcheries and preserves (092)

Division B: Mining

- Construction sand and gravel mining (1442)

Division D: Manufacturing

Group 21 – Tobacco Products
- Offices only

Group 24 – Lumber and Wood Products, Except Furniture
- Hardwood and special product sawmills (2426, 2429)
- Millwork, plywood veneer, wood members manufacture (2431, 2435, 2436, 2439)
- Wood Buildings and Mobile home manufacture (245)

Group 81 – Chemicals and Allied Products
- Growing, harvesting, or selling of Marijuana based products

Group 24 – Leather and Leather Products
- Offices only

Division E: Transportation, Communications, Electric, Gas, and Sanitary Sewer

Group 40 – Railroad Transportation
- Passenger and freight terminals

Group 42 – Pipelines, Except Natural Gas

The following uses are allowed within the Restricted Use Zone B, with special review approval:

Division D: Manufacturing

Group 20 – Food and Kindred Products
- Alcoholic beverages manufacturing and bottling (2082, 2083, 2084, 2085) By Special Review

Group 41 – Local & Suburban Transit & Interurban Highway Passenger Transportation
- Bus terminal operation only, without maintenance facilities (4173) By Special Review

Division F: Wholesale Trade

Group 51 – Wholesale Trade – Nondurable Goods
- Groceries; beer, wine and distilled beverages (514, 518) – By Special Review
- Tobacco and tobacco products; (5149) By Special Review

III. LANDSCAPING REQUIREMENTS

Unless expressly designated below, all landscaping, buffering, and screening standards as outlined within Article 27-1200 of the 2021 City of Billings Zoning Code shall be followed as required with the following exceptions:

A. School Buffer Zone "A"

Within the School Buffer Zone "A" as depicted on the attached Exhibit "A," a residential development is not required to install an opaque screen fence or open fence adjacent to the School's property.

IV. OTHER SPECIAL AGREEMENTS

A. Access

Vehicular Access onto Elysian Road and East Lane from School Buffer Zone A and Restricted Use Zone B shall be a minimum of 150 feet from the **School.**

[*Left intentionally blank, signature pages to follow*]

IN THE WITNESS WHEREOF, the OWNERS have set their hands and official seals on this _____day of _____, 2023.

"OWNER"

DEVELOPMENT 55, LLC

By:_____ Its:__

STATE OF _____)

:

ss County of

_____

)

On this ___day of _____, 2023, before me, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the _____of **DEVELOPMENT 55, LLC** who executed the foregoing instrument and acknowledged to me he/she executed the same.

SS

_____

[*Intentionally blank with signatures on the following pages*]

IN THE WITNESS WHEREOF, the SCHOOL have set their hands and official seals on this _____day of _____, 2023.

"SCHOOL"

ELYSIAN SCHOOL DISTRICT #23, BILLINGS, MONTANA

_____

Luke Shelton, Superintendent of Elysian
School District #23, Billings, Montana

STATE OF _____)

:

ss County of

_____

)

On this ___day of _____, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Luke Shelton, known to me to be the Superintendent of **ELYSIAN SCHOOL DISTRICT #23, BILLINGS, MONTANA** who executed the foregoing instrument and acknowledged to me he executed the same.

SS

_____

[*Intentionally blank with signatures on the following pages*]

Viking Land, LLC as a party of the existing agreement recorded as Document Number 3666419 hereby recognizes and accepts the amendments identified within this document.

I hereby set my hand on this _____day of _____, 2023.

VIKING LAND, LLC

By:_____ Its:__

STATE OF _____)

:

ss County of

_____

)

On this ___day of _____, 2023, before me, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the _____of **VIKING LAND, LLC** who executed the foregoing instrument and acknowledged to me he/she executed the same.

SS

_____

[*Intentionally blank with signatures on the following pages*]

This agreement is hereby approved and accepted by the City of Billings, this ____day of _____, 2023.

"CITY"

CITY OF BILLINGS, MONTANA

By:_____
William A. Cole, Mayor

Attest: _____
Denise R. Bohlman, City Clerk

STATE OF _____)

:

ss County of

_____

)

On this ___day of _____, 2023, 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

_____

[*Left intentionally blank*]

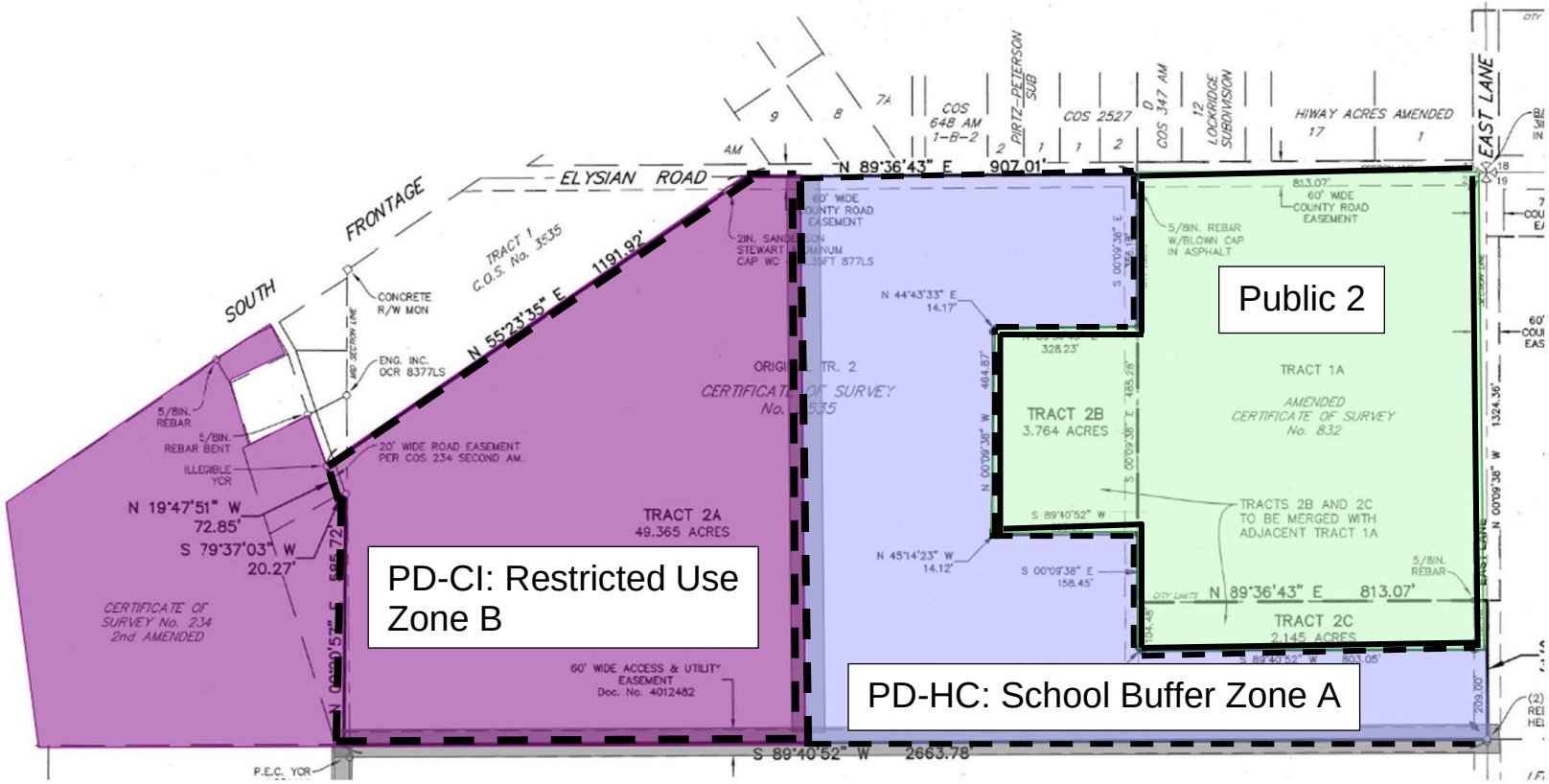


Exhibit A to Viking Tvetene Planned Development Amendment 2023

City Council Regular

Date:	07/10/2023
Title:	Payment of Claims for week of June 5, 2023
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $$2,915,353.28 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

Payment Approval Process

Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.).
Each invoice goes through a multi-step approval process depending upon the amount of the payment.

First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment.

Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached.

If the payment is greater than $1,000, then it must be approved by the Finance Director or designee.
If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator.

Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

- No other alternatives were analyzed

FISCAL EFFECTS

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

Attachments

CouncilMemo wk of 06052023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	862005	AD Creative Group	Airport	$ 500.00	Invoice #51208. MT Quarterly Summer Ad
06/05/2023	862005	AD Creative Group	Airport	$ 500.00	Invoice #51295. Distinctly MT Summer Ad
06/05/2023	862005	AD Creative Group	Airport	$ 500.00	Invoice #51506. MT History Magazine Summer Ad
06/05/2023	862005	AD Creative Group	Airport	$ 500.00	Invoice #51521. Simply Local June Ad
06/05/2023	862005	AD Creative Group	Airport	$ 750.00	Invoice #51556. Big Sky Journal Summer 2 Ads
06/05/2023	862007	Advance Eng & Enviro	Wastewater	$ -	Professional Services Agreement-Water & Wastewater Rate Study FY22/23
06/05/2023	862007	Advance Eng & Enviro	Wastewater	$ 2,975.50	Professional Services Agreement-Water & Wastewater Rate Study FY22/24
06/05/2023	862007	Advance Eng & Enviro	Water	$ -	Professional Services Agreement-Water & Wastewater Rate Study FY22/25
06/05/2023	862007	Advance Eng & Enviro	Water	$ 2,975.50	Professional Services Agreement-Water & Wastewater Rate Study FY22/26
06/05/2023	862006	Advanced Employ	Solid Waste	$ 4,463.55	Contract labor for week ending 4/30/2023.
06/05/2023	862006	Advanced Employ	Solid Waste	$ 291.20	Contract labor for week ending 5/4/2023.
06/05/2023	862006	Advanced Employ	Solid Waste	$ 436.80	Contract labor for week ending 5/7/2023.
06/05/2023	862006	Advanced Employ	Solid Waste	$ 4,322.50	Contract labor for week ending 5/7/2023.
06/05/2023	862009	Allsteel Inc	Library	$ 4,979.52	NASPO State Contract Library Furniture
06/05/2023	862017	Bcs Scrip	General	$ 2,550.00	2023 3rd Quarter Milestones
06/05/2023	862029	Century Link	Airport	$ 50.52	406-245-1044 Airport Terminal Power M
06/05/2023	862029	Century Link	Airport	$ 45.66	406-245-5834 Airport Alarm
06/05/2023	862029	Century Link	Airport	$ 53.02	406-252-0721 Airport 1FB Line
06/05/2023	862029	Century Link	Airport	$ 82.34	406-252-9412 Airport
06/05/2023	862029	Century Link	Airport	$ 53.02	406-256-6014 Airport P9 Building
06/05/2023	862029	Century Link	Airport	$ 68.92	406-256-7070 Airport
06/05/2023	862029	Century Link	Airport	$ 37.94	Bill Date: Aug 16, 2021. QTA Phone 406-252-0005
06/05/2023	862029	Century Link	Engineering	$ 138.75	406-259-7758 Measured Lines Depot 60/40
06/05/2023	862029	Century Link	EOC 911	$ 45.65	406-245-3107 911
06/05/2023	862029	Century Link	EOC 911	$ 45.65	406-245-3108 911
06/05/2023	862029	Century Link	EOC 911	$ 311.26	406-245-7101 9-1-1 Center Landfill #2
06/05/2023	862029	Century Link	EOC 911	$ 311.26	406-245-7102 9-1-1 Center Fox Reservoir #2
06/05/2023	862029	Century Link	EOC 911	$ 5,273.97	406-245-8527 9-1-1 Center
06/05/2023	862029	Century Link	Fleet	$ 51.03	406-256-5047 Motor Pool
06/05/2023	862029	Century Link	General	$ 41.17	406-652-0269 Cemetery Kenco Line
06/05/2023	862029	Century Link	General	$ 64.56	406-652-8403 Stewart Park Batting Cages
06/05/2023	862029	Century Link	IT Resources	$ 50.52	406-245-4437 Kenco Security Alarm IT Alarm
06/05/2023	862029	Century Link	Library	$ 188.10	406-245-1579 Library 6 lines
06/05/2023	862029	Century Link	P.W. Admin	$ 92.50	406-259-7758 Measured Lines Depot 60/40

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	862029	Century Link	Park Dist 1	$ 68.92	406-652-5507 Parks
06/05/2023	862029	Century Link	Park Dist 1	$ 50.52	406-657-3014 Parks 3890 Stillwater
06/05/2023	862029	Century Link	Parking	$ 41.17	406-252-2041 Park 2 Elevator Phone
06/05/2023	862029	Century Link	Parking	$ 50.52	406-657-3054 Park 1 Elevator Phone
06/05/2023	862029	Century Link	Phone System	$ 125.40	406-245-1579 Library 6 lines
06/05/2023	862029	Century Link	Phone System	$ 103.92	406-248-3329 Airport Measured Lines
06/05/2023	862029	Century Link	Phone System	$ 114.60	406-248-9124 Met Measured Lines
06/05/2023	862029	Century Link	Phone System	$ 111.42	406-252-3774 BOC Measured Lines
06/05/2023	862029	Century Link	Phone System	$ 161.94	406-657-3009 PUD Measured Lines
06/05/2023	862029	Century Link	Phone System	$ 2,594.61	406-657-8377 Main System Centrex
06/05/2023	862029	Century Link	Phone System	$ 51.96	406-657-8419 MET Fax & Kenco Fax
06/05/2023	862029	Century Link	Phone System	$ 48.05	Animal Control Fax
06/05/2023	862029	Century Link	Phone System	$ 50.52	Fire Alarm
06/05/2023	862029	Century Link	Phone System	$ 50.52	Four Dances
06/05/2023	862029	Century Link	Phone System	$ 52.49	Miller Building
06/05/2023	862029	Century Link	Phone System	$ 50.52	Pioneer Park
06/05/2023	862029	Century Link	Phone System	$ 51.96	Streets Fax
06/05/2023	862029	Century Link	Planning	$ 50.52	406-656-9578 Planning Traffic Central Broadwater
06/05/2023	862029	Century Link	Planning	$ 50.52	406-656-9604 Planning Traffic Central 9th
06/05/2023	862029	Century Link	Public Safety	$ 51.96	406-245-1743 Fire Elevator
06/05/2023	862029	Century Link	Public Safety	$ 50.52	406-245-6600 Crime Prevention Alarm
06/05/2023	862029	Century Link	Public Safety	$ 119.32	406-245-7469 Fire
06/05/2023	862029	Century Link	Public Safety	$ 118.28	406-373-3742 Fire RR Crossing Alarm
06/05/2023	862029	Century Link	Public Safety	$ 60.90	406-651-0282 Fire 5 911 Line
06/05/2023	862029	Century Link	Public Safety	$ 41.17	406-655-0728 Fire Maintenance Shop
06/05/2023	862029	Century Link	Radio	$ 311.26	406-248-3635 Fire Airport Radio Tower WCK
06/05/2023	862029	Century Link	Radio	$ 311.26	406-248-3636 Fire Airport Radio Tower Jellison
06/05/2023	862029	Century Link	Solid Waste	$ 96.43	406-245-9820 Solid Waste Landfill
06/05/2023	862029	Century Link	Solid Waste	$ 192.56	SW Landfill #406.259.3065, 406.259.3554, 406.359.395
06/05/2023	862029	Century Link	Street/Traffic	$ 42.34	406-259-3298 PW Traffic 3728 McDougall
06/05/2023	862029	Century Link	Street/Traffic	$ 51.96	406-652-8104 PW Traffic Signal 24 Central
06/05/2023	862029	Century Link	Transit	$ -	406-254-7038 MET Transit
06/05/2023	862029	Century Link	Wastewater	$ 50.52	406-259-2328 PUD Sahara Sand Lift Station
06/05/2023	862029	Century Link	Water	$ 39.44	406-245-3659 PUD Alarm Water Tower

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	862034	Clark Equipt	Street/Traffic	$ 14,265.21	T66 T4 bobcat compact track loader per attached sourcewell quote
06/05/2023	862034	Clark Equipt	Street/Traffic	$ 62,225.94	T66 T4 bobcat compact track loader per attached sourcewell quote
06/05/2023	862038	Co Water- Blgs Heights	Park Dist 1	$ 805.06	water charges for Arrowhead- 13138
06/05/2023	862038	Co Water- Blgs Heights	Park Dist 1	$ 25.69	water charges for Hawthorne - 08163
06/05/2023	862038	Co Water- Blgs Heights	Parks Maint	$ 342.49	water charges for Frances- 16219
06/05/2023	862038	Co Water- Blgs Heights	Parks Maint	$ 25.69	water charges for Lutheran- 10112
06/05/2023	862038	Co Water- Blgs Heights	Parks Maint	$ 22.04	water charges for Rolling Hills- 09174
06/05/2023	862038	Co Water- Blgs Heights	Parks Maint	$ 842.85	water charges for Twin Oaks- 17196
06/05/2023	862038	Co Water- Blgs Heights	Parks Maint	$ 986.51	water charges for Unita- 17140
06/05/2023	862038	Co Water- Blgs Heights	Parks Maint	$ 1,839.54	water charges for Waldon Grove- 30388
06/05/2023	862038	Co Water- Blgs Heights	Public Safety	$ 429.93	SPRING / SUMMER WATER SERVICE FIRE STATION #6
06/05/2023	862038	Co Water- Blgs Heights	Public Safety	$ 80.93	SPRING/SUMMER WATER SERVICE FIRE STATION #8
06/05/2023	862035	Community Seven	General	$ 10,487.00	PEG Fees January 1 to March 31, 2023 // 3rd Qtr FY23
06/05/2023	862043	Dana Safety Supply	Public Safety	$ 1,350.00	851111
06/05/2023	862043	Dana Safety Supply	Public Safety	$ 478.50	851111
06/05/2023	862043	Dana Safety Supply	Public Safety	$ 1,467.00	851111
06/05/2023	862043	Dana Safety Supply	Public Safety	$ 2,164.50	851111
06/05/2023	862043	Dana Safety Supply	Public Safety	$ 2,164.50	851113
06/05/2023	862043	Dana Safety Supply	Public Safety	$ 1,467.00	851113
06/05/2023	862043	Dana Safety Supply	Public Safety	$ 478.50	851113
06/05/2023	862043	Dana Safety Supply	Public Safety	$ 1,350.00	851113
06/05/2023	ACH	Eldorado National CA	Transit	$ 303.93	90796606. R/S Windshield Unit 1842. W/O 2023-2352
06/05/2023	ACH	Eldorado National CA	Transit	$ 750.22	90796606. Shipping for R/S Windshield Unit 1842. W/O 2023-2352
06/05/2023	ACH	Eldorado National CA	Transit	$ 0.41	90797078. Lock Gasket Unit 1842. W/O 2023-2352
06/05/2023	ACH	Eldorado National CA	Transit	$ 12.96	90797078. Shipping Lock Gasket Unit 1842. W/O 2023-2352
06/05/2023	ACH	Eldorado National CA	Transit	$ 974.71	90797782. Aluminum Structure Unit 1839. W/O 2023-2179
06/05/2023	ACH	Eldorado National CA	Transit	$ 348.92	90797782. Freight for Aluminum Structure Unit 1839. W/O 2023-2179
06/05/2023	ACH	Eldorado National CA	Transit	$ 12.96	90797995. Shipping for Turn Signal Brackets Unit 1839. W/O 2023-2179
06/05/2023	ACH	Eldorado National CA	Transit	$ 117.32	90797995. Turn Signal Brackets Unit 1839. W/O 2023-2179
06/05/2023	ACH	Eldorado National CA	Transit	$ 12.96	90798441. Shipping Side Door Stops Unit 1826. W/O 2023-2193
06/05/2023	ACH	Eldorado National CA	Transit	$ 11.94	90798441. Side Door Stops Unit 1826. W/O 2023-2193
06/05/2023	ACH	Eldorado National CA	Transit	$ 10.01	90798898. Repair Parts Unit 1826. W/O 202-2193
06/05/2023	ACH	Eldorado National CA	Transit	$ 2.39	90798898. Repair Parts Unit 1826. W/O 2023-2193
06/05/2023	ACH	Eldorado National CA	Transit	$ 93.42	90798898. Repair Parts Unit 1826. W/O 2023-2193

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	Eldorado National CA	Transit	$ 9.16	90798898. Repair Parts Unit 1826. W/O 2023-2193
06/05/2023	ACH	Eldorado National CA	Transit	$ 26.64	90798898. Shipping Repairs Parts Unit 1826. W/O 2023-2193
06/05/2023	ACH	Eldorado National CA	Transit	$ 15.79	90798904. Low Note Horn Unit 1832. W/O 2023-2336
06/05/2023	ACH	Eldorado National CA	Transit	$ 12.96	90798904. Shipping Low Note Horn Unit 1832. W/O 2023-2336
06/05/2023	ACH	Eldorado National CA	Transit	$ 1,780.01	90799737. Front Bumper Assembly Unit 1839. W/O 2023-2179
06/05/2023	ACH	Eldorado National CA	Transit	$ 390.35	90799737. Shipping Front Bumper Assembly Unit 1839. W/O 2023-2179
06/05/2023	ACH	Eldorado National CA	Transit	$ 12.96	90799749. Shipping Wiper Blade Unit 1839. W/O 2023-2179
06/05/2023	ACH	Eldorado National CA	Transit	$ 47.47	90799749. Wiper Blade
06/05/2023	862051	Energy Laboratories	Wastewater	$ 276.00	Work Order # B23051071. Sample Analysis
06/05/2023	862051	Energy Laboratories	Wastewater	$ 1,221.00	Work Order B23050482, Sample Analysis
06/05/2023	862051	Energy Laboratories	Wastewater	$ 179.00	Work Order B23050484, Sample Analysis
06/05/2023	862051	Energy Laboratories	Wastewater	$ 1,032.00	Work Order B23050487, Sample Analysis
06/05/2023	862051	Energy Laboratories	Wastewater	$ 767.00	Work Order B23050825, Sample Analysis
06/05/2023	862051	Energy Laboratories	Wastewater	$ 138.00	Work Order B23051205, Sample Analysis
06/05/2023	862051	Energy Laboratories	Wastewater	$ 204.00	Work Order: B23050176, sample analysis
06/05/2023	862056	Fisher's Technology	Airport	$ 222.95	Invoice #1155428. Toner for Copy Machine at Operations
06/05/2023	862056	Fisher's Technology	Airport	$ 373.75	Invoice #1157726. Repairs to Copier at Operations
06/05/2023	862056	Fisher's Technology	Airport	$ 42.94	Invoice #1165503. Copy Machine Maintenance
06/05/2023	862056	Fisher's Technology	CDBG	$ 136.86	5.3.23 - Fisher's Tech - Invoice #1166564
06/05/2023	862056	Fisher's Technology	Central Services	$ 33.84	1157508 Copy Fund- FEQ18853
06/05/2023	862056	Fisher's Technology	Central Services	$ 6.07	1157509 Copy Fund/Police - FEQ18854, FEQ19719
06/05/2023	862056	Fisher's Technology	Central Services	$ 122.90	1158495 Copy Fund - FEQ21542
06/05/2023	862056	Fisher's Technology	Central Services	$ 853.29	1166101 Copy Fund - FEQ33999, 36136, 19204, 191969, 19205
06/05/2023	862056	Fisher's Technology	Central Services	$ 16.09	1167993 Copy Fund - FEQ27713
06/05/2023	862056	Fisher's Technology	Central Services	$ 11.85	1167995 Copy Fund - FEQ27712
06/05/2023	862056	Fisher's Technology	Central Services	$ 263.94	1169434 Copy Fund - FEQ29993
06/05/2023	862056	Fisher's Technology	Central Services	$ 47.34	1171351 Copy Fund - FEQ18853
06/05/2023	862056	Fisher's Technology	Central Services	$ 122.90	1171352 Copy Fund - FEQ21542
06/05/2023	862056	Fisher's Technology	Central Services	$ 3.74	1171353 Copy Fund & PD - FEQ18854, 19719
06/05/2023	862056	Fisher's Technology	Engineering	$ 6.12	Contract base rate for Engineering
06/05/2023	862056	Fisher's Technology	General	$ 528.46	Invoice 1158820 HP Laser Jet Enterprise M606 repairs and fuser
06/05/2023	862056	Fisher's Technology	General	$ 130.93	monthly charges for main copier-1166563
06/05/2023	862056	Fisher's Technology	General	$ 130.93	monthly charges for main copier-1166563
06/05/2023	862056	Fisher's Technology	Library	$ 79.29	1165502 Library copier charges

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	862056	Fisher's Technology	Park Dist 1	$ 130.92	monthly charges for main copier-1166563
06/05/2023	862056	Fisher's Technology	Public Safety	$ 211.00	1141049, toner for barn printer
06/05/2023	862056	Fisher's Technology	Public Safety	$ 225.95	1145956,
06/05/2023	862056	Fisher's Technology	Public Safety	$ 3.91	1156832- Police FEQ33964
06/05/2023	862056	Fisher's Technology	Public Safety	$ 95.94	1157509 Copy Fund/Police - FEQ18854, FEQ19719
06/05/2023	862056	Fisher's Technology	Public Safety	$ 108.98	1159915 Police - FEQ35508, 35509, 35510
06/05/2023	862056	Fisher's Technology	Public Safety	$ 286.66	1168474 Police - FEQ29967
06/05/2023	862056	Fisher's Technology	Public Safety	$ 29.25	1169432 Police - FEQ36378
06/05/2023	862056	Fisher's Technology	Public Safety	$ 35.35	1169433 Police - FEQ36379
06/05/2023	862056	Fisher's Technology	Public Safety	$ 2.55	1169881 Police - FEQ33964
06/05/2023	862056	Fisher's Technology	Public Safety	$ 121.99	1171353 Copy Fund & PD - FEQ18854, 19719
06/05/2023	862056	Fisher's Technology	Public Safety	$ 123.41	1172364 Police - FEQ35508, 35509, 35510
06/05/2023	862056	Fisher's Technology	Public Safety	$ 18.43	911 Center Copier, Service agreement - Monthly B&W Copy Charges
06/05/2023	862056	Fisher's Technology	Public Safety	$ 52.51	912 Center Copier, Service agreement - Monthly Color Copy Charges
06/05/2023	862056	Fisher's Technology	Public Safety	$ 2,270.00	DXC257IF Image Runner Advance DX C257iF color MFP, cassette module-AE1
06/05/2023	862056	Fisher's Technology	Public Safety	$ 2,008.88	Quote 2 spare printers, XLBP1538C image CLASS X LBP1538C color printers
06/05/2023	862056	Fisher's Technology	Public Safety	$ 1,004.44	imageCLASS X LBP1538C Color Printer
06/05/2023	862056	Fisher's Technology	Solid Waste	$ 59.93	Contract overage charge 3/18/2023 - 4/17/2023. Landfill.
06/05/2023	862056	Fisher's Technology	Solid Waste	$ 255.11	Contract overage charge 4/1/23 - 4/30/23. Collections.
06/05/2023	862056	Fisher's Technology	Solid Waste	$ 74.35	Contract overage charge 4/18/2023 - 5/17/2023. Landfill.
06/05/2023	862056	Fisher's Technology	Street/Traffic	$ 51.41	inv#1145146copier contract
06/05/2023	862056	Fisher's Technology	Transit	$ 117.36	Invoice #1164545. Copy Machine Maintenance
06/05/2023	862056	Fisher's Technology	Transit	$ 120.90	Invoice #1176090. Copy Machine Maintenance
06/05/2023	862056	Fisher's Technology	Water	$ 75.40	Contract MA14076-01 for 03/31-04/29/2023
06/05/2023	862057	Garney Co	Water	$ 92,341.72	WO 19-42 West End Water Treatment Plant Project; Payment 6
06/05/2023	862059	Good Earth Works	Park Dist 1	$ 569,330.88	WO 22-08 Central Park Tennis Court replacement; Payment 3;
06/05/2023	862061	Granite Peak Pump	Park Dist 1	$ 2,587.00	pump repairs at Stewart - 23083
06/05/2023	862061	Granite Peak Pump	Amend Park	$ 816.96	pump repair for amend park -23077
06/05/2023	862067	Hawkins	Water	$ 20.00	chlorine for process
06/05/2023	862067	Hawkins	Water	$ 29,860.99	coagulant for process
06/05/2023	ACH	HDR	Solid Waste	$ 11,014.05	WO 23-27 Landfill Household Hazardous Waste Facility Consultant Agreement
06/05/2023	ACH	HDR	Wastewater	$ 24,374.96	WO 20-44 WRF Nutrient Recovery Improvements Project; Payment 34
06/05/2023	ACH	HDR	Wastewater	$ 6,532.57	WO 23-38 Sahara Sands Lift Station; Payment 2
06/05/2023	ACH	HDR	Water	$ 105,740.67	WO 19-12 West End Reservoir; Payment 49

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	HDR	Water	$ 289.74	WO 23-14 HDR Bureau of Reclamation Mall Storage
06/05/2023	862069	Iaff	Payroll Clearing	$ 5,663.08	Payroll Summary
06/05/2023	862071	Insight Public Sector	Capital Replace	$ 21,196.80	Qty. 40 FZ40 Service package,
06/05/2023	862074	Jack Henry & Assoc	P.W. Admin	$ 4,614.49	Annual Bill for Remit Plus07-01-2023 to
06/05/2023	862075	Jacobs Engineering	Gas Tax	$ 243.69	Asset Management Program Project; Payment 35
06/05/2023	862075	Jacobs Engineering	Light Maint	$ 243.69	Asset Management Program Project; Payment 35
06/05/2023	862075	Jacobs Engineering	Storm Sewer	$ 586.53	Asset Management Program Project; Payment 35
06/05/2023	862075	Jacobs Engineering	Street/Traffic	$ 911.46	Asset Management Program Project; Payment 35
06/05/2023	862075	Jacobs Engineering	Wastewater	$ 1,993.74	Asset Management Program Project; Payment 35
06/05/2023	862075	Jacobs Engineering	Water	$ 1,993.75	Asset Management Program Project; Payment 35
06/05/2023	ACH	Joe Johnson Equipt	Street/Traffic	$ 3,795.00	inv#P00859wire for sweeper brooms
06/05/2023	862078	K2 Civil	Park Dist 1	$ 67,697.19	WO 22-32 Riverfront Park Trail; Payment 3
06/05/2023	862082	Kent D. Bruce Co	Public Safety	$ 55.90	13407
06/05/2023	862082	Kent D. Bruce Co	Public Safety	$ 372.50	13407
06/05/2023	862082	Kent D. Bruce Co	Public Safety	$ 185.00	13407
06/05/2023	862082	Kent D. Bruce Co	Public Safety	$ 185.00	13407
06/05/2023	862082	Kent D. Bruce Co	Public Safety	$ 355.00	13407
06/05/2023	862082	Kent D. Bruce Co	Public Safety	$ 355.00	13407
06/05/2023	862082	Kent D. Bruce Co	Public Safety	$ 298.68	13407
06/05/2023	862082	Kent D. Bruce Co	Public Safety	$ 39.26	13407
06/05/2023	862082	Kent D. Bruce Co	Public Safety	$ 108.28	13407
06/05/2023	862082	Kent D. Bruce Co	Public Safety	$ 5,562.50	13407
06/05/2023	862082	Kent D. Bruce Co	Public Safety	$ 697.32	13407
06/05/2023	862084	Kochs Tennis Court	Park Dist 1	$ 9,990.00	crack repairs on tennis courts at Rose Park-May 2023
06/05/2023	862089	Lithia Dodge- Blgs	General	$ 22,128.00	Vehicle Purchase from Safety Mill - Tina Hoeger will hand deliver
06/05/2023	862089	Lithia Dodge- Blgs	Solid Waste	$ 50.00	726596 - LABOR
06/05/2023	862089	Lithia Dodge- Blgs	Solid Waste	$ 150.37	726596 - PARTS-KEY FOB
06/05/2023	862089	Lithia Dodge- Blgs	Solid Waste	$ 1.99	Misc. Charge
06/05/2023	862091	Mail Tech Service	P.W. Admin	$ 4,173.84	mailing event
06/05/2023	862091	Mail Tech Service	P.W. Admin	$ 1,565.19	mailing event
06/05/2023	862091	Mail Tech Service	P.W. Admin	$ 10,434.60	mailing event
06/05/2023	862093	Mango Languages	Library	$ 9,123.64	012082 Annual Mango subscription 6/1/2023 - 5/31/2024
06/05/2023	862095	Mckinstry Co	Stillwater Const	$ 4,000.00	Inv. 20063670
06/05/2023	862103	MFPE	Payroll Clearing	$ 2,693.88	Payroll Summary

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	862101	Montana CSED	Payroll Clearing	$ 4,093.42	Payroll Summary
06/05/2023	862108	Morgan Contractors	Water	$ 260,091.85	WO 22-20 WTP High Service Pump Station HVAC Upgrades; Payment 2
06/05/2023	862109	Morrison Maierle	Airport	$ 30,269.74	Amendment #13 Terminal Expansion Project - Federal
06/05/2023	862109	Morrison Maierle	Airport	$ 2,845.31	Amendment #13 Terminal Expansion Project - Ineligible
06/05/2023	862109	Morrison Maierle	Airport	$ 3,363.31	Amendment #13 Terminal Expansion Project - Local
06/05/2023	862109	Morrison Maierle	Airport	$ 1,806.18	Amendment #3 Baggage Claim Restroom Remodel Project
06/05/2023	862109	Morrison Maierle	Airport	$ 3,650.40	Amendment #8 PFC Application
06/05/2023	862109	Morrison Maierle	Airport	$ 5,491.11	Amendment 6 Commercial Aircraft Ramp - Schedule IV - Federal
06/05/2023	862109	Morrison Maierle	Airport	$ 610.12	Amendment 6 Commercial Aircraft Ramp - Schedule IV - Local
06/05/2023	862109	Morrison Maierle	Airport	$ 9,126.00	Amendment 9 Exterior Terminal Painting And Repair Project
06/05/2023	862109	Morrison Maierle	Airport	$ 355.38	FY 2023 On Call Services
06/05/2023	862109	Morrison Maierle	Airport	$ 1,535.45	FY 2023 On Call Services
06/05/2023	862109	Morrison Maierle	Airport	$ 1,231.84	Passenger Boarding Jet Bridges - Eligible Local Share
06/05/2023	862109	Morrison Maierle	Airport	$ 104.21	Passenger Boarding Jet Bridges - Ineligible Share
06/05/2023	862112	MPPA	Public Safety	$ 265.00	Rich St John registration for MACOP conference
06/05/2023	862112	MPPA	Payroll Clearing	$ 3,835.51	Payroll Summary
06/05/2023	862113	MT Dept Rev- CGR10	Airport	$ 485.49	AIP-77 Terminal Expansion (GMP) - Ineligible Local Share
06/05/2023	862113	MT Dept Rev- CGR2	Water	$ 72.27	Retainage Release
06/05/2023	862113	MT Dept Rev- CGR3	Park Dist 1	$ 683.81	WO 22-32 Riverfront Park Trail; Payment 3
06/05/2023	862113	MT Dept Rev- CGR4	Water	$ 2,627.19	WO 22-20 WTP High Service Pump Station HVAC Upgrades; payment 2
06/05/2023	862113	MT Dept Rev- CGR5	Gas Tax	$ 3,132.13	WO 22-07 Mullowney Lane Improvements; Payment 2
06/05/2023	862113	MT Dept Rev- CGR6	Wastewater	$ 68.25	Wright Company Service Agreement for WRF; Payment 1 FINAL
06/05/2023	862113	MT Dept Rev- CGR7	Airport	$ 5,164.92	AIP-77 Terminal Expansion (GMP) - Federal Share
06/05/2023	862113	MT Dept Rev- CGR8	Airport	$ 573.88	AIP-77 Terminal Expansion (GMP) - Local Share
06/05/2023	862113	MT Dept Rev- CGR9	#N/A	$ 33.47	WO 22-07 Mullowney Lane Improvements; Payment 2
06/05/2023	862106	MT State Firemen	Payroll Clearing	$ 5,211.31	Payroll Summary
06/05/2023	862115	Napa Auto Parts	Facilities	$ 10.66	3977-478797
06/05/2023	862115	Napa Auto Parts	Fleet	$ (99.40)	3977-481782
06/05/2023	862115	Napa Auto Parts	Fleet	$ 49.94	3977-484915
06/05/2023	862115	Napa Auto Parts	Fleet	$ 19.93	3977-485038
06/05/2023	862115	Napa Auto Parts	Fleet	$ 12.33	3977-485038
06/05/2023	862115	Napa Auto Parts	Fleet	$ 217.84	3977-485107
06/05/2023	862115	Napa Auto Parts	Fleet	$ 313.80	3977-485887
06/05/2023	862115	Napa Auto Parts	Fleet	$ 21.72	3977-486134

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	862115	Napa Auto Parts	General	$ 41.93	3977-479183
06/05/2023	862115	Napa Auto Parts	General	$ (358.64)	3977-481027
06/05/2023	862115	Napa Auto Parts	General	$ 434.66	3977-481027
06/05/2023	862115	Napa Auto Parts	General	$ 358.64	3977-481027
06/05/2023	862115	Napa Auto Parts	General	$ 11.08	3977-481095
06/05/2023	862115	Napa Auto Parts	General	$ 245.24	3977-481095
06/05/2023	862115	Napa Auto Parts	General	$ 77.82	3977-481095
06/05/2023	862115	Napa Auto Parts	General	$ 97.78	3977-481675
06/05/2023	862115	Napa Auto Parts	General	$ 24.02	3977-481675
06/05/2023	862115	Napa Auto Parts	General	$ 225.84	3977-481675
06/05/2023	862115	Napa Auto Parts	General	$ (24.02)	3977-481782
06/05/2023	862115	Napa Auto Parts	General	$ (225.84)	3977-481782
06/05/2023	862115	Napa Auto Parts	Parking	$ 27.46	3977-479384
06/05/2023	862115	Napa Auto Parts	Public Safety	$ 358.64	3977-478643
06/05/2023	862115	Napa Auto Parts	Public Safety	$ 335.44	3977-478643
06/05/2023	862115	Napa Auto Parts	Public Safety	$ 19.58	3977-478903
06/05/2023	862115	Napa Auto Parts	Public Safety	$ 23.12	3977-479521
06/05/2023	862115	Napa Auto Parts	Public Safety	$ 136.00	WIRING
06/05/2023	862115	Napa Auto Parts	Solid Waste	$ 5.53	3977-478665
06/05/2023	862115	Napa Auto Parts	Solid Waste	$ 10.76	3977-478989
06/05/2023	862115	Napa Auto Parts	Solid Waste	$ 5.72	3977-478989
06/05/2023	862115	Napa Auto Parts	Solid Waste	$ 68.92	3977-480871
06/05/2023	862115	Napa Auto Parts	Solid Waste	$ 2.35	3977-480879
06/05/2023	862115	Napa Auto Parts	Solid Waste	$ 50.60	3977-481026
06/05/2023	862115	Napa Auto Parts	Solid Waste	$ 34.45	3977-481026
06/05/2023	862115	Napa Auto Parts	Street/Traffic	$ 73.75	3977-481254
06/05/2023	862115	Napa Auto Parts	Street/Traffic	$ 276.82	3977-481254
06/05/2023	862115	Napa Auto Parts	Street/Traffic	$ 36.99	3977-481289
06/05/2023	862115	Napa Auto Parts	Street/Traffic	$ 224.44	3977-481289
06/05/2023	862115	Napa Auto Parts	Street/Traffic	$ (276.82)	3977-481782
06/05/2023	862115	Napa Auto Parts	Street/Traffic	$ (73.75)	3977-481782
06/05/2023	862119	North Coast Electric	Street/Traffic	$ 57.46	inv#S012636769.001cable ties/misc supplies
06/05/2023	862119	North Coast Electric	Street/Traffic	$ 4,400.00	S012320452.001 PO NUM 315502
06/05/2023	862119	North Coast Electric	Street/Traffic	$ 85.30	S012614707.001

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	862119	North Coast Electric	Street/Traffic	$ 44.73	S012614707.001 PO NUM 315496
06/05/2023	862119	North Coast Electric	Street/Traffic	$ 106.67	S012617857.001 PO NUM 315501
06/05/2023	862119	North Coast Electric	Street/Traffic	$ 12.95	S012623986.001
06/05/2023	862119	North Coast Electric	Street/Traffic	$ 126.80	S012623986.001 PO NUM 315494
06/05/2023	862119	North Coast Electric	Street/Traffic	$ 65.78	S012634833.001 PO NUM 315500
06/05/2023	862119	North Coast Electric	Street/Traffic	$ 250.61	S012636387.001 PO NUM 315497
06/05/2023	862119	North Coast Electric	Street/Traffic	$ 73.45	S012636838.001 PO NUM 315498
06/05/2023	862119	North Coast Electric	Street/Traffic	$ 177.72	S012637908.001 PO NUM 315499
06/05/2023	862120	NorthWestern Energy	Airport	$ 383.28	0712792-1. IP-7. May 2023
06/05/2023	862120	NorthWestern Energy	Airport	$ 1,029.98	0712800-2. IP-9. May 2023
06/05/2023	862120	NorthWestern Energy	Facilities	$ 54.95	3602453-7
06/05/2023	862120	NorthWestern Energy	Facilities	$ 1,528.50	3602454-5
06/05/2023	862120	NorthWestern Energy	Facilities	$ -	3927205-9
06/05/2023	862120	NorthWestern Energy	General	$ 231.55	0712683-2
06/05/2023	862120	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6
06/05/2023	862120	NorthWestern Energy	Parking	$ 596.46	0720829-1
06/05/2023	862120	NorthWestern Energy	Parking	$ 1,435.97	1569636-2
06/05/2023	862120	NorthWestern Energy	Parking	$ 2,010.56	3067416-2
06/05/2023	862120	NorthWestern Energy	Parking	$ 216.25	3279035-4
06/05/2023	862120	NorthWestern Energy	Parking	$ 126.71	3463478-2
06/05/2023	862120	NorthWestern Energy	Parks Maint	$ 86.44	1059093-3
06/05/2023	862120	NorthWestern Energy	Public Safety	$ 2,008.59	0100476-1 FIRE 1 ELECTRIC SERVICE, FY2023
06/05/2023	862120	NorthWestern Energy	Public Safety	$ 520.95	0712537-0
06/05/2023	862120	NorthWestern Energy	Public Safety	$ 403.20	0720840-8
06/05/2023	862120	NorthWestern Energy	Public Safety	$ 300.40	1984150-1
06/05/2023	862120	NorthWestern Energy	Public Safety	$ -	1984155-0
06/05/2023	862120	NorthWestern Energy	Transit	$ 6.00	0712764-0
06/05/2023	862120	NorthWestern Energy	Wastewater	$ 1,469.20	2132749-9
06/05/2023	862120	NorthWestern Energy	Water	$ 75.03	0722252-4
06/05/2023	862120	NorthWestern Energy	Water	$ 1,026.50	0723043-6
06/05/2023	862124	Petty Cash CCSIU	PD Program	$ 5,680.13	Reimbursement of PE/PI $. Receipts on file at the BPD.
06/05/2023	ACH	RDO Equipt	Solid Waste	$ 38.99	Brushknife 250M. Sawblade for weed eater. Landfill.
06/05/2023	ACH	RDO Equipt	Solid Waste	$ 1,580.23	Hydraulic Oil 55 GAL. Landfill Units 0263 & 0269.
06/05/2023	ACH	RDO Equipt	Solid Waste	$ 103.80	P1141112 - AIR FILTER

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	RDO Equipt	Solid Waste	$ 103.80	P1141112 - AIR FILTER
06/05/2023	ACH	RDO Equipt	Solid Waste	$ 269.92	P1141112 - FILTER ELEMENT
06/05/2023	ACH	RDO Equipt	Solid Waste	$ 269.92	P1141112 - FILTER ELEMENT
06/05/2023	ACH	RDO Equipt	Solid Waste	$ 700.98	P1165112 - FILTER ELEMENT
06/05/2023	ACH	RDO Equipt	Solid Waste	$ 700.98	P1165112 - FILTER ELEMENT
06/05/2023	ACH	RDO Equipt	Solid Waste	$ 742.00	W3855112 - LABOR
06/05/2023	ACH	RDO Equipt	Solid Waste	$ 112.58	W3855112 - PARTS - KIT; SHIPPING; SRV ACCESSORIES
06/05/2023	862131	Riverside Contracting	Arterial Streets	$ 275,311.58	Inner Belt Loop Northwest Billings Connector; Payment 2
06/05/2023	862136	Salt Lake Whlsl Sport	Public Safety	$ 6,725.67	89925, 64 gr SP
06/05/2023	862137	Sanderson Stewart	Tax Incrmnt N27	$ 17,665.45	5th Ace Corridor - Phase 1 Preliminary Design, Professional Services Contract
06/05/2023	862143	Sletten Const	Airport	$ 511,326.68	AIP-77 Terminal Expansion (GMP) - Federal Share
06/05/2023	862143	Sletten Const	Airport	$ 48,063.97	AIP-77 Terminal Expansion (GMP) - Ineligible Local Share
06/05/2023	862143	Sletten Const	Airport	$ 56,814.08	AIP-77 Terminal Expansion (GMP) - Local Share
06/05/2023	862145	Solid Waste System	Solid Waste	$ 915.48	155561
06/05/2023	862145	Solid Waste System	Solid Waste	$ 1,146.40	155561
06/05/2023	862145	Solid Waste System	Solid Waste	$ 305.80	155561
06/05/2023	862145	Solid Waste System	Solid Waste	$ 195.30	155574
06/05/2023	862145	Solid Waste System	Solid Waste	$ 33.04	155574
06/05/2023	862145	Solid Waste System	Solid Waste	$ 61.00	155639
06/05/2023	862145	Solid Waste System	Solid Waste	$ 67.35	155643
06/05/2023	862145	Solid Waste System	Solid Waste	$ 3,813.75	155643
06/05/2023	862145	Solid Waste System	Solid Waste	$ 495.68	155913
06/05/2023	862145	Solid Waste System	Solid Waste	$ 96.26	155913
06/05/2023	862145	Solid Waste System	Solid Waste	$ 22.24	1555639
06/05/2023	862145	Solid Waste System	Solid Waste	$ 20.32	1555713
06/05/2023	862145	Solid Waste System	Solid Waste	$ 597.50	1555713
06/05/2023	862150	Steel City Drones	Fire Grants	$ 6,900.00	Spotlight for Matrice 300 for all Hazmat Team- Grant
06/05/2023	862151	Steiner Thuesen	Park Dist 1	$ 2,715.00	W.O.22-08 Central Park Tennis Court 1; Payment 14
06/05/2023	862151	Steiner Thuesen	Park Dist 1	$ 1,252.50	WO 22-43 Ponderosa Park Irrigation Sys Replacement; Payment 7
06/05/2023	862151	Steiner Thuesen	Park Dist 1	$ 1,893.00	WO 23-32 Gorham park Irrigation System Replacement; Payment 5
06/05/2023	862156	Thorn Run Partners	General	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract.; Payment 10
06/05/2023	862156	Thorn Run Partners	P.W. Admin	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract.; Payment 10
06/05/2023	ACH	Town & Co Supply	Airport	$ 7,563.27	Invoice #434492. 1950 Gallons Unleaded for Operations
06/05/2023	ACH	Town & Co Supply	Fleet	$ 3,931.49	435765

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	Town & Co Supply	Fleet	$ 5,829.91	435765
06/05/2023	ACH	Town & Co Supply	Fleet	$ 5,453.64	435765
06/05/2023	ACH	Town & Co Supply	Fleet	$ 9,955.90	435765
06/05/2023	ACH	Town & Co Supply	Solid Waste	$ 23,429.55	432237
06/05/2023	ACH	Tractor & Equipt	Solid Waste	$ 34.79	BLCS0809048 - BLADE A
06/05/2023	ACH	Tractor & Equipt	Solid Waste	$ 341.00	BLWO0224090 - LABOR
06/05/2023	ACH	Tractor & Equipt	Solid Waste	$ 23.87	BLWO0224090 - PARTS: RNG;SEALS-A, AS-BF, UCUP;ROD;CNSMBLS;ENV FEE
06/05/2023	ACH	Tractor & Equipt	Solid Waste	$ 684.00	BLWO0224417 - LABOR
06/05/2023	ACH	Tractor & Equipt	Solid Waste	$ 579.39	BLWO0224417 - PARTS-ELEMENTS: AS, LUBE, AS-X; 15-40 ENG OIL QT
06/05/2023	ACH	Tractor & Equipt	Solid Waste	$ 1,453.50	BLWO0224544 - LABOR
06/05/2023	ACH	Tractor & Equipt	Solid Waste	$ 1,271.00	BLWO0224544 - PARTS
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 30.01	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 8.36	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 281.00	A1 Jds Lock - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 145.00	A1 Jds Lock - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 1,009.54	Aerotronics Inc Tfbo - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 10.99	Albertsons #4025 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 217.84	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 345.75	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 143.33	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 167.20	Amazon.Com*O08Ik5Zs3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 49.99	Amzn Mktp Us*Cy0I05An3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 227.77	Amzn Mktp Us*Hf8Vv0Zd1 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 54.95	Amzn Mktp Us*Jr2M62Ze3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 53.98	Amzn Mktp Us*Oi3Dn28V3 Am - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 89.49	Applied Ind Tech 2422 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 47.95	Applied Ind Tech 2422 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 105.32	Archie Cochrane Ford - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 250.00	Batteries Plus #0598 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 30.00	Big Sky Linen And Unif - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 10.41	Billings - Tacoma Screw P - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 23.37	Billings Hardware & Servi - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 150.00	Billings Overhead Door In - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 255.00	Billings Overhead Door In - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 55.44	Border States Industries - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 76.42	C & B Operations Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 21.25	C & B Operations Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 134.13	Chemical Containers Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 103.99	Dtv*Directv Service - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 212.29	Ecolab Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 121.59	Ecolab Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 134.17	Ecolab Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 141.47	Ecolab Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 132.00	Edge Construction Supp - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 15.58	Evergreen Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 228.50	Forged In Steel Soluti - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 238.80	Galls - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 529.66	General Safety Equipment - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 389.61	General Safety Equipment - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 2,324.36	Genesis Lamp Corp - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 2,845.59	Global Access Supply Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 2,845.59	Global Access Supply Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 46.30	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 81.16	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 13.16	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 183.64	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 476.33	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 147.83	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 46.09	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 178.50	Graybar Electric Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 2,932.50	Helena 44021 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 50.00	In *Cotter'S Sewer, Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 402.00	In *Critelli Glass Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 1,104.00	Jimmy Johns - 2080 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 2,053.73	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 1,580.92	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 1,463.07	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 12.99	Kings Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 39.92	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 18.17	Lockwood Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 17.98	Lockwood Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 209.80	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 907.59	Mb Companies - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 96.00	Meadow Green Sales - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 22.00	Meadow Green Sales - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 135.00	Meadow Green Sales - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 44.00	Meadow Green Sales - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 890.00	Meadow Green Sales - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 567.75	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 1,799.00	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 118.39	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 4.49	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 1,341.62	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 632.81	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 49.65	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 242.52	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 151.20	Norco Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 106.95	Norco Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 2,342.16	Normont Equipment Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 429.00	Northland Automotive - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 243.28	Npc*New Pig Corp - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 95.06	O'Reilly Auto Parts 1551 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 233.09	O'Reilly Auto Parts 1551 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 2,630.55	Otw Safety - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 750.00	Pp*Mcwholesale - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 276.00	Pzg**Mt Dept Revenue-E - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 148.00	R.L. Armacost, Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 20.46	Rdoce Bil 020112 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 252.45	Redds Prints & Signs Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 139.98	Shipton'S Big R Heights - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 19.98	Shipton'S Big R West - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 59.98	Shipton'S Big R West - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 150.00	Shoe Carnival #0446 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 142.00	Sign Pro Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 237.00	Spic And Span - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ (879.54)	Sq *Sealital, Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 879.54	Sq *Sealital, Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 155.60	Sq *Yellowstone Acoustics - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 906.79	Standard Signs Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 2,000.00	State Chemic*State Che - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 41.92	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 15.61	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 60.97	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 832.74	Usda Aphis Act Hldr - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ (832.74)	Usda Aphis Act Hldr - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 2,160.00	Wilbur Ellis Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 108.00	Wilbur Ellis Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 37.52	Wm Supercenter #1956 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 23.23	Yellowstone County Treas - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 300.86	Yellowstone Electric Comp - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 1,780.00	Yellowstone Electric Comp - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 15.99	Zoom.Us 888-799-9666 - PCard
06/05/2023	ACH	U.S. Bank PCards	Airport	$ 74.00	Ztl*Zee Creative - PCard
06/05/2023	ACH	U.S. Bank PCards	Amend Park	$ 1,245.08	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Amend Park	$ 750.00	Dri*Rainbird Dgtal Svc - PCard
06/05/2023	ACH	U.S. Bank PCards	Building	$ 7.34	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Building	$ 53.84	Amzn Mktp Us*In8Cx56F3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Building	$ 18.99	Amzn Mktp Us*Ok9Sv2Jf3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Building	$ 108.90	Cbi*Draftsight - PCard
06/05/2023	ACH	U.S. Bank PCards	Building	$ 1.00	Co Billings Park3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Building	$ 31.50	Iaei - PCard
06/05/2023	ACH	U.S. Bank PCards	Building	$ 50.84	Kelley Connect - PCard
06/05/2023	ACH	U.S. Bank PCards	Building	$ 15.00	Samsclub.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Building	$ 33.24	Samsclub.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ 441.22	Airbnb Hmr5Cf825F - PCard
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ 559.54	Airbnb Hmxxbkhn42 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ (559.54)	Airbnb Hmxxbkhn42 - PCard
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ 43.35	Amazon.Com*8S1Qn4Mr3 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ 17.75	Amzn Mktp Us*Hf0Bw5Ru2 - PCard
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ 8.99	Amzn Mktp Us*Hf24X5Yb1 - PCard
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ 79.89	Amzn Mktp Us*Yk5Y19I83 Am - PCard
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ 112.79	Amzn Mktp Us*Zj0Pk8Yj3 - PCard
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ 12.95	Canva* I03769-33058988 - PCard
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ 2,700.32	Cncs - PCard
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ 2,700.32	Cncs - PCard
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ 38.36	Conoco - High Country Tra - PCard
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ 235.12	Delta Hotels - PCard
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ 50.80	Presidents Vol Srv Award - PCard
06/05/2023	ACH	U.S. Bank PCards	CDBG	$ 70.00	Sq *Do Good, Be Good Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Central Services	$ 905.48	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 100.00	Albertsons #4041 - PCard
06/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 9.67	Albertsons #4041 - PCard
06/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 205.00	Albertsons #4041 - PCard
06/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 51.00	Albertsons #4041 - PCard
06/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 19.96	Albertsons #4041 - PCard
06/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 31.25	Dollar Tree - PCard
06/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 1,790.00	Nadcp - PCard
06/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 142.31	Samsclub #4805 - PCard
06/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 87.06	Target 00001719 - PCard
06/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 157.78	Wal-Mart #2923 - PCard
06/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 39.94	Wm Supercenter #2923 - PCard
06/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 16.59	Zoom.Us 888-799-9666 - PCard
06/05/2023	ACH	U.S. Bank PCards	Engineering	$ 480.09	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Engineering	$ 7.95	Anc* Newspapers.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Engineering	$ 7.95	Anc* Newspapers.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Engineering	$ 91.99	Chalet Market - PCard
06/05/2023	ACH	U.S. Bank PCards	Engineering	$ 1,400.00	Consensusdocs - PCard
06/05/2023	ACH	U.S. Bank PCards	Engineering	$ 345.44	Hampton Inn Butte - PCard
06/05/2023	ACH	U.S. Bank PCards	Engineering	$ 345.44	Hampton Inn Butte - PCard
06/05/2023	ACH	U.S. Bank PCards	EOC 911	$ 1,033.34	La Quinta Motor Inns - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	EOC 911	$ 1,033.34	La Quinta Motor Inns - PCard
06/05/2023	ACH	U.S. Bank PCards	EOC 911	$ 35.00	United 0169852109253 - PCard
06/05/2023	ACH	U.S. Bank PCards	EOC 911	$ 35.00	United 0169852109254 - PCard
06/05/2023	ACH	U.S. Bank PCards	EOC 911	$ 35.00	United 0169853301865 - PCard
06/05/2023	ACH	U.S. Bank PCards	EOC 911	$ 35.00	United 0169853301866 - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 75.00	4Te*Alarm Services - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 12.50	4Te*Alarm Services - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 100.00	Air Controls-Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 327.00	Billings Overhead Door In - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 312.83	Ecolab Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 180.16	Ecolab Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 57.04	Ferguson Ent - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 10.68	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 119.32	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 39.99	Harbor Freight Tools 207 - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 788.67	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 849.37	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 77.54	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 76.47	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 38.95	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 26.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 49.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 16.15	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 5.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 9.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 15.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 60.97	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 89.00	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 191.00	Macon Supply Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 962.50	Midland Mechanical Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 150.00	Midland Mechanical Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 312.50	Midland Mechanical Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 27.75	Spinfresh Laundry - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 20.25	Spinfresh Laundry - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 20.25	Spinfresh Laundry - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 34.13	Spinfresh Laundry - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 27.75	Spinfresh Laundry - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 20.25	Spinfresh Laundry - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 20.25	Spinfresh Laundry - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 34.12	Spinfresh Laundry - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 289.00	Sq *Rolling Right Door Se - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 769.05	Sq *Sealital, Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 140.00	Sq *Skyline Services, Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 2,115.30	State Chemic*State Che - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 40.45	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 17.94	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 19.98	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 118.37	The Webstaurant Store Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 406.00	West End Lock And Secur - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 161.50	West End Lock And Secur - PCard
06/05/2023	ACH	U.S. Bank PCards	Facilities	$ 21.00	West End Lock And Secur - PCard
06/05/2023	ACH	U.S. Bank PCards	Fleet	$ 201.18	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Fleet	$ 5.00	Big Sky Linen And Unif - PCard
06/05/2023	ACH	U.S. Bank PCards	Fleet	$ 120.00	Gdp*Emergency Vehicle Tes - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 45.00	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 45.00	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 246.39	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 980.59	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 711.10	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 40.56	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 22.32	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 34.91	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 73.88	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 71.33	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 30.57	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 20.99	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 16.62	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 145.00	406 Kitchen Taproom - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	General	$ 68.00	Aaim - Services - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 12.99	Adobe *800-833-6687 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 60.63	Adobe *Creative Cloud - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 14.99	Adobe *Pdf Pack Subs - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 42.16	Albertsons #0038 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 35.47	Albertsons #0038 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 36.77	Albertsons #0038 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 149.98	Albertsons #0038 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 111.57	Albertsons #0038 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 71.56	Albertsons #0038 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 44.97	Albertsons #0038 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 28.97	Albertsons #0047 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 25.21	Albertsons #1227 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 3.69	Albertsons #4025 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 95.16	Albertsons #4041 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 471.71	Allegra - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 150.00	Als Bootery & Repair Shop - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 7.34	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 76.66	Amazon.Com*8X4Wq6Io3 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 41.65	Amazon.Com*Hf49H4H81 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 29.74	Amazon.Com*Hf58A50X2 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 151.77	Amazon.Com*Hv0Aa4Qs2 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 72.20	Amazon.Com*Hv1M99R40 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 26.87	Amazon.Com*Wl0Qu4Ct3 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 79.98	Amazon.Com*Wr87C55A3 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 546.00	American Red Cross - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 378.00	American Red Cross - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 42.00	American Red Cross - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 126.00	American Red Cross - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 4.99	Ampd Strong - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 14.99	Ampd Strong - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	General	$ (58.95)	Amzn Mktp Us - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 65.99	Amzn Mktp Us*0A2He9Vt3 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 15.97	Amzn Mktp Us*2P8D73J13 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 76.72	Amzn Mktp Us*3S4La1Qp3 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 28.99	Amzn Mktp Us*4X7T547O3 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 8.90	Amzn Mktp Us*B57Ax95T3 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 13.94	Amzn Mktp Us*C79Zn9P53 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 19.99	Amzn Mktp Us*D64M89Hq3 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 62.64	Amzn Mktp Us*Fd90I4Ye3 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 23.72	Amzn Mktp Us*Hf0Ly3Jc0 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 288.48	Amzn Mktp Us*Hf0V45Mc2 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 10.99	Amzn Mktp Us*Hf28297Y0 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 55.00	Amzn Mktp Us*Hf3U49552 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 339.50	Amzn Mktp Us*Hf56249Y2 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 59.99	Amzn Mktp Us*Hf6371Sw2 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 349.99	Amzn Mktp Us*Hm3J31891 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 32.07	Amzn Mktp Us*Hv5Iq8Kf1 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 49.98	Amzn Mktp Us*Hv7B65911 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 67.44	Amzn Mktp Us*N108O9In3 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 38.64	Amzn Mktp Us*N85890543 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 30.96	Amzn Mktp Us*O150O2W83 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 9.99	Amzn Mktp Us*Qb1Os91B3 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 143.67	Amzn Mktp Us*Qt5Mo1P63 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 38.64	Amzn Mktp Us*Qy9Lc86N3 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 25.00	Amzn Mktp Us*Sq1Ec4Z13 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 220.04	Amzn Mktp Us*Sy8Fd0O43 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 64.99	Amzn Mktp Us*Tc9In4Mb3 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 12.99	Amzn Mktp Us*V552J4O33 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 27.90	Amzn Mktp Us*Ve8Sa9Ja3 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 65.67	Amzn Mktp Us*Z38L69Ko3 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 401.00	Billings Ink And Toner, I - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 34.00	Bin 119 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 129.00	Bin 119 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 285.64	Bozeman Days Inn And Suit - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	General	$ 527.41	Buddy Punch - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 119.99	Canva* I03783-32567070 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 78.00	Cape Air Di 3062402100108 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 78.00	Cape Air Di 3062402100109 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 199.08	Chalet Market - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 32.00	Creative Monograms Smb - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 27.50	Dollar Tree - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 107.84	Doubletree Hotels - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 215.68	Doubletree Hotels - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 279.63	Econo Print - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 250.00	Hanser Wrecker Company - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 119.80	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 352.84	Harbor Freight Tools 207 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 148.91	Harbor Freight Tools 207 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 50.97	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 215.68	Heritage Inn Great Fal - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 399.00	Homedepot.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 727.31	Hose And Rubber Supply Bi - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 1,989.42	In *Elifeguard, Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 60.00	Inreach Online Cle - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 66.75	Jakes And Jakes Saloon - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 172.10	Jersey Mikes Online Orde - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 325.00	Juli Pierce Law Pllc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 52.28	Kelley Connect - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 50.84	Kelley Connect - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 42.35	Kelley Connect - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 130.00	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 149.97	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 119.97	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 32.82	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 43.55	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 214.96	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 30.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 51.72	Kings Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	General	$ 359.00	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 123.00	Last Chance Pub - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 7.10	Lil' Market Groceri - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 12.12	Lockwood Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 295.42	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 162.50	Lundvall Law Office - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 170.50	Matthews International C - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 367.90	Matthews International C - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 179.00	Meadow Green Sales - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 58.00	Meadow Green Sales - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 313.50	Meadow Green Sales - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 285.00	Mens Wearhouse #1801 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 1,876.84	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 271.85	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 146.73	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 938.49	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 417.92	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 102.61	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 12.67	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 300.00	Montana Society Of Certif - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 70.00	Nchec - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 177.40	Northern Hotel - Berni - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 937.00	Northland Automotive - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 2,160.00	Oakstone - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 283.86	Office Depot #1080 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 507.96	Office Depot #1080 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 204.57	Office Depot #1080 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 20.99	Office Depot #1080 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 583.19	Office Depot #1080 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 93.69	Office Depot #2135 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 90.00	Pepsicola Bottling Compan - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 13.73	Perkins Restaurant 3696 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 29.99	Pound Fitness - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 2.99	Remarkable - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	General	$ 155.13	Sams Club #4805 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 59.91	Samsclub #4805 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 33.24	Samsclub.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 15.00	Samsclub.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 62.97	Shipton'S Big R East - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 21.99	Shipton'S Big R East - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 227.96	Shipton'S Big R West - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 275.00	Signsetc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 92.94	Sp Super Exer Band - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 92.94	Sp Super Exer Band - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 9.99	Spotify - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 39.20	Sq *Bighorn Boots And Wor - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 91.76	Sq *Off Main Deli And Bak - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 43.12	Sq *Rock Creek Coffee Roa - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 112.45	Stellas Kitchen & Bakery - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 39.97	Target 00013334 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 120.91	Target 00013334 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 40.00	Tedxbillings.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 20.00	Textmagic.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 50.00	Textmagic.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 114.66	The Webstaurant Store Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 1,916.25	Thomson West*Tcd - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 18.95	Tire Rama 101 Bc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 25.50	Tire Rama 101 Bc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 242.00	Total Rental Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 184.00	Tst* Walkers Grill - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 27.00	Uberbrew - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 205.85	Ultra Graphics, Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 48.55	Usps Po 2907800103 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 850.00	Varidesk* 1800 207 2587 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 636.27	Vistaprint - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 18.10	Wal-Mart #2923 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 7.40	Wal-Mart #2923 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 37.00	Wal-Mart #2923 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	General	$ 29.16	Walmart.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 286.99	Walmart.Com 8009666546 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 12.00	Western Office Equipment - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 100.00	Wheniwork.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 29.03	Wheniwork.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 65.66	Wm Supercenter #1956 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 175.69	Wm Supercenter #1956 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 99.00	Wm Supercenter #2923 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 870.00	Zeecreativeinc - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 2,122.96	Zoom.Us 888-799-9666 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 16.59	Zoom.Us 888-799-9666 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 16.59	Zoom.Us 888-799-9666 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 58.09	Zoom.Us 888-799-9666 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 108.86	Zoom.Us 888-799-9666 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 47.97	Zoom.Us 888-799-9666 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 16.59	Zoom.Us 888-799-9666 - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 72.39	Zumba Fitness - PCard
06/05/2023	ACH	U.S. Bank PCards	General	$ 35.00	Zumbini - PCard
06/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 34.50	4Te*Alarm Services - PCard
06/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 19.98	Amazon.Com*Hf2Nw9Ji1 - PCard
06/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 39.99	Amazon.Com*Hm5Z61B51 - PCard
06/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 81.98	Amazon.Com*Xr4Fn3Vp3 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 127.96	Amzn Mktp Us*Hv3B77Kr2 Am - PCard
06/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 2,309.00	Digicert Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 484.00	Digicert Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 208.89	Idu*Insight Public Sec - PCard
06/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 127.68	Insight Public Sector - PCard
06/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 125.00	Isc2 - PCard
06/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 132.69	Wasabi Technologies - PCard
06/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 1,391.00	Zoho Corporation - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 354.80	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 30.64	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 323.97	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 250.98	4Te*Alarm Services - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Library	$ 87.50	4Te*Alarm Services - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 239.88	Adobe Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 101.00	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 18.31	Amazon.Com*6C9Gw74G3 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 12.89	Amazon.Com*6M90X18T3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 9.99	Amazon.Com*A673G0Qm3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 18.95	Amazon.Com*Fa65G2Ee3 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 69.67	Amazon.Com*Hf1Vj9A31 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 8.20	Amazon.Com*Hf7Wn3Kj2 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 14.35	Amazon.Com*Hm1Uh2Aq0 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 9.89	Amazon.Com*Hm5W75Ah3 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 64.94	Amazon.Com*Hu7Vj52T3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 50.98	Amazon.Com*Ic1Va8Cu3 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 10.99	Amazon.Com*If5Bi3Kp3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 69.89	Amazon.Com*Jj68I4Ek3 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 16.99	Amazon.Com*Jq53W71S3 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 7.95	Amazon.Com*Ln3Eu1Fo3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 19.99	Amazon.Com*M82Mi8T33 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 19.99	Amazon.Com*N171B1Sw3 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 13.99	Amazon.Com*O668R3Df3 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 9.99	Amazon.Com*Rk2Ii5Ak3 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 16.00	Amazon.Com*Sw9Q64Xw3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 15.74	Amazon.Com*U74A34Nl3 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 17.00	Amazon.Com*Ue6G837E3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 15.69	Amazon.Com*Up6O86G43 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 440.00	Amer Lib Assoc-Career - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 260.00	Amer Lib Assoc-Career - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 165.90	American Library Assoc - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 93.00	Amerlibassoc Ecommerce - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 2.08	Amerlibassoc Ecommerce - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ (59.99)	Amzn Mktp Us - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ (10.97)	Amzn Mktp Us - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 79.90	Amzn Mktp Us*1N2Vr2Yv3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 40.22	Amzn Mktp Us*2E6Tw2Uh3 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Library	$ 19.98	Amzn Mktp Us*2L0Vw6I33 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 13.33	Amzn Mktp Us*321Uo4K63 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 27.99	Amzn Mktp Us*418Q09Zl3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 26.78	Amzn Mktp Us*825O81993 Am - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 200.47	Amzn Mktp Us*8G3Up4Dl3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 47.06	Amzn Mktp Us*9V6S76Ab3 Am - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 16.98	Amzn Mktp Us*Aq6Qw9H63 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 22.16	Amzn Mktp Us*E10Hn12U3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 24.99	Amzn Mktp Us*Em4B976L3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 21.95	Amzn Mktp Us*Eu9Xg9Kn3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 13.98	Amzn Mktp Us*Gn9Oy2Jz3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 18.71	Amzn Mktp Us*Hf2Fg2Sj2 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 9.47	Amzn Mktp Us*Hf2Zl46I1 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 32.97	Amzn Mktp Us*Hf3Bn8Cx0 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 129.96	Amzn Mktp Us*Hf7No0W81 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 279.61	Amzn Mktp Us*Hf7Qj8Ni2 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 21.12	Amzn Mktp Us*Hf8Kk9H00 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 83.70	Amzn Mktp Us*Hf9R375Y0 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 143.91	Amzn Mktp Us*Hm1Ld25D1 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 201.97	Amzn Mktp Us*Hm2Ux2Po1 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 10.79	Amzn Mktp Us*Hm45G74W1 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 106.20	Amzn Mktp Us*Hm4An8Hj2 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 7.59	Amzn Mktp Us*Hm5Mx8Gs2 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 50.87	Amzn Mktp Us*Hm5Mx8Gs2 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 101.88	Amzn Mktp Us*Hr6Fx5P43 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 88.00	Amzn Mktp Us*Hv3Te7741 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 132.15	Amzn Mktp Us*Hv4Bm98D2 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 10.97	Amzn Mktp Us*Hv74N1Q32 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 40.49	Amzn Mktp Us*Hv9Yr0Ql1 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 23.23	Amzn Mktp Us*I66Lq8F93 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 5.99	Amzn Mktp Us*Ib6Li2R53 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 149.51	Amzn Mktp Us*Mf7Fs1Ec3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 204.71	Amzn Mktp Us*Mf7Fs1Ec3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 25.08	Amzn Mktp Us*Nn2Kd1Im3 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Library	$ 171.77	Amzn Mktp Us*Nq6Zk9U03 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 65.98	Amzn Mktp Us*Os4Bk9Kc3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 215.85	Amzn Mktp Us*P18Ml9O13 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 91.98	Amzn Mktp Us*Q062C67M3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 89.89	Amzn Mktp Us*Qc1Lw7Qc3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 115.92	Amzn Mktp Us*Qx5R95Gb3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 67.94	Amzn Mktp Us*Rz1554Zr3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 14.38	Amzn Mktp Us*Uf6498Zw3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 16.00	Amzn Mktp Us*Uk1C15S63 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 49.99	Amzn Mktp Us*Vs88X5Pf3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 18.43	Amzn Mktp Us*X10Qr1Tw3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 116.00	Amzn Mktp Us*Yw01L2Yr3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 1,000.00	Barnes & Noble #2765 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 250.00	Barnes & Noble #2765 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 125.00	Barnes & Noble #2765 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 22.49	Barnes&Noble Papersource - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 18.00	Batteries+Bulbs #0253 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 229.98	Bestbuycom806763631557 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 28.99	Billings Hardware & Servi - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 847.28	Brodart Supplies - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 33.69	Brodart Supplies - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 237.00	Brodart Supplies - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 36.00	Brodart Supplies - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 19.99	Cab Store Billings, Mt - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 11.97	Facebk B6Rxjq3Rq2 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 50.00	Facebk Qu9Rxpfqq2 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 49.64	Friendly'S - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 14.99	Gamestop - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 179.97	Gamestop #1095 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 2.00	Gan*1094Grfalltribcirc - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 34.00	Gan*Usatodaycirc - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 246.94	Gih*Globalindustrialeq - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 194.44	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 705.36	Hampton Inns - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Library	$ 159.80	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 34.81	Holiday Stations 0087 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 37.80	Holiday Stations 0087 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 971.25	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 123.93	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 180.17	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 21.53	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 47.97	Krispy Kreme #0582 Olo - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 9.99	Microsoft*Console 1 Month - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 51.50	Nfgbillings Trailnet - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 40.00	Ntl Cntr For Safety - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 182.87	Otc Brands Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 57.97	Otc Brands Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 25.44	Otc Brands Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 26.50	Otc Brands Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 15.32	Otc Brands Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 438.60	Otc Brands Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 243.50	Paypal *Gkoled - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 136.72	Sams Club #4805 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 54.96	Snapmaker Hk Limited - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 366.14	Sq *Buffalo Chips Indian - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 50.00	Sq *Montana Audubon - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 15.00	Sq *This House Of B - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 415.00	Summit Fire & Security - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 468.00	Surveymonk* T 44224344 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 5.00	Techsoup - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 2.24	The Daily Interlake - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 9.38	Thrift Books Global, Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 9.99	Town & Country Food - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 97.82	Tst* Spitz Restaurant Gro - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 25.00	Ulta #691 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 314.12	University Products In - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 642.56	Vernon Library Supplies - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Library	$ 490.98	Vistaprint - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 125.88	Wal-Mart #1956 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 129.70	Walmart.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 108.00	Walmart.Com 8009666546 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 36.13	Wm Supercenter #2923 - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 406.96	Www.Mplc.Org - PCard
06/05/2023	ACH	U.S. Bank PCards	Library	$ 400.00	Zeecreativeinc - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 238.54	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 582.00	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 199.98	Amazon.Com*Z71Px8Fj3 - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 37.98	Amzn Mktp Us*Hf71V5Qw2 - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 89.79	Amzn Mktp Us*Hm1339Hd1 - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 192.38	Amzn Mktp Us*Nr4357Q03 - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 31.12	Amzn Mktp Us*Sl1M362V3 - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 19.99	Billingsgazettethriftynck - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 61.00	Bin 119 - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 9.38	Conoco - Conomart Iv - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 367.22	Econo Print - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 50.00	Facebk Un3Cemfv42 - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 78.59	Government Finance Offic - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 81.40	Lisa'S Sandwich Den - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 22.40	Stellas Kitchen & Bakery - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 189.75	Wilcoxson S Ice Cream - PCard
06/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 16.59	Zoom.Us 888-799-9666 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 118.38	A & I Distributors - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 203.40	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 522.10	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 140.91	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 458.76	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 249.99	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 23.96	Albertsons #0630 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 20.96	Albertsons #0630 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 44.94	Albertsons #4041 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 65.76	Am Leonard - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 65.76	Am Leonard - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 22.07	Amazon.Com*8X4Wq6Io3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ (34.99)	Amzn Mktp Us - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 54.11	Amzn Mktp Us*6A4Ba7Do3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 19.99	Amzn Mktp Us*Hf4Sk9L62 Am - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 19.99	Amzn Mktp Us*Hf9U13590 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 175.33	Archie Cochrane Ford - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 178.76	Big Sky Irrigation Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 178.05	Big Sky Irrigation Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 10.80	Big Sky Irrigation Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 138.00	Billings - Tacoma Screw P - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 165.60	Billings - Tacoma Screw P - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 12.00	Billings - Tacoma Screw P - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 29.53	Billings - Tacoma Screw P - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 2.74	Billings - Tacoma Screw P - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 13.61	C & B Operations Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 25.90	Casey'S Corner #10 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 101.35	Costco Whse #0069 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 83.57	Ditch Witch West - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 150.00	Dri*Rainbird Dgtal Svc - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 600.00	Dri*Rainbird Dgtal Svc - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 2,250.00	Dri*Rainbird Dgtal Svc - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 1,800.00	Dri*Rainbird Dgtal Svc - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 41.70	Dt *Duluth Trading Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 27.86	Ebay O*20-10020-31345 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 25.55	Evergreen Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 14.92	Evergreen Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 41.36	Evergreen Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 276.87	Ferguson Ent #1342 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 222.30	Ferguson Ent #1342 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 120.00	Garden Avenue Greenhous - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 88.00	Garden Avenue Greenhous - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 108.00	Garden Avenue Greenhous - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 93.50	Garden Avenue Greenhous - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 83.25	Garden Avenue Greenhous - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 27.40	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 495.00	Grant Writing Usa - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 111.81	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 329.45	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 82.97	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 148.54	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 29.95	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 99.31	Harvest Tech-Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 3.19	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 11.96	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 63.96	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 16.98	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 19.99	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 229.38	Hose And Rubber Supply Bi - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 287.92	In *Canyon Creek Nursery - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 531.88	In *Canyon Creek Nursery - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 109.95	Interstate Battery Of The - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 33.46	Istate Truck Center - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 37.50	Jares Fence Company Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 400.00	Jares Fence Company Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 814.00	Jimmy Johns - 3082 - Ecom - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 191.09	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 28.52	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 17.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 51.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 32.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 11.57	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 44.60	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 205.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 22.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 53.91	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 8.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 53.98	Kings Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 129.00	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 29.67	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 299.00	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 23.34	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 16.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 44.95	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 64.97	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 100.00	Lisacs Billingstire Sp - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 7.98	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 210.82	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ (37.48)	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 31.26	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 41.38	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 75.20	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 25.19	Mfcp Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 189.00	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 869.00	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 13.12	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 135.80	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 169.85	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 57.75	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 60.99	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 20.58	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 144.31	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 61.14	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 390.84	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 38.76	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 280.38	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 217.92	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 147.71	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 212.51	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 246.50	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 1,293.12	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 80.13	Midland Implement Co - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 171.99	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 254.22	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 13.37	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 25.43	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 828.50	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 201.00	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 420.00	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 553.34	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 139.61	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 487.76	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 64.58	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 75.13	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 109.98	North 40 Outfitters Wgf - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 267.77	Northwest Pipe Fittings - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 169.86	Northwest Pipe Fittings - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 1,189.09	Northwest Pipe Fittings - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 349.72	Northwest Pipe Fittings - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 22.39	Office Depot #1079 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 20.21	O'Reilly Auto Parts 1751 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 9.40	Pacific Steel Branch #02 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 800.00	Reddi Electric - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 49.83	Rei #198 Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 209.93	Scheels Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 25.44	Selbys - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 235.96	Sherwin Williams 703203 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 280.40	Sherwin Williams 703203 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 39.98	Shipton'S Big R West - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 239.99	Shipton'S Big R West - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 99.99	Shipton'S Big R West - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 42.00	Snappyduds - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 79.99	Spectrum - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 130.00	Sports Turf Managers - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 95.90	Sq *Roots Garden Center - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 11.64	Sq *Sealital, Inc. - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 105.00	St Vincent Occ Health - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 4.60	Target 00013334 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 498.75	Tents For Events And More - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 23.70	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 135.95	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 13.40	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 11.63	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 41.88	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 59.98	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 262.00	Tire Rama 105 It - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 132.87	Tire Rama 105 It - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 25.00	Tire Rama 105 It - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 51.50	Tire Rama 105 It - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 25.00	Tire Rama 105 It - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 736.23	Vermeer Mountain West, In - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 80.99	Vistaprint - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 29.50	West End Lock And Secur - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 30.00	West End Lock And Secur - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 11.87	Wm Supercenter #1956 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 38.14	Wm Supercenter #2923 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 19.00	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 34.98	Zoom.Us 888-799-9666 - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Donate	$ 150.00	Dri*Rainbird Dgtal Svc - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Prgrms	$ 249.00	International Bronze Plaq - PCard
06/05/2023	ACH	U.S. Bank PCards	Park Prgrms	$ 531.75	The Good Earth Works Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 209.03	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 22.99	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 11.79	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 168.98	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 380.00	Ace Electric - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 105.00	Air Controls-Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 39.00	Amazon.Com*Hf5Be7L70 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 159.56	Amazon.Com*Hv8J77Y30 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 204.17	Billings Hardware & Servi - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 2.22	Carquest 3103 - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 2.22	Carquest 3103 - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 2.20	Carquest 3103 - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 3.95	Costco Whse #0069 - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 131.00	Creative Monograms Smb - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 241.00	Creative Monograms Smb - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 108.00	Dpt Client Pmts - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 134.32	Garden Avenue Greenhous - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 134.34	Garden Avenue Greenhous - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 31.67	Garden Avenue Greenhous - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 134.34	Garden Avenue Greenhous - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 31.67	Garden Avenue Greenhous - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 31.66	Garden Avenue Greenhous - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 68.12	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 21.53	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 50.00	Hanser Salvage Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 74.61	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 38.79	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 74.61	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 38.79	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 74.59	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 38.78	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 23.38	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 15.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 9.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 6.74	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 169.00	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 53.28	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 98.93	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 27.30	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 46.46	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 31.96	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 53.28	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 98.93	Lowes #00319* - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 27.30	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 46.46	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 53.28	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 98.92	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 27.28	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 46.46	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 122.99	Office Depot #2135 - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 33.50	Overhead Door-S Mont - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 12.50	Spic And Span - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 10.00	Spic And Span - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 12.50	Spic And Span - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 10.00	Spic And Span - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 12.50	Spic And Span - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 10.00	Spic And Span - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 110.00	Sq *Skyline Services, Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 140.00	Sq *Skyline Services, Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 13.27	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 42.60	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 13.27	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 42.61	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 42.61	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 13.27	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Parking	$ 14.50	West End Lock And Secur - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 300.00	Dri*Rainbird Dgtal Svc - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 150.00	Dri*Rainbird Dgtal Svc - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 176.00	Garden Avenue Greenhous - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 187.00	Garden Avenue Greenhous - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 380.00	Headwater Companies Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 289.00	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 289.00	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 145.25	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 7.93	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 157.86	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 19.44	Midland Implement Co - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 3.15	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 58.25	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 196.39	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 35.23	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 132.93	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 643.67	Northwest Pipe Fittings - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 43.03	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 19.45	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 40.36	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 409.58	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 20.24	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 239.00	Ztl*Zee Creative - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 177.79	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 93.64	Allianz Travel Ins - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 68.26	Amzn Mktp Us*Hm1129Zr0 - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 56.17	Amzn Mktp Us*Hm13W5Eh0 - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 4.10	Budget Rent A Car - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 1,387.20	Delta Air 0062109398940 - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 468.20	Delta Air 0067932798631 - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 468.20	Delta Air 0067932798632 - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 40.00	National Association Of S - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 600.00	National Association Of S - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 550.00	National Association Of S - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 550.00	National Association Of S - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 2,977.60	Penlink, Ltd - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 254.99	Sheraton - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 13.73	Travelocity*7255883827 - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 756.40	United 0167930860834 - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 756.40	United 0167930860835 - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 318.20	United 0167932798633 - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ 318.20	United 0167932798634 - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ (18.00)	United 0169835913637 - PCard
06/05/2023	ACH	U.S. Bank PCards	PD Program	$ (17.00)	United 0169835913638 - PCard
06/05/2023	ACH	U.S. Bank PCards	Phone System	$ 17.99	Amzn Mktp Us*Hv6Oq4Kv2 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Phone System	$ 9.45	Edge Construction Supp - PCard
06/05/2023	ACH	U.S. Bank PCards	Phone System	$ 80.12	Graybar Electric - PCard
06/05/2023	ACH	U.S. Bank PCards	Phone System	$ 29.98	Sq *Pc&C - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 358.12	Allegra - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 7.33	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ (28.65)	Amazon.Com Amzn.Com/Bill - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 92.50	American Water Technol - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ (46.99)	Amzn Mktp Us Amzn.Com/Bil - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 47.38	Amzn Mktp Us*Hf4Qr8S30 - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 34.95	Amzn Mktp Us*Hv8Dm9S62 - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 216.41	Dd Doordash Topzsandw - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 523.25	Kelley Connect - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 76.18	Kelley Connect - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 962.40	Kelley Connect - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 664.29	Lowen Corporation - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 7.80	Ls The Bike Shop - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 124.54	Pizza Hut #1714 - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 15.00	Samsclub.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 33.24	Samsclub.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 50.00	Sq *Native American - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 29.46	Target 00001719 - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 129.00	Venngage.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Planning	$ 16.59	Zoom.Us 888-799-9666 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,457.38	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 2,495.36	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.52	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 326.10	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 42.78	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 538.65	4Te*Alarm Services - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,149.90	Action Targets - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 132.50	Admiral Flag Poles Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 239.88	Adobe *Ps Creative Cl - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,239.57	Airbnb Hm53Pjm4Wd - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 19.62	Albertsons #1227 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.97	Albertsons #1227 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 11.98	Albertsons #4025 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 55.37	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 28.74	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.35	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 27.10	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 285.98	Amazon.Com*C00Bg5V43 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 27.20	Amazon.Com*Fx2Db0Vn3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 178.00	Amazon.Com*Hm3Mz8C91 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 91.20	Amazon.Com*Hv2Q189D0 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 79.98	Amzn Mktp Us*4U8Pp3T63 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 11.90	Amzn Mktp Us*Ft1Il8Mf3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 246.98	Amzn Mktp Us*Hf0Kh92S2 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 271.20	Amzn Mktp Us*Hf15P2Ma2 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 25.98	Amzn Mktp Us*Hf22K2Vq2 Am - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 30.58	Amzn Mktp Us*Hf6Ux7Tw1 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 75.52	Amzn Mktp Us*Hf70P9Fk0 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 49.99	Amzn Mktp Us*Hf8Ey0Jz0 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 74.82	Amzn Mktp Us*Hf8Mv5630 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 98.95	Amzn Mktp Us*Hv6T47Rv0 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 33.08	Amzn Mktp Us*Hv7Hd3Dk1 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 92.97	Amzn Mktp Us*I43H93W33 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 22.94	Amzn Mktp Us*Ls7Dz8Ew3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 11.98	Amzn Mktp Us*Po5Tv5903 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 115.42	Animal Care Equipment & - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 59.00	Apco International Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 377.81	B&H Photo 800-606-6969 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 134.94	B&H Photo 800-606-6969 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 564.30	B&H Photo 800-606-6969 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 414.48	B&H Photo 800-606-6969 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 634.65	B&H Photo 800-606-6969 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 165.00	B&H Photo 800-606-6969 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,087.20	Balco Uniform Co Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 61.68	Bargreen Ellingson 1 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 126.85	Barnes & Noble #2765 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 460.00	Big Sky Communications 1 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 104.00	Big Sky Linen & Uniform - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 423.00	Billings Ink And Toner, I - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.99	Billingsgazettethriftynck - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 69.98	Cab Store Billings, Mt - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 16.99	Carquest 3103 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 35.00	City Of Billings Planning - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 155.00	Civil Air Patrol Magazine - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 528.09	Cmi Inc Moto - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 53.79	Conoco - Big Sky Trvl Sho - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 50.75	Conoco - Big Sky Trvl Sho - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 109.00	Conoco - Rocker 1 1354 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 13.87	Corporate Translate - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 119.53	Costco Whse #0069 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 64.99	Costco Whse #0069 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 40.47	Costco Whse #0069 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 103.60	Costco Whse #0069 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 10.49	Costco Whse #0069 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 304.00	Creative Monograms Smb - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 987.73	Crye Precision Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,066.62	Crye Precision Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 649.40	Curtis - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 358.40	Delta Air 0062108625518 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 134.00	Eagleprintingbusforms - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 62.00	Eagleprintingbusforms - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 97.85	Efx*Infoservices - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 8.99	Evergreen Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 49.47	Evergreen Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 43.90	Firepenny - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,399.00	Force Science Institut - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 100.00	Fsp*Masterlube 2-Downtown - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 2,875.00	Global Assets Integrated - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 2,875.00	Global Assets Integrated - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 70.92	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 139.95	Grammarly Co6L5Peby - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 2,100.00	Hanser Wrecker Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 750.00	Hanser Wrecker Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 2,350.00	Hanser Wrecker Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 32.31	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 393.41	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 83.55	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 286.91	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 265.03	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 167.34	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 51.75	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 241.22	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 198.17	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 165.78	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 39.99	Harbor Freight Tools 207 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 669.80	Hilton Hotels - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 669.80	Hilton Hotels - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 6.41	Hose And Rubber Supply Ra - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 33.86	Hose And Rubber Supply Ra - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 74.99	Hulu 877-8244858 Ca - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,225.00	Iacp - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 91.80	Idu*Insight Public Sec - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,624.00	In *Fileonq - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 61.00	In *Fileonq - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 495.00	In *Gps Commercial Cleani - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 495.00	In *Gps Commercial Cleani - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 495.00	In *Gps Commercial Cleani - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 495.00	In *Gps Commercial Cleani - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 495.00	In *Gps Commercial Cleani - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 200.00	In *Pacific Northwest Div - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 13.00	In *Universal Awards - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 954.00	In *Universal Awards - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 125.00	In *Universal Awards - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 52.00	In *Universal Awards - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 6.50	In *Universal Awards - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 104.00	In *Universal Awards - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 875.00	Ipmba - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Ipmba - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 71.71	Iron Mountain - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 170.20	Jimmy Johns - 1646 - E - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 100.00	Jimmy Johns - 2080 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 503.49	Johnson Hlth Tech-Crp - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 147.16	Kb Commercial Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 19.04	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 28.40	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 3.79	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 3,003.00	Lexisnexis Epic - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 15.96	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 296.46	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 172.80	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 136.84	Midwayusa Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 91.00	Montana Brewing Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 2,016.73	Moore Lane Vh - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 3.36	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 31.49	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 55.00	National Academies Of Eme - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 175.00	Nfpa Natl Fire Protect - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 125.00	Nfpa Natl Fire Protect - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 50.00	North American Police Wor - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 50.00	North American Police Wor - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 50.00	North American Police Wor - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 360.26	Nugget Hotel - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 360.26	Nugget Hotel - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ (117.77)	Nugget Hotel - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ (117.77)	Nugget Hotel - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 181.63	Nyny - Adv Dep - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 313.39	Nyny - Adv Dep - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 24.58	Office Depot #1080 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 30.99	Office Depot #1080 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 39.99	Office Depot #450 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 36.53	Pacific Steel Branch #02 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 682.92	Parttarget Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 80.00	Paypal *Combat Swag - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 92.98	Petsmart # 0393 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 112.99	Primary Arms - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 465.00	Priority Dispatch Corp - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 7,055.00	Pro Gym Supply - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 34.00	Py *Mosaic Threads, Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 507.36	Residence Inn - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 507.36	Residence Inn - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 507.36	Residence Inn - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 507.36	Residence Inn - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 29.96	Samsclub.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 21.96	Samsclub.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 375.00	Scheels Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 401.94	Southwest Valve Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 166.19	Sp Hoodman Corporati - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 30.00	Sp Tac Gear Junkie - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 40.49	Sp U.S. Elite - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 285.92	Spectrum - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,486.48	Springhill Suites - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 321.52	Springhill Suites - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 485.00	Sq *Avery Electric - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,697.80	Sq *Remington Family Dent - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 129.98	Sud Factory - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 39.98	Target 00001719 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 13.99	Target 00013334 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 13.57	Target 00013334 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 92.70	The Billings Depot - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 116.48	The Double Tree - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 14.43	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 64.97	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 14.44	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 272.84	The Home Depot 3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 722.30	The Home Depot 3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 52.86	The Ups Store 2594 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,131.85	Thestudio - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 111.18	Three Forks #1381 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 124.00	Tlo Transunion - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 53.85	Tst* City Brew Coffee - C - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 35.00	United 0169847992049 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 30.16	Ups*Billing Center - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 684.64	Ups*Billing Center - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 38.43	Ups*Billing Center - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 42.98	Ups*Billing Center - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 339.19	Ups*Billing Center - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 44.98	Walgreens #12155 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 65.51	Wal-Mart #1956 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 13.56	Wal-Mart #2923 - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 134.17	Www.Brownellsinc.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 97.00	Www.Volgistics.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 69.68	Yellowstone County Treas - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 23.23	Yellowstone County Treas - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 86.40	Yellowstone Ice And Water - PCard
06/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 94.35	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 3.65	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 165.55	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 20.59	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 107.58	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 17.60	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 42.27	Albertsons #0038 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 550.09	Alsco Inc. - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 327.29	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 324.14	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 321.40	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 512.45	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 379.48	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 188.82	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 186.52	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 186.52	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 179.64	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 179.64	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 245.16	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 7.98	Amzn Mktp Us*7W1Xc5Aa3 Am - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 12.74	Amzn Mktp Us*Hf2Bg2Mw0 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 191.98	Amzn Mktp Us*Hf9Wr3G91 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 121.21	Billings - Tacoma Screw P - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 963.00	Billings Ink And Toner, I - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 134.58	Bloedorn Lumber Co- Bi - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 225.85	Cintas Corp - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 124.84	Cintas Corp - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 143.95	Cintas Corp - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 224.42	Cintas Corp - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 9.75	City Of Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 5.00	Co Billings Park3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 5.00	Co Billings Park3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 2,294.87	Courtyard By Marriottt - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 30.00	Delta Air Baggage Fee - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 1,401.98	Fastenal Company 01Mtbll - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 67.54	Fastenal Company 01Mtbll - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 112.97	Fastenal Company 01Mtbll - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 182.76	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 92.58	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 239.50	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 251.42	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 34.99	Harbor Freight Tools 207 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 29.97	Harbor Freight Tools 207 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 74.97	Harbor Freight Tools 207 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 349.99	Hose And Rubber Supply Bi - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 209.09	Hose And Rubber Supply Bi - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 900.00	In *Action Pest Control - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 51.00	Interstate Battery Of The - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 460.00	Jarrett'S Stereos - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 24.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 15.96	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 19.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 14.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 33.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 15.96	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 105.96	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 890.97	Lawson Products - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 82.50	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 29.94	Lyft *Ride Sun 8Pm - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 20.99	Lyft *Ride Thu 10Am - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 16.43	Montana Fence - Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 1,499.00	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 34.99	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 10.39	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 162.31	Norco Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 45.44	Norco Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 1,140.00	Pacific Steel Branch #02 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 86.78	Pacific Steel Branch #02 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 104.00	Ratco Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 96.00	Ratco Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 173.00	Ratco Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 73.03	Sams Club#4805 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 28.76	Sams Club#4805 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 12.24	Sherwin Williams 703203 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 197.73	Sherwin Williams 703203 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 47.97	Shipton'S Big R West - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 149.00	Six Robblees No 6 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 49.00	Solid Waste Associa - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 290.00	Solid Waste Associa - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 14.43	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 226.05	The Home Depot 3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 249.99	Tractor-Supply-Co #0303 - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 230.48	Amazon.Com*J88Jo7483 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 544.24	Amzn Mktp Us*Iv5Gs17L3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 33.85	Awg 3575 - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 264.96	Billings - Tacoma Screw P - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 224.25	Billings Construction Sup - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 13.46	Bloedorn Lumber Co- Bi - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 438.60	Croell- Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 145.36	Domino'S 7138 - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 17.86	Edge Construction Supp - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 34.73	Evergreen Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 41.94	Evergreen Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 51.28	Evergreen Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 64.53	Fastenal Company 01Mtbll - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 480.63	Fastenal Company 01Mtbll - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 81.79	Fei, Inc. - Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 35.91	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 24.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 62.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 49.95	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 13.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 29.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 59.45	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 69.03	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 36.32	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 36.96	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 37.46	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 529.00	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 32.50	Macon Supply Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 255.00	Midway Rental-Laurel - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 335.00	Nutrien Ag Solution 2747 - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 23.99	Office Depot #450 - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 150.00	Ratco Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 159.96	Rdoce Bil 020112 - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 87.84	Samsclub #4805 - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 14.43	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 212.00	The Home Depot 3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 499.57	The Home Depot 3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 239.00	The Home Depot 3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 835.12	Trafficsafetystore.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 139.00	Tvetene Turf Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 270.00	West End Lock And Secur - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 17.54	Wm Supercenter #1956 - PCard
06/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 157.06	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 19.99	0725 Ced - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 9.65	0725 Ced - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 36.63	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 192.56	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 373.25	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 40.18	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 3.90	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 441.09	Aaim - Services - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 54.99	Adobe *Creative Cloud - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 72.40	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 325.78	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 167.04	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 73.64	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 154.62	Amazon.Com*Hv8Er3Yh0 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 45.89	Amazon.Com*L55B54St3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 26.71	Amazon.Com*Wm2Yw8V53 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ (69.95)	Amzn Mktp Us - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 15.00	Amzn Mktp Us*4P27M9Sq3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 64.99	Amzn Mktp Us*H78T08233 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 69.95	Amzn Mktp Us*Hv9Q97Dg1 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 379.99	Amzn Mktp Us*Zy3Nx4K13 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 118.49	Awg 3575 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 42.10	Awg 3575 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 17.81	Billings - Tacoma Screw P - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 365.00	Billings Carpet Water - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 30.39	Conoco - Bairs Truckstop - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 32.97	Deano'S Reserve - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 16.05	Ebay O*10-10035-13950 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 168.23	Ebay O*19-10008-75956 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 127.71	Edge Construction Supp - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 132.00	Edge Construction Supp - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 25.00	Facebk 5Jr3Pmb482 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 675.00	Hanser Wrecker Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 675.00	Hanser Wrecker Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 675.00	Hanser Wrecker Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 675.00	Hanser Wrecker Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 675.00	Hanser Wrecker Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 10.00	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 116.48	Hilton Garden Inn - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 349.44	Hilton Garden Inn - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 232.96	Hilton Garden Inn - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 800.46	Hyatt Regency Minneapoli - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 160.09	Hyatt Regency Minneapoli - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 640.37	Hyatt Regency Minneapoli - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 300.00	In *Cotter'S Sewer, Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 220.00	In *Yellowstone County On - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 17.95	Industrial Bolt & Supply - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 345.87	It Straps On Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 236.68	It Straps On Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 92.50	It Straps On Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 40.11	It Straps On Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 30.36	It Straps On Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 4,070.00	Kiene Diesel Accessories - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 545.00	Kiene Diesel Accessories - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 39.50	Kimball Midwest Payeezy - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 29.00	Kimball Midwest Payeezy - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 29.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 15.96	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 11.97	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 13.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 40.45	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 96.22	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 28.34	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 30.18	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 44.44	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 335.50	Lp Anderson - Point S, Dt - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 101.00	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 10.82	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 183.97	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 3.64	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 6.57	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 45.73	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 4.90	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 22.29	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 2.16	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 4.22	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 52.68	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 14.74	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 68.70	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 16.27	Napa Store 3547001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 339.00	Napa Store 3547007 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 182.00	Normont Equipment Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 17.43	Normont Equipment Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 454.24	Omni Okc Hotel Ecommerce - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 707.00	Pacific Steel Branch #02 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 75.00	Pacific Steel Branch #02 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 56.64	Sherwin Williams 703203 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 61.74	Sherwin Williams 703203 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 26.99	Shipton'S Big R East - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 75.00	Sq *Tesla'S Cellular Repa - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 308.00	Sq *Transitional Marketin - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 24.95	Tire Rama 101 Bc - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 261.40	Tire Rama 101 Bc - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 15.95	Tire Rama 900 Corporate - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 15.99	Tractor-Supply-Co #0303 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 2,399.99	Tractor-Supply-Co #0303 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 9.49	Tractor-Supply-Co #0303 - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 189.00	Walmart.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Transit	$ 16.59	Zoom.Us 888-799-9666 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 70.31	1 Specialty Distribution - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 168.19	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 230.52	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 174.87	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 49.31	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 45.88	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 90.98	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 15.99	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 86.28	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 79.97	360 Office Solutions Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 5.09	4Te*Alarm Services - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 8.15	4Te*Alarm Services - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 176.00	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 7.07	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 40.00	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 28.99	Ace Hardware Corporation - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 279.16	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 279.16	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 254.01	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 237.63	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 15.99	Amazon.Com*Si0Nj6Cd3 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 380.80	Amzn Mktp Us*402H85V93 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 15.12	Amzn Mktp Us*Db59M3Ib3 Am - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 11.19	Amzn Mktp Us*Hf2F84Pu2 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 196.35	Amzn Mktp Us*Hu8Ic14E2 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 13.94	Amzn Mktp Us*Hv3Ot3Q11 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 33.78	Amzn Mktp Us*Hv5Dt6Ws0 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 36.00	Batteries+Bulbs #0253 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 23.99	Best Buy 00005926 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 307.47	Best Western Hotels Pl - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 189.66	Billings - Tacoma Screw P - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 65.64	Billings - Tacoma Screw P - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 44.65	Billings - Tacoma Screw P - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 1.45	Billings Construction Sup - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 29.44	Billings Construction Sup - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 153.03	Billings Kubota Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 379.37	Budget Rac Salt Lake # - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 52.64	Carent Laboratory Soluti - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 14.70	Carquest 3103 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 3.42	Carquest 3103 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 25.01	Cenex Zip Trip09912940 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 34.56	City Of Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 168.66	City Of Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 53.67	City Of Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 22.18	Conoco - Thriftway 16 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 242.88	Copper King Hotel And Con - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 161.92	Copper King Hotel And Con - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 38.99	Econo Print - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 638.02	Econo Print - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 16.45	Edge Construction Supp - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 114.47	Edge Construction Supp - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 13.92	Edge Construction Supp - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 6.82	Evergreen Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 116.99	Fedex398033519744 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 270.22	Hach Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 84.90	Hanson Chemical - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 401.42	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 51.60	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 8.79	Harbor Freight Tools 207 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 109.52	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 19.93	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 77.97	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 113.04	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 19.50	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 5.89	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 149.00	Homedepot.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 11.55	Hose And Rubber Supply Bi - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 715.76	Ideastage.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 120.02	Idu*Insight Public Sec - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 4.17	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 10.17	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 2.78	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 12.37	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 12.75	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 8.09	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 8.62	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ (3.66)	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 8.34	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 39.96	Lockwood Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 89.49	Lockwood Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 936.00	Lous Gloves - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ (4.85)	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 101.28	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 66.55	Madison Co. / Rdt - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 182.22	Midland Scientific - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 313.94	Midland Scientific - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 344.42	Midland Scientific - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 167.80	Midland Scientific - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 75.87	Midland Scientific - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 505.73	Midland Scientific - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 53.57	Midland Scientific - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 304.79	Midland Scientific - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 478.20	Midland Scientific - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 350.19	Midland Scientific - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 242.57	Midland Scientific - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 317.34	Norco Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 102.40	Northland Automotive - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 451.33	Onlinecomponentscom - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 998.99	Onlinecomponentscom - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 238.94	Purvis Industries 68 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 410.98	Purvis Industries 68 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 660.00	Pzg**Mt Dept Environ Q - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 60.00	Pzg**Mt Dli Ebiz - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 1,011.28	Rsd - Billings#57 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 70.53	Sherwin Williams 703203 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 50.39	Sherwin Williams 703429 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 10.38	Shipton'S Big R East - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 77.95	Shipton'S Big R Heights - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 21.04	Sunoco 8002139001 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 4.68	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 14.90	The Rubber Stamp Shop, - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 271.58	Ultra Graphics, Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 38.05	Usps Po 2907740107 - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 95.88	Walmart.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 1,408.00	Www.Everythingpromo.Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 1,332.43	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 257.09	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 19.00	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 262.75	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 270.25	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 15.28	4Te*Alarm Services - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 80.90	4Te*Alarm Services - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 12.23	4Te*Alarm Services - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 210.79	A And H Turf And Specialt - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Water	$ 32.50	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 25.30	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 397.20	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 483.46	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 311.74	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 60.00	A And H Turf And Specialt - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 29.00	Aaim - Services - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 185.21	Agilent Technologies, - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 307.83	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 381.01	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 356.45	Alsco Inc. - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 10.30	Amazon.Com*Jv5Mm1683 Amzn - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ (79.49)	Amzn Mktp Us - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ (79.99)	Amzn Mktp Us - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 45.11	Amzn Mktp Us*2G3Ts3I13 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 571.20	Amzn Mktp Us*402H85V93 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 16.79	Amzn Mktp Us*Hf2F84Pu2 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 13.95	Amzn Mktp Us*Hv3Ot3Q11 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 79.99	Amzn Mktp Us*On1Op0Vi3 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 205.28	Anixter/Clark/Tri-Ed - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 54.00	Batteries+Bulbs #0253 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 1,099.98	Best Buy 00005926 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 35.99	Best Buy 00005926 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 66.98	Billings - Tacoma Screw P - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 2.18	Billings Construction Sup - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 44.16	Billings Construction Sup - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 278.00	Bloedorn Lumber Co- Bi - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 27.99	Bloedorn Lumber Co- Bi - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 26.78	Carquest 3103 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 5.12	Carquest 3103 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 25.02	Cenex Zip Trip09912940 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 103.68	City Of Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 40.64	City Of Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 134.18	City Of Billings - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Water	$ 80.51	City Of Billings - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 22.18	Conoco - Thriftway 16 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 242.88	Copper King Hotel And Con - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 161.92	Copper King Hotel And Con - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 199.99	Costco Whse #0069 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 244.26	Dkc*Digi Key Corp - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 254.17	Dkc*Digi Key Corp - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 638.02	Econo Print - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 58.49	Econo Print - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 20.87	Edge Construction Supp - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 171.71	Edge Construction Supp - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 24.67	Edge Construction Supp - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 87.95	Evergreen Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 45.43	Evergreen Ace Hardware - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 3,228.29	Exor America - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 146.01	Fastenal Company 01Mtbll - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 1,282.65	Ge Analytical Instrument - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 973.70	Ge Analytical Instrument - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 53.56	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 125.27	Grainger - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 1,240.91	Hach Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 1,248.46	Hach Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 130.59	Hach Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 95.57	Hach Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 27.89	Hach Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 27.89	Hach Company - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 84.90	Hanson Chemical - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 7.98	Harbor Freight Tools 207 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 61.94	Harbor Freight Tools 207 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 13.19	Harbor Freight Tools 207 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 12.99	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 22.17	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 8.84	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 14.99	Heights Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Water	$ (14.99)	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 27.57	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 13.95	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 12.96	Heights Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 149.00	Homedepot.Com - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 49.99	Hose And Rubber Supply Bi - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 17.33	Hose And Rubber Supply Bi - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 233.49	Idexx Distribution Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 130.06	Idexx Distribution Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 179.96	Idu*Insight Public Sec - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 1,320.00	Jares Fence Company Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 142.95	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 72.93	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 37.10	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 38.23	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 104.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 19.99	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ (15.29)	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 6.32	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 31.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 17.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 22.49	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 11.68	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 8.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 308.98	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 12.94	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ (5.48)	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 12.50	Kings Ace Hdwe - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 469.00	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 189.48	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 88.16	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 172.56	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 2,000.00	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 1,899.00	Lowes #00319* - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Water	$ (7.27)	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 151.92	Lowes #00319* - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 95.98	Mcmaster-Carr - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 18.47	Mcmaster-Carr - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 109.11	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 140.83	Midland Implement Co - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 2,127.26	Millipore *Americas - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 163.20	Motion Industries Mt01 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 154.50	Mt Rural Water Sys - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 370.00	Norco Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 153.60	Northland Automotive - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 80.88	Northwest Scientific Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 77.25	Pacific Steel Branch #02 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 82.40	Pacific Steel Branch #02 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 219.34	Perkin Elmer - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 505.00	Perkin Elmer - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 320.66	Perkin Elmer - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 2,210.00	Perkin Elmer - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 118.00	Pollardwater.Com #3325 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 393.00	Pzg**Mt Dept Environ Q - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 649.60	Pzg**Mt Dept Environ Q - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 90.00	Pzg**Mt Dli Ebiz - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 121.80	Sams Club #4805 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 31.86	Sams Club #4805 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 77.58	Samsclub #4805 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 666.46	Sherwin Williams 703203 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 180.98	Sherwin Williams 703203 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 15.58	Shipton'S Big R East - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 591.94	Sigma Aldrich Us - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 130.75	Sq *Bw Blacksmith Coffee - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 50.00	Sq *Cpr Cell Phone Repair - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 35.98	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 61.84	The Home Depot #3101 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 7.02	The Home Depot #3101 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/05/2023	ACH	U.S. Bank PCards	Water	$ 44.70	The Rubber Stamp Shop, - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 169.98	Tractor-Supply-Co #0303 - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 220.00	Tvetene Turf Inc - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 58.50	Uline *Ship Supplies - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 814.74	Ultra Graphics, Llc - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 30.00	West End Lock And Secur - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 72.00	West End Lock And Secur - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 1,434.31	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 28.55	Yellowstone Valley Elect - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 2,085.08	Zero Technologies - PCard
06/05/2023	ACH	U.S. Bank PCards	Water	$ 16.59	Zoom.Us 888-799-9666 - PCard
06/05/2023	862165	Voegele Acquisit	Street/Traffic	$ 3,898.57	spring fertilizer
06/05/2023	862172	Wright Co MT	Wastewater	$ 6,756.75	Wright Weed Spraying Service Agreement WRF.; Payment 1 FINAL
06/05/2023	862175	Ylwstn Electric	Park Dist 1	$ 3,107.84	BCC electric pump repairs - 3992
06/05/2023	862175	Ylwstn Electric	Park Dist 1	$ 677.68	pioneer park electric repairs - 3956
06/05/2023	862176	Ylwstn Val Elec	Solid Waste	$ 3,189.48	Electricity Service. Landfill. 04/01/2023 - 05/01/2023.

City Council Regular

Date:	07/10/2023
Title:	Payment of Claims for week of June 12, 2023
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $3,007,810.85 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

Payment Approval Process

Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.).
Each invoice goes through a multi-step approval process depending upon the amount of the payment.

First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment.

Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached.

If the payment is greater than $1,000, then it must be approved by the Finance Director or designee.
If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator.

Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

- No other alternatives were analyzed

FISCAL EFFECTS

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

Attachments

CouncilMemo wk of 06122023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	ACH	A & I Distributors	Fleet	$ 1,997.05	3929291
06/12/2023	ACH	A & I Distributors	Fleet	$ 1,392.86	3929291
06/12/2023	ACH	A & I Distributors	Fleet	$ 989.45	3929291
06/12/2023	ACH	A & I Distributors	Fleet	$ 562.39	3929291
06/12/2023	ACH	A & I Distributors	Fleet	$ 26.73	3933339
06/12/2023	ACH	A & I Distributors	Fleet	$ 696.43	3933339
06/12/2023	ACH	A & I Distributors	Fleet	$ 1,636.26	3933339
06/12/2023	ACH	A & I Distributors	Fleet	$ 1,636.27	3936946
06/12/2023	ACH	A & I Distributors	Fleet	$ 647.26	3936946
06/12/2023	ACH	A & I Distributors	Fleet	$ 562.39	3936946
06/12/2023	ACH	A & I Distributors	Fleet	$ 696.43	3936946
06/12/2023	ACH	A & I Distributors	Public Safety	$ 31.57	3933339
06/12/2023	ACH	A & I Distributors	Public Safety	$ 31.57	3933339
06/12/2023	ACH	A & I Distributors	Solid Waste	$ 29.33	3933339
06/12/2023	ACH	A & I Distributors	Solid Waste	$ 825.00	330 GAL DEF TOTE. Collections.
06/12/2023	ACH	A & I Distributors	Solid Waste	$ 1,650.00	330 GAL DEF TOTE. Collections.
06/12/2023	ACH	A & I Distributors	Solid Waste	$ 825.00	330 GAL DEF TOTE. Landfill.
06/12/2023	ACH	A & I Distributors	Solid Waste	$ 2,832.50	55 GAL PUR DT 10WT0401T.55 GAL PURUS 15W40. Landfill.
06/12/2023	ACH	A & I Distributors	Solid Waste	$ 45.00	Lever Pump for tire slime. Collections.
06/12/2023	ACH	A & I Distributors	Street/Traffic	$ 31.57	3933339
06/12/2023	862180	A+ Electric Motor	Airport	$ 3,888.08	Invoice #6520693. Cooling Tower Motor
06/12/2023	862182	Advanced Employment	Facilities	$ 514.08	W/E 5/14/2023 Patrick Kittson
06/12/2023	862182	Advanced Employment	Facilities	$ 57.12	W/E 5/14/2023 Patrick Kittson
06/12/2023	862182	Advanced Employment	Solid Waste	$ 364.00	Contract labor for week ending 5/14/2023.
06/12/2023	862182	Advanced Employment	Solid Waste	$ 2,620.80	Contract labor for week ending 5/14/2023.
06/12/2023	862183	Advanced Eng & Enviro	Water	$ 3,617.50	WO 22-20 WTP High Service Pump Station HVAC Upgrades; Payment 6
06/12/2023	862183	Advanced Eng & Enviro	Water	$ 7,711.25	WO 22-20 WTP High Service Pump Station HVAC Upgrades; Payment 7
06/12/2023	862183	Advanced Eng & Enviro	Water	$ 2,549.00	WO 22-50 WTP Pretreatment coagulant optimization
06/12/2023	862185	Alphagraphics	General	$ 3,681.52	Invoice #'s: 272802 & 273017 Municipal Court
06/12/2023	862193	Askin Const	Airport	$ 50,390.73	Mid-Field Service Road Project - Federal Share
06/12/2023	862193	Askin Const	Airport	$ 5,598.97	Mid-Field Service Road Project - Local Share
06/12/2023	862193	Askin Const	SID Const	$ 10,583.68	SID 1419 Charles Street Improvements; Payment 1
06/12/2023	862193	Askin Const	Str Maint	$ 26,334.00	SID 1419 Charles Street Improvements; Payment 1
06/12/2023	862193	Askin Const	Wastewater	$ 8,084.84	SID 1419 Charles Street Improvements; Payment 1

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862193	Askin Const	Water	$ 308.38	Retainage Release Final
06/12/2023	862193	Askin Const	Water	$ 24,297.48	SID 1419 Charles Street Improvements; Payment 1
06/12/2023	862198	Batteries Plus GTM	Public Safety	$ 181.44	SCBA: BATTERIES AA
06/12/2023	862198	Batteries Plus GTM	Street/Traffic	$ 160.00	inv#P62891481batteries for monad crossing
06/12/2023	862198	Batteries Plus GTM	Wastewater	$ 15.50	Batteries for Rehberg LS Generator cabin
06/12/2023	862198	Batteries Plus GTM	Wastewater	$ 2,431.00	WRF main server and Control Room UPS rep
06/12/2023	862199	BEA Transit Tech	Transit	$ 24,800.00	MET Fare Vending Machines
06/12/2023	862205	Blgs Carpet Cleaning	Facilities	$ 2,892.58	Steam pipe leak & odor issue at City Hall
06/12/2023	ACH	Border States Electric	Wastewater	$ 140.09	WRF Electrical supplies
06/12/2023	ACH	Border States Electric	Water	$ 43.65	filter indication lights
06/12/2023	ACH	Border States Electric	Water	$ 67.23	Fish tape to pull wire for filter indica
06/12/2023	ACH	Border States Electric	Water	$ 2,535.57	lights for Filter Gallery Indicators
06/12/2023	ACH	Border States Electric	Water	$ 435.45	Relays for the lights for filter gallery
06/12/2023	ACH	Border States Electric	Water	$ 95.26	Wire for filter indication lights
06/12/2023	ACH	Burns & McDonnell Eng	Water	$ 144,579.31	WO 19-42 West End Water Treatment Plant Project; Payment 34
06/12/2023	862220	Colstrip Electric	Wastewater	$ 24,750.00	Replace 6 Dewatering Well Cabinets at WRF.WWTP; Pmt 1
06/12/2023	862220	Colstrip Electric	Wastewater	$ 26,523.09	Replace 6 Dewatering Well Cabinets at WRF.WWTP; Pmt 2 Final
06/12/2023	862221	Combustion Tech	Transit	$ 2,950.00	Invoice #2023-0280. Fuel Additive
06/12/2023	862221	Combustion Tech	Transit	$ 172.50	Invoice #2023-0280. Shipping for Fuel Additive
06/12/2023	862222	Community Solution	Court Grants	$ 3,250.00	23 May CSI Testing Services
06/12/2023	862222	Community Solution	Court Grants	$ 2,940.00	23 May CSI Testing Services
06/12/2023	862225	Crowley Fleck PLLP	General	$ 6,300.00	May 2023 Lobbyist Contract
06/12/2023	862228	Cummins - Rocky Mt	Solid Waste	$ 310.55	38-80928
06/12/2023	862228	Cummins - Rocky Mt	Solid Waste	$ 65.00	38-80928
06/12/2023	862228	Cummins - Rocky Mt	Solid Waste	$ 176.40	38-81254
06/12/2023	862228	Cummins - Rocky Mt	Solid Waste	$ 675.00	38-81356
06/12/2023	862228	Cummins - Rocky Mt	Solid Waste	$ 2,923.64	38-81356
06/12/2023	862228	Cummins - Rocky Mt	Transit	$ (43.26)	38-81380. AFM Gasket Unit 1819. W/O 2023-2229
06/12/2023	862228	Cummins - Rocky Mt	Transit	$ (72.17)	38-81380. Seal Kit Unit 1819. W/O 2023-2229
06/12/2023	862229	Cushing Terrell	Public Safety	$ 4,508.54	CONSTRUCTION DOCUMENTS
06/12/2023	862231	Dakota Supply Group	Water	$ 8,643.36	3/4" METER LOOPS AKA YOKE - (7433MM33471) P/N: 7433MM33470
06/12/2023	862231	Dakota Supply Group	Water	$ 6,482.52	3/4" METER LOOPS AKA YOKE - (7433MM33471) P/N: 7433MM33470
06/12/2023	862231	Dakota Supply Group	Water	$ 1,684.03	TYLER 5-1/4" HD 12# DROP LID - WATER P/N: 333-120-00020
06/12/2023	862234	Dell Computer	Public Safety	$ 3,131.08	Qty2 Precision 3660 Towers, i7, 16GB RAM, 1TB SSD, Nvidia 4 monitor

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862236	Dick Anderson Const	Stillwater Const	$ 636,792.84	Pay App. 3400-5
06/12/2023	862238	Dixie Petro-Chem	Water	$ 18,787.20	Chlorine for process
06/12/2023	862239	DOWL	Tax Incrmnt N27	$ 45,751.25	WO 23-11 Downtown 2-Way Street Conversion; Payment 6
06/12/2023	862245	First MT Title	CDBG	$ 10,000.00	FTHB Devyn Swanson 3385 Granger Ave. S. Unit 63
06/12/2023	862246	Fisher Sand & Gravel	Street/Traffic	$ 1,179.06	inv#91873asphalt
06/12/2023	862246	Fisher Sand & Gravel	Street/Traffic	$ 1,552.52	inv#95429asphalt
06/12/2023	862246	Fisher Sand & Gravel	Street/Traffic	$ 3,139.86	inv#95430asphalt
06/12/2023	862246	Fisher Sand & Gravel	Street/Traffic	$ 5,493.47	inv#95431asphalt
06/12/2023	862246	Fisher Sand & Gravel	Street/Traffic	$ 903.00	inv#95432asphalt
06/12/2023	862246	Fisher Sand & Gravel	Street/Traffic	$ 368.94	inv#95433asphalt
06/12/2023	862246	Fisher Sand & Gravel	Street/Traffic	$ 901.71	inv#95434asphalt
06/12/2023	862246	Fisher Sand & Gravel	Street/Traffic	$ 218.01	inv#95436asphalt
06/12/2023	862246	Fisher Sand & Gravel	Street/Traffic	$ 909.45	inv#95436asphalt
06/12/2023	862246	Fisher Sand & Gravel	Street/Traffic	$ 426.20	inv#95437asphalt
06/12/2023	862246	Fisher Sand & Gravel	Street/Traffic	$ 1,425.00	inv#95896concrete for 1231 N 29th
06/12/2023	862246	Fisher Sand & Gravel	Street/Traffic	$ 205.76	inv#95967asphalt
06/12/2023	862246	Fisher Sand & Gravel	Street/Traffic	$ 902.36	inv#95968asphalt
06/12/2023	862246	Fisher Sand & Gravel	Water	$ 436.59	WTP Roads
06/12/2023	862259	Hawkins	General	$ 3,325.14	chemicals for pools - 6487671
06/12/2023	862259	Hawkins	Water	$ 29,658.13	Coagulant for process
06/12/2023	862259	Hawkins	Water	$ 29,874.52	Coagulant for Process
06/12/2023	862260	Hernandez, Gabe	Public Safety	$ 3,232.89	TUITION / PERCENTAGE UPDATED TO 100% - $3232,89
06/12/2023	862261	High Point Network	Airport	$ 36,864.00	WiFi Equipment. NASPO Master Agreement #AR3228
06/12/2023	862270	Infax	Airport	$ 2,097.00	Invoice #1177. Media Player License, Software Install - FIDS
06/12/2023	862270	Infax	Airport	$ 500.00	Invoice #1177. Media Player License, Software Install - FIDS
06/12/2023	862271	Ingram Library Service	Library	$ 10.20	75847577
06/12/2023	862271	Ingram Library Service	Library	$ 24.79	75847577
06/12/2023	862271	Ingram Library Service	Library	$ 0.07	75847577
06/12/2023	862271	Ingram Library Service	Library	$ 11.97	75847578
06/12/2023	862271	Ingram Library Service	Library	$ 0.01	75847578
06/12/2023	862271	Ingram Library Service	Library	$ 18.60	75847579
06/12/2023	862271	Ingram Library Service	Library	$ 36.09	75847579
06/12/2023	862271	Ingram Library Service	Library	$ 0.38	75847579
06/12/2023	862271	Ingram Library Service	Library	$ 148.85	75847579

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862271	Ingram Library Service	Library	$ 2.37	75847580
06/12/2023	862271	Ingram Library Service	Library	$ 991.53	75847580
06/12/2023	862271	Ingram Library Service	Library	$ 62.17	75847581
06/12/2023	862271	Ingram Library Service	Library	$ 512.44	75847582
06/12/2023	862271	Ingram Library Service	Library	$ 3.00	75847582
06/12/2023	862271	Ingram Library Service	Library	$ 80.07	75847582
06/12/2023	862271	Ingram Library Service	Library	$ 83.08	75847582
06/12/2023	862271	Ingram Library Service	Library	$ 349.18	75847582
06/12/2023	862271	Ingram Library Service	Library	$ 459.54	75847582
06/12/2023	862271	Ingram Library Service	Library	$ 1.31	75874256
06/12/2023	862271	Ingram Library Service	Library	$ 22.40	75874256
06/12/2023	862271	Ingram Library Service	Library	$ 11.79	75874256
06/12/2023	862271	Ingram Library Service	Library	$ 0.75	75874257
06/12/2023	862271	Ingram Library Service	Library	$ 17.69	75874257
06/12/2023	862271	Ingram Library Service	Library	$ 0.94	75874258
06/12/2023	862271	Ingram Library Service	Library	$ 26.71	75874258
06/12/2023	862271	Ingram Library Service	Library	$ 16.50	75917156
06/12/2023	862271	Ingram Library Service	Library	$ 0.68	75917156
06/12/2023	862271	Ingram Library Service	Library	$ 13.19	75917157
06/12/2023	862271	Ingram Library Service	Library	$ 0.32	75917157
06/12/2023	862271	Ingram Library Service	Library	$ 10.61	75917158
06/12/2023	862271	Ingram Library Service	Library	$ 0.36	75917158
06/12/2023	862271	Ingram Library Service	Library	$ 45.59	75917159
06/12/2023	862271	Ingram Library Service	Library	$ 1.64	75917159
06/12/2023	862271	Ingram Library Service	Library	$ 11.20	75930942
06/12/2023	862271	Ingram Library Service	Library	$ 0.15	75930942
06/12/2023	862271	Ingram Library Service	Library	$ 13.19	75930943
06/12/2023	862271	Ingram Library Service	Library	$ 0.06	75930943
06/12/2023	862271	Ingram Library Service	Library	$ 30.35	75930944
06/12/2023	862271	Ingram Library Service	Library	$ 15.63	75930944
06/12/2023	862271	Ingram Library Service	Library	$ 199.91	75930944
06/12/2023	862271	Ingram Library Service	Library	$ 2.28	75930944
06/12/2023	862271	Ingram Library Service	Library	$ 129.75	75930944
06/12/2023	862271	Ingram Library Service	Library	$ 6.46	75930945

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862271	Ingram Library Service	Library	$ 0.34	75930945
06/12/2023	862271	Ingram Library Service	Library	$ 41.30	75930945
06/12/2023	862271	Ingram Library Service	Library	$ 16.08	75930946
06/12/2023	862271	Ingram Library Service	Library	$ 3.00	75937466
06/12/2023	862271	Ingram Library Service	Library	$ 1,079.45	75937466
06/12/2023	862271	Ingram Library Service	Library	$ 839.23	75937467
06/12/2023	862271	Ingram Library Service	Library	$ 157.29	75937467
06/12/2023	862271	Ingram Library Service	Library	$ 1,795.45	75937467
06/12/2023	862271	Ingram Library Service	Library	$ 3.00	75937467
06/12/2023	862271	Ingram Library Service	Library	$ 182.85	75937467
06/12/2023	862271	Ingram Library Service	Library	$ 9.43	75937468
06/12/2023	862271	Ingram Library Service	Library	$ 2.08	75980681
06/12/2023	862271	Ingram Library Service	Library	$ 11.79	75980681
06/12/2023	862271	Ingram Library Service	Library	$ 297.00	75980681
06/12/2023	862271	Ingram Library Service	Library	$ 0.12	75980682
06/12/2023	862271	Ingram Library Service	Library	$ 10.61	75980682
06/12/2023	862271	Ingram Library Service	Library	$ 16.52	75980682
06/12/2023	862271	Ingram Library Service	Library	$ 31.50	75980683
06/12/2023	862271	Ingram Library Service	Library	$ 25.75	75980683
06/12/2023	862271	Ingram Library Service	Library	$ 0.49	75980683
06/12/2023	862271	Ingram Library Service	Library	$ 33.05	75980683
06/12/2023	862271	Ingram Library Service	Library	$ 0.05	75980684
06/12/2023	862271	Ingram Library Service	Library	$ 5.99	75980684
06/12/2023	862271	Ingram Library Service	Library	$ 9.43	75980685
06/12/2023	862271	Ingram Library Service	Library	$ 0.15	75980685
06/12/2023	862271	Ingram Library Service	Library	$ 16.52	75980685
06/12/2023	862271	Ingram Library Service	Library	$ 10.13	75980686
06/12/2023	862271	Ingram Library Service	Library	$ 5.89	75998227
06/12/2023	862271	Ingram Library Service	Library	$ 0.16	75998227
06/12/2023	862271	Ingram Library Service	Library	$ 82.25	75998227
06/12/2023	862271	Ingram Library Service	Library	$ 318.30	75998228
06/12/2023	862271	Ingram Library Service	Library	$ 47.55	75998228
06/12/2023	862271	Ingram Library Service	Library	$ 111.28	75998228
06/12/2023	862271	Ingram Library Service	Library	$ 1.91	75998228

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862271	Ingram Library Service	Library	$ 11.20	75998228
06/12/2023	862271	Ingram Library Service	Library	$ 11.79	75998229
06/12/2023	862271	Ingram Library Service	Library	$ 0.02	75998229
06/12/2023	862271	Ingram Library Service	Library	$ 0.10	75998230
06/12/2023	862271	Ingram Library Service	Library	$ 12.38	75998230
06/12/2023	862271	Ingram Library Service	Library	$ 0.81	75998231
06/12/2023	862271	Ingram Library Service	Library	$ 194.55	75998231
06/12/2023	862271	Ingram Library Service	Library	$ 0.21	76043762
06/12/2023	862271	Ingram Library Service	Library	$ 27.60	76043762
06/12/2023	862271	Ingram Library Service	Library	$ 0.16	76043763
06/12/2023	862271	Ingram Library Service	Library	$ 15.93	76043763
06/12/2023	862271	Ingram Library Service	Library	$ 14.67	76043764
06/12/2023	862271	Ingram Library Service	Library	$ 0.52	76043764
06/12/2023	862271	Ingram Library Service	Library	$ 17.67	76043764
06/12/2023	862271	Ingram Library Service	Library	$ 12.38	76043765
06/12/2023	862271	Ingram Library Service	Library	$ 0.32	76043765
06/12/2023	862271	Ingram Library Service	Library	$ 96.00	76043766
06/12/2023	862271	Ingram Library Service	Library	$ 0.68	76043766
06/12/2023	862271	Ingram Library Service	Library	$ 1.11	76043767
06/12/2023	862271	Ingram Library Service	Library	$ 85.77	76043767
06/12/2023	862271	Ingram Library Service	Library	$ 3.00	76043768
06/12/2023	862271	Ingram Library Service	Library	$ 1,355.64	76043768
06/12/2023	862271	Ingram Library Service	Library	$ 75.45	76043768
06/12/2023	862271	Ingram Library Service	Library	$ 35.70	76043768
06/12/2023	862271	Ingram Library Service	Library	$ 88.90	76043768
06/12/2023	862271	Ingram Library Service	Library	$ 192.09	76088882
06/12/2023	862271	Ingram Library Service	Library	$ 11.20	76088882
06/12/2023	862271	Ingram Library Service	Library	$ 1.65	76088882
06/12/2023	862271	Ingram Library Service	Library	$ 9.60	76088883
06/12/2023	862271	Ingram Library Service	Library	$ 0.16	76088883
06/12/2023	862271	Ingram Library Service	Library	$ 5.89	76088883
06/12/2023	862271	Ingram Library Service	Library	$ 39.52	76088884
06/12/2023	862271	Ingram Library Service	Library	$ 0.31	76088884
06/12/2023	862271	Ingram Library Service	Library	$ 0.77	76088885

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862271	Ingram Library Service	Library	$ 73.77	76088885
06/12/2023	862271	Ingram Library Service	Library	$ 11.80	76088885
06/12/2023	862271	Ingram Library Service	Library	$ 0.11	76088886
06/12/2023	862271	Ingram Library Service	Library	$ 13.17	76088886
06/12/2023	862271	Ingram Library Service	Library	$ 0.28	76107854
06/12/2023	862271	Ingram Library Service	Library	$ 15.64	76107854
06/12/2023	862271	Ingram Library Service	Library	$ 22.40	76107854
06/12/2023	862271	Ingram Library Service	Library	$ 2.24	76107855
06/12/2023	862271	Ingram Library Service	Library	$ 330.22	76107855
06/12/2023	862271	Ingram Library Service	Library	$ 32.29	76107855
06/12/2023	862271	Ingram Library Service	Library	$ 5.99	76107855
06/12/2023	862271	Ingram Library Service	Library	$ 25.16	76107856
06/12/2023	862271	Ingram Library Service	Library	$ 0.17	76107856
06/12/2023	862271	Ingram Library Service	Library	$ 15.42	76107857
06/12/2023	862271	Ingram Library Service	Library	$ 0.31	76107857
06/12/2023	862271	Ingram Library Service	Library	$ 0.74	76112789
06/12/2023	862271	Ingram Library Service	Library	$ 17.10	76112789
06/12/2023	862271	Ingram Library Service	Library	$ 16.52	76112790
06/12/2023	862271	Ingram Library Service	Library	$ 1.36	76112790
06/12/2023	862271	Ingram Library Service	Library	$ 11.39	76112790
06/12/2023	862271	Ingram Library Service	Library	$ 0.90	76112791
06/12/2023	862271	Ingram Library Service	Library	$ 10.02	76112791
06/12/2023	862271	Ingram Library Service	Library	$ 0.55	76200031
06/12/2023	862271	Ingram Library Service	Library	$ 51.89	76200031
06/12/2023	862271	Ingram Library Service	Library	$ 74.99	76200031
06/12/2023	862271	Ingram Library Service	Library	$ 51.02	76200032
06/12/2023	862271	Ingram Library Service	Library	$ 1.68	76200032
06/12/2023	862271	Ingram Library Service	Library	$ 434.53	76200032
06/12/2023	862271	Ingram Library Service	Library	$ 41.72	76200033
06/12/2023	862271	Ingram Library Service	Library	$ 0.34	76200033
06/12/2023	862271	Ingram Library Service	Library	$ 72.29	76200033
06/12/2023	862271	Ingram Library Service	Library	$ 22.00	76200033
06/12/2023	862271	Ingram Library Service	Library	$ 38.69	76200034
06/12/2023	862271	Ingram Library Service	Library	$ 33.11	76200034

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862271	Ingram Library Service	Library	$ 0.20	76200034
06/12/2023	862271	Ingram Library Service	Library	$ 11.20	76200035
06/12/2023	862271	Ingram Library Service	Library	$ 0.03	76200035
06/12/2023	862271	Ingram Library Service	Library	$ 17.11	76200036
06/12/2023	862271	Ingram Library Service	Library	$ 0.06	76200036
06/12/2023	862271	Ingram Library Service	Library	$ 15.93	76200037
06/12/2023	862271	Ingram Library Service	Library	$ 0.05	76200037
06/12/2023	862271	Ingram Library Service	Library	$ 11.99	76200038
06/12/2023	862271	Ingram Library Service	Library	$ 0.05	76200038
06/12/2023	862271	Ingram Library Service	Library	$ 10.61	76200039
06/12/2023	862271	Ingram Library Service	Library	$ 0.04	76200039
06/12/2023	862271	Ingram Library Service	Library	$ 5.99	76200040
06/12/2023	862271	Ingram Library Service	Library	$ 29.74	76221367
06/12/2023	862271	Ingram Library Service	Library	$ 592.65	76221367
06/12/2023	862271	Ingram Library Service	Library	$ 2.45	76221367
06/12/2023	862271	Ingram Library Service	Library	$ 97.21	76221367
06/12/2023	862271	Ingram Library Service	Library	$ 0.03	76221368
06/12/2023	862271	Ingram Library Service	Library	$ 5.30	76221368
06/12/2023	862271	Ingram Library Service	Library	$ 0.05	76221369
06/12/2023	862271	Ingram Library Service	Library	$ 41.40	76221369
06/12/2023	862271	Ingram Library Service	Library	$ 107.90	76221370
06/12/2023	862271	Ingram Library Service	Library	$ 0.47	76221370
06/12/2023	862271	Ingram Library Service	Library	$ 236.76	76288388
06/12/2023	862271	Ingram Library Service	Library	$ 1.45	76288388
06/12/2023	862271	Ingram Library Service	Library	$ 0.35	76288389
06/12/2023	862271	Ingram Library Service	Library	$ 28.16	76288389
06/12/2023	862271	Ingram Library Service	Library	$ 10.19	76288389
06/12/2023	862271	Ingram Library Service	Library	$ 76.48	76288390
06/12/2023	862271	Ingram Library Service	Library	$ 0.63	76288390
06/12/2023	862271	Ingram Library Service	Library	$ 31.18	76288390
06/12/2023	862271	Ingram Library Service	Library	$ 0.47	76288391
06/12/2023	862271	Ingram Library Service	Library	$ 11.79	76288391
06/12/2023	862271	Ingram Library Service	Library	$ 49.15	76288391
06/12/2023	862271	Ingram Library Service	Library	$ 0.10	76288392

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862271	Ingram Library Service	Library	$ 18.00	76288392
06/12/2023	862274	Invoice Cloud	City Ins Fund	$ 213.57	May 2023 Service
06/12/2023	862274	Invoice Cloud	Parking	$ 338.66	May 2023 Service
06/12/2023	862274	Invoice Cloud	Solid Waste	$ 10,407.79	May 2023 Service
06/12/2023	862274	Invoice Cloud	Wastewater	$ 11,230.91	May 2023 Service
06/12/2023	862274	Invoice Cloud	Water	$ 14,864.71	May 2023 Service
06/12/2023	862265	I-State Truck	Fleet	$ 108.64	C251356564
06/12/2023	862265	I-State Truck	Fleet	$ 106.62	C251356564
06/12/2023	862265	I-State Truck	Public Safety	$ 174.26	C251355880.01
06/12/2023	862265	I-State Truck	Solid Waste	$ 128.99	C251355214.01
06/12/2023	862265	I-State Truck	Solid Waste	$ 73.15	C251355215.01
06/12/2023	862265	I-State Truck	Solid Waste	$ 81.55	C251355247.01
06/12/2023	862265	I-State Truck	Solid Waste	$ 359.06	C251355247.01
06/12/2023	862265	I-State Truck	Solid Waste	$ 37.81	C251355247.01
06/12/2023	862265	I-State Truck	Solid Waste	$ 54.55	C251355331.01
06/12/2023	862265	I-State Truck	Solid Waste	$ 43.16	C251355474.01
06/12/2023	862265	I-State Truck	Solid Waste	$ (54.55)	C251355487.01
06/12/2023	862265	I-State Truck	Solid Waste	$ 219.40	C251355673.01
06/12/2023	862265	I-State Truck	Solid Waste	$ 18.50	C251355692.01
06/12/2023	862265	I-State Truck	Solid Waste	$ 159.67	C251355705.01
06/12/2023	862265	I-State Truck	Solid Waste	$ 140.59	C251356152.01
06/12/2023	862265	I-State Truck	Solid Waste	$ 50.00	C251356152.01
06/12/2023	862265	I-State Truck	Street/Traffic	$ 1,247.84	C251355270.01
06/12/2023	862265	I-State Truck	Street/Traffic	$ 106.54	C251355470.01
06/12/2023	862265	I-State Truck	Street/Traffic	$ 75.59	C251355822.01
06/12/2023	862265	I-State Truck	Street/Traffic	$ 8.84	C251355822.02
06/12/2023	862265	I-State Truck	Street/Traffic	$ 65.00	C251355822.02
06/12/2023	862265	I-State Truck	Street/Traffic	$ 61.63	C251355822.02
06/12/2023	862265	I-State Truck	Street/Traffic	$ 68.25	C251355822.02
06/12/2023	862265	I-State Truck	Street/Traffic	$ 41.82	C251356254.01
06/12/2023	862265	I-State Truck	Wastewater	$ 74.11	C251355912.01
06/12/2023	862265	I-State Truck	Wastewater	$ 788.53	C251356267.01
06/12/2023	862275	JC Billion	Capital Replace	$ 50,557.00	2023 RAM 2500 body type DJ7L62 white
06/12/2023	862278	Johnson Laffen Galloway	Stillwater Const	$ 19,684.42	Inv. 21379-18

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862280	K2 Civil	Solid Waste	$ 475,519.34	WO 20-46 Landfill Compost Facility-Schedule 1; Payment 1
06/12/2023	862286	Knife River	Street/Traffic	$ 4,967.87	inv#865517asphalt
06/12/2023	862286	Knife River	Street/Traffic	$ 2,989.81	inv#865790asphalt
06/12/2023	862286	Knife River	Transit	$ 36,346.30	MET Transit Training Lot Construction - Federal Share
06/12/2023	862286	Knife River	Transit	$ 9,086.58	MET Transit Training Lot Construction - Local Share
06/12/2023	862286	Knife River	Transit	$ 6,832.68	Retainage Release Transit Training Lot
06/12/2023	862286	Knife River	Transit	$ 27,330.74	Retainage Release Transit Training Lot
06/12/2023	ACH	Kois Brothers	Solid Waste	$ 80.93	129425
06/12/2023	ACH	Kois Brothers	Solid Waste	$ 136.00	129489
06/12/2023	ACH	Kois Brothers	Solid Waste	$ 767.70	129489
06/12/2023	ACH	Kois Brothers	Solid Waste	$ 1,230.18	129501
06/12/2023	ACH	Kois Brothers	Solid Waste	$ 77.71	129617
06/12/2023	ACH	Kois Brothers	Water	$ 342.70	129540
06/12/2023	862288	Kone	Airport	$ 144.90	FY23 Elevator/Escalator Maintenance - IP9
06/12/2023	862288	Kone	Airport	$ 60.03	FY23 Elevator/Escalator Maintenance - Operations
06/12/2023	862288	Kone	Airport	$ 1,851.23	FY23 Elevator/Escalator Maintenance - Terminal
06/12/2023	862288	Kone	Facilities	$ 637.00	Maintenance Period 5/1/2023 - 5/31/2023
06/12/2023	862293	Land Design	Park Dist 1	$ 4,740.55	invoice 016590-master plan for cottonwood park
06/12/2023	862293	Land Design	Park Dist 1	$ 2,656.30	master plan for cottonwood park-INVOICE 016610
06/12/2023	862298	Mail Tech Service	Central Services	$ 4,802.04	Postage for May, 2023
06/12/2023	862298	Mail Tech Service	General	$ 1,479.60	Postage for May, 2023
06/12/2023	862298	Mail Tech Service	Parking	$ 48.64	Postage for May, 2023
06/12/2023	862302	Midland Implement	Capital Replace	$ 119,499.73	2 large area mowers-toro groundsmaster 5900
06/12/2023	862302	Midland Implement	General	$ 22.58	195815001
06/12/2023	862302	Midland Implement	General	$ 150.28	195815002
06/12/2023	862302	Midland Implement	Street/Traffic	$ 129.55	192781001
06/12/2023	862302	Midland Implement	Street/Traffic	$ 113.98	193772001
06/12/2023	862302	Midland Implement	Street/Traffic	$ 265.98	193772001
06/12/2023	862302	Midland Implement	Street/Traffic	$ 417.82	196117001
06/12/2023	862302	Midland Implement	Street/Traffic	$ 40.99	197602001
06/12/2023	862302	Midland Implement	Street/Traffic	$ 56.40	197975001
06/12/2023	862302	Midland Implement	Street/Traffic	$ 56.61	inv#198579001adapter/pipe for irrigation repair
06/12/2023	862302	Midland Implement	Water	$ (70.20)	Invoice paid by P-Car and by ck # 861337
06/12/2023	862302	Midland Implement	Water	$ 881.16	Irrigation supplies

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862310	Morrison Maierle	Airport	$ 8,748.97	Amendment 5 Mid-Field Service Road Project - Federal
06/12/2023	862310	Morrison Maierle	Airport	$ 972.11	Amendment 5 Mid-Field Service Road Project - Local
06/12/2023	862310	Morrison Maierle	Transit	$ 11,899.66	Transit Training Parking Lot - Construction Admin
06/12/2023	862313	Motorola Solution	PD Program	$ 6,330.00	Integration, CAD-RMS Package annual device service.
06/12/2023	862313	Motorola Solution	PD Program	$ 1,500.00	Remote deployment, Training, Configuration and project management.
06/12/2023	862314	MT Dept Rev- CGR10	Wastewater	$ 81.66	SID 1419 Charles Street Council Action; Payment 1
06/12/2023	862314	MT Dept Rev- CGR11	SID Const	$ 106.91	SID 1419 Charles Street Council Action; Payment 1
06/12/2023	862314	MT Dept Rev- CGR12	Water	$ 245.43	SID 1419 Charles Street Council Action; Payment 1
06/12/2023	862314	MT Dept Rev- CGR13	Wastewater	$ 267.91	Replace 6 Dewatering Well Cabinets at WRF. WWTP/ Payment 2 Final
06/12/2023	862314	MT Dept Rev- CGR14	Transit	$ 91.78	MET Transit Training Lot Construction - Local Share
06/12/2023	862314	MT Dept Rev- CGR15	Transit	$ 367.14	MET Transit Training Lot Construction - Federal Share
06/12/2023	862314	MT Dept Rev- CGR16	Facilities	$ 638.62	Complete removal of existing 3" asphalt paving w/concreate
06/12/2023	862314	MT Dept Rev- CGR17	Airport	$ 56.55	Mid-Field Service Road Project - Local Share
06/12/2023	862314	MT Dept Rev- CGR18	Airport	$ 509.00	Mid-Field Service Road Project - Federal Share
06/12/2023	862314	MT Dept Rev- CGR19	Park Dist 1	$ 5,750.82	WO 22-08 Central Park Tennis Court replacement
06/12/2023	862314	MT Dept Rev- CGR2	Solid Waste	$ 4,803.22	WO 20-46 Landfill Compost Facility-Schedule 1; Payment 1
06/12/2023	862314	MT Dept Rev- CGR20	Water	$ 101.50	WO 23-43 Water Service Repairs; Payment 1
06/12/2023	862314	MT Dept Rev- CGR21	Arterial Streets	$ 2,780.93	WO 09-12 Inner Belt Loop Northwest Billings Connector; Payment 2
06/12/2023	862314	MT Dept Rev- CGR3	Transit	$ 69.02	Retainage Release Transit Training Lot
06/12/2023	862314	MT Dept Rev- CGR4	Transit	$ 276.07	Retainage Release Transit Training Lot
06/12/2023	862314	MT Dept Rev- CGR5	Wastewater	$ 250.00	Replace 6 Dewatering Well Cabinets at WRF. WWTP; Payment 1
06/12/2023	862314	MT Dept Rev- CGR6	Wastewater	$ 97.50	WRF Switchgear and Installation: payment 1
06/12/2023	862314	MT Dept Rev- CGR7	Stillwater Const	$ 6,432.25	App. 3400-5
06/12/2023	862314	MT Dept Rev- CGR8	Solid Waste	$ 5,389.46	WO 22-37 Landfill Drop-Off Building Repairs -Construction; Payment 9
06/12/2023	862314	MT Dept Rev- CGR9	Str Maint	$ 266.00	SID 1419 Charles Street Council Action; Payment 1
06/12/2023	862307	MT Municipal Authority	Property Ins	$ 37,501.36	Liability Self Insurance Payment for May 2023
06/12/2023	862308	MT Peterbilt	Fleet	$ 25.98	72119B
06/12/2023	862308	MT Peterbilt	Fleet	$ 176.72	72752BL
06/12/2023	862308	MT Peterbilt	Fleet	$ 42.81	72752BL
06/12/2023	862308	MT Peterbilt	Fleet	$ 57.61	72752BL
06/12/2023	862308	MT Peterbilt	Fleet	$ 59.24	72752BL
06/12/2023	862308	MT Peterbilt	Fleet	$ 64.90	72752BL
06/12/2023	862308	MT Peterbilt	Fleet	$ 288.64	72752BL
06/12/2023	862308	MT Peterbilt	Fleet	$ 56.98	72752BL

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862308	MT Peterbilt	Fleet	$ 106.80	72752BL
06/12/2023	862308	MT Peterbilt	Solid Waste	$ 31.57	62148B
06/12/2023	862308	MT Peterbilt	Solid Waste	$ 1,051.40	69932B
06/12/2023	862308	MT Peterbilt	Solid Waste	$ 177.13	69932B
06/12/2023	862308	MT Peterbilt	Solid Waste	$ 28.00	70900B
06/12/2023	862308	MT Peterbilt	Solid Waste	$ 22.94	70900B
06/12/2023	862308	MT Peterbilt	Solid Waste	$ 402.62	71259B
06/12/2023	862308	MT Peterbilt	Solid Waste	$ 402.62	71259BX1
06/12/2023	862308	MT Peterbilt	Solid Waste	$ 88.00	72020B
06/12/2023	862308	MT Peterbilt	Solid Waste	$ 78.13	72020B
06/12/2023	862308	MT Peterbilt	Solid Waste	$ 2,697.52	72155B
06/12/2023	862308	MT Peterbilt	Solid Waste	$ 132.46	72156B
06/12/2023	862308	MT Peterbilt	Solid Waste	$ 495.85	72325B
06/12/2023	862318	Nexus Power Solution	Wastewater	$ 9,652.50	WRF Switchgear and Installation; Payment 1
06/12/2023	862319	Norco	Fleet	$ 21.24	37904292, lens
06/12/2023	862319	Norco	Fleet	$ 4,100.00	37904292, Shop welder
06/12/2023	862319	Norco	Fleet	$ 61.02	37905418, Welding helmet
06/12/2023	862319	Norco	Solid Waste	$ 14.89	37750248
06/12/2023	862319	Norco	Solid Waste	$ 7.00	37750248
06/12/2023	ACH	NorMont Equipt	Street/Traffic	$ 2,898.75	inv#29726telspar for signs
06/12/2023	862321	NorthWestern Energy	Airport	$ 15.10	0712534-7. Gate 16 Light. May 2023
06/12/2023	862321	NorthWestern Energy	Airport	$ 169.07	0712535-4. Employee Parking. May 2023
06/12/2023	862321	NorthWestern Energy	Airport	$ 23.58	0712791-3. Gate 16. May 2023
06/12/2023	862321	NorthWestern Energy	Airport	$ 21.60	0712795-4. Gate 17. May 2023
06/12/2023	862321	NorthWestern Energy	Airport	$ 20.83	0712797-0. Gate 9. May 2023
06/12/2023	862321	NorthWestern Energy	Airport	$ 6.00	0712805-1. IP-10. May 2023
06/12/2023	862321	NorthWestern Energy	Airport	$ 7.38	0712813-5. Burn Pit. May 2023
06/12/2023	862321	NorthWestern Energy	Airport	$ 20.09	0719759-3. Gate 12. May 2023
06/12/2023	862321	NorthWestern Energy	Airport	$ 76.41	0719760-1. Gate 14. May 2023
06/12/2023	862321	NorthWestern Energy	Airport	$ 23.90	0719761-9. Gate 15. May 2023
06/12/2023	862321	NorthWestern Energy	Airport	$ 22.99	0719762-7. Gate 13. May 2023
06/12/2023	862321	NorthWestern Energy	Airport	$ 20.53	0720296-3. Gate 29. May 2023
06/12/2023	862321	NorthWestern Energy	Airport	$ 20.41	2114868-9. Runway Weather System. May 2023
06/12/2023	862321	NorthWestern Energy	Building	$ 23.43	1569631-3

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862321	NorthWestern Energy	Facilities	$ 19.96	3602453-7
06/12/2023	862321	NorthWestern Energy	Facilities	$ 451.09	3602454-5
06/12/2023	862321	NorthWestern Energy	Facilities	$ 6.15	3866815-8
06/12/2023	862321	NorthWestern Energy	Facilities	$ 159.74	3922089-2
06/12/2023	862321	NorthWestern Energy	General	$ 220.81	0712538-8
06/12/2023	862321	NorthWestern Energy	General	$ 74.58	0712539-6
06/12/2023	862321	NorthWestern Energy	General	$ 164.34	0720841-6
06/12/2023	862321	NorthWestern Energy	General	$ 10.58	1635289-0
06/12/2023	862321	NorthWestern Energy	Library	$ 7,407.06	3039007-4 Library electricity May 2023
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.15	0722253-2
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 221.77	0722256-5
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.00	0722258-1
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 13.73	0722259-9
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 10.48	0722272-2
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 79.27	0722273-0
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 10.23	0722274-8
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 100.88	0722275-5
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 34.94	0722277-1
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 36.03	0722278-9
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 15.10	0722279-7
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.15	0722280-5
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.15	0722281-3
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.15	0722283-9
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.15	0722284-7
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 15.10	0722808-3
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 7.83	0722852-1
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 8.79	0722862-0
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 44.85	0722901-6
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.46	0722976-8
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 210.51	0722995-8
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 95.29	0723005-5
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.15	0723025-3
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 45.33	0723039-4
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.00	0723046-9

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 35.98	0723049-3
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 20.91	0723064-2
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 20.91	0723065-9
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 4.25	0723391-9
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 111.24	0723884-3
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 20.91	0723887-6
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 113.71	0793134-8
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 50.06	0813489-2
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.00	0920801-8
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 28.79	0978917-3
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 37.04	0999807-1
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 190.11	1141284-8
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 25.27	1156527-2
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 497.92	1160780-1
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.00	1230066-1
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 45.20	1409394-2
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.15	1588262-4
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 54.71	1692666-9
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 13.30	1849408-8
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.61	1902257-3
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 27.03	1904944-4
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 39.74	1941243-6
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 24.82	3020837-5
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.00	3178260-0
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 75.30	3241436-9
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 6.00	3477233-5
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 19.00	3771457-3
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 30.79	3999603-8
06/12/2023	862321	NorthWestern Energy	Park Dist 1	$ 2.61	north park - 4081700-9 May 2023
06/12/2023	862321	NorthWestern Energy	Parking	$ 69.79	3835890-9
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 7.00	0722272-2
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 6.15	0723384-4
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 6.00	0723385-1
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 6.00	0723386-9

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 6.00	0723387-7
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 6.00	0723388-5
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 2.82	0723391-9
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 46.03	0723392-7
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 7.07	0723393-5
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 6.15	0723394-3
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 6.15	0723395-0
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 6.15	0723396-8
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 6.15	0723397-6
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 6.15	0723398-4
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 6.15	0723835-5
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 8.79	0723836-3
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 6.30	0723840-5
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 239.72	0723879-3
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 6.61	0723883-5
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 46.03	0723885-0
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 7.07	0881455-0
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 46.32	0971824-8
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 14.56	1045813-1
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 0.96	1265177-4
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 45.91	1312707-1
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 45.20	1396192-5
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 97.86	1513796-1
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 136.95	1513800-1
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 8.75	1513802-7
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 8.90	1513804-3
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 7.54	1514388-6
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 6.92	1564209-3
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 0.83	1948667-9
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 46.04	2041362-1
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 4.90	2055817-7
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 10.82	3707234-5
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 13.31	3707235-2
06/12/2023	862321	NorthWestern Energy	Parks Maint	$ 2.49	3707236-0

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862321	NorthWestern Energy	Public Safety	$ 472.69	0100477-9 FIRE 6 ELECTRIC SERVICE, FY2023
06/12/2023	862321	NorthWestern Energy	Public Safety	$ 8.90	0712532-1
06/12/2023	862321	NorthWestern Energy	Public Safety	$ 527.30	0720817-6
06/12/2023	862321	NorthWestern Energy	Public Safety	$ 1,524.00	1183483-5
06/12/2023	862321	NorthWestern Energy	Public Safety	$ 98.43	4045328-4
06/12/2023	862321	NorthWestern Energy	Radio	$ 176.72	1006915-1
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 8.75	0855404-0
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 29.84	1045820-6
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 19.62	1738989-1
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 46.31	1797828-9
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 7.07	2047000-1
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 7.98	2047007-6
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 7.38	2047010-0
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 7.67	2047011-8
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 7.54	2047013-4
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 7.67	2047017-5
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 8.14	2047018-3
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 6.92	2047019-1
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 92.99	3088038-9
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 1.11	3590004-2
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 50.52	3648861-7
06/12/2023	862321	NorthWestern Energy	Street/Traffic	$ 10.12	3660075-7
06/12/2023	862321	NorthWestern Energy	Transit	$ 2,354.90	0100473-8. Monad Road. June 2023
06/12/2023	862321	NorthWestern Energy	Wastewater	$ 155.76	0723383-6
06/12/2023	862321	NorthWestern Energy	Wastewater	$ 278.35	0723878-5
06/12/2023	862321	NorthWestern Energy	Wastewater	$ 7.21	1704025-4
06/12/2023	862321	NorthWestern Energy	Wastewater	$ 75.00	1704030-4
06/12/2023	862321	NorthWestern Energy	Water	$ 827.53	0100478-7
06/12/2023	862321	NorthWestern Energy	Water	$ 6.00	0722249-0
06/12/2023	862321	NorthWestern Energy	Water	$ 3,576.79	0722270-6
06/12/2023	862321	NorthWestern Energy	Water	$ 6.00	1160807-2
06/12/2023	862321	NorthWestern Energy	Water	$ 36.79	1346673-5
06/12/2023	862321	NorthWestern Energy	Water	$ 12.88	1867265-9
06/12/2023	862321	NorthWestern Energy	Water	$ 411.32	805 Constitution Ave. may 2023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862330	Polydyne	Wastewater	$ 5,096.00	chemical supplies, Flosperse 30S
06/12/2023	862331	Potters Ind	Street/Traffic	$ 22,880.00	paint beads
06/12/2023	862333	Public Utilities	Airport	$ 14,433.44	136516
06/12/2023	862333	Public Utilities	Airport	$ 75.17	250828-Alpine Air-Maintenance
06/12/2023	862333	Public Utilities	Airport	$ 104.97	250831-Zone Dispatch-IP6 & IP7
06/12/2023	862333	Public Utilities	Airport	$ 52.12	250832-Corp Air/Alpine
06/12/2023	862333	Public Utilities	Airport	$ 187.22	250834-QTA
06/12/2023	862333	Public Utilities	Airport	$ 93.61	250836-West End T-Hangars
06/12/2023	862333	Public Utilities	Airport	$ 127.29	250840-Edwards Jet Center West
06/12/2023	862333	Public Utilities	Airport	$ 97.97	250842-Executive Hangars
06/12/2023	862333	Public Utilities	Airport	$ 7.00	250842-Executive Hangars USDA APHIS
06/12/2023	862333	Public Utilities	Airport	$ 158.27	250843-Airfield Maintenance Compactor
06/12/2023	862333	Public Utilities	Airport	$ 126.62	250845-Airfield Maintenance
06/12/2023	862333	Public Utilities	Airport	$ 328.98	250847-UPS Gate 21
06/12/2023	862333	Public Utilities	Airport	$ 104.24	250848-Edwards Jet Center 1871 Aviation Place
06/12/2023	862333	Public Utilities	Airport	$ 104.97	250849-Rocky Mountain College-EJC
06/12/2023	862333	Public Utilities	Airport	$ 127.29	250850-US Postal Service Gate 15
06/12/2023	862333	Public Utilities	Airport	$ 149.34	250851-Edwards Jet Center 1691 Aviation Place
06/12/2023	862333	Public Utilities	Airport	$ 74.67	250853-Aerotronics
06/12/2023	862333	Public Utilities	Airport	$ 127.29	250854-Marchi Hangar
06/12/2023	862333	Public Utilities	Airport	$ 63.69	250855-Marchi Office
06/12/2023	862333	Public Utilities	Airport	$ 104.97	250857-MT State Lands DEQ/DNRC
06/12/2023	862333	Public Utilities	Airport	$ 104.97	250858-Billings Fire Center-BLM
06/12/2023	862333	Public Utilities	Airport	$ 52.12	250859-TSA
06/12/2023	862333	Public Utilities	Facilities	$ 688.05	158260
06/12/2023	862333	Public Utilities	Solid Waste	$ 14.84	273982
06/12/2023	862333	Public Utilities	Wastewater	$ 2,733.95	111176
06/12/2023	862333	Public Utilities	Wastewater	$ 9.75	180645
06/12/2023	862338	Regal Land Dev	Water	$ 5,927.36	WO 23-12 Land Purchase Agreement-Zone 4 Pump Station & Waterline
06/12/2023	862349	Sign Pro	Public Safety	$ 4,286.00	FIRE 8: CHANNEL LETTER & LOGO + PERMIT
06/12/2023	862353	Solid Waste System	Fleet	$ 819.57	0156740-IN
06/12/2023	862353	Solid Waste System	Solid Waste	$ 1,021.70	155966
06/12/2023	862353	Solid Waste System	Solid Waste	$ 20.91	155966
06/12/2023	862353	Solid Waste System	Solid Waste	$ 23.74	156048

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	862353	Solid Waste System	Solid Waste	$ 577.83	156048
06/12/2023	862353	Solid Waste System	Solid Waste	$ 37.80	156136
06/12/2023	862353	Solid Waste System	Solid Waste	$ 135.26	156136
06/12/2023	862353	Solid Waste System	Solid Waste	$ 20.68	156136
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 4,556.91	155943
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 879.93	155943
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 976.74	155943
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 132.44	155943
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 32.45	155943
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 12.07	155943
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 41.89	155943
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 1,133.76	155943
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 454.24	155943
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 51.00	155943
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 189.32	155943
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 37.63	155943
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 2,713.21	156218
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 132.44	156218
06/12/2023	862353	Solid Waste System	Street/Traffic	$ 170.59	156218
06/12/2023	862355	St Vincent Occupational	Public Safety	$ 504.00	62570 PHYSICAL: MARTH & PERRY
06/12/2023	862355	St V's Occupational	City Ins Fund	$ 765.00	Drug Testing, On-site Nursing, DOT Physicals, Hep B shots
06/12/2023	862355	St V's Occupational	Fleet	$ 95.00	Drug Testing, On-site Nursing, DOT Physicals, Hep B shots
06/12/2023	862355	St V's Occupational	General	$ 95.00	Drug Testing, On-site Nursing, DOT Physicals, Hep B shots
06/12/2023	862355	St V's Occupational	General	$ 5,205.00	Drug Testing, On-site Nursing, DOT Physicals, Hep B shots
06/12/2023	862355	St V's Occupational	Public Safety	$ 404.75	62570: FERGUSON, ANNUAL FIRE PHYSICAL
06/12/2023	862355	St V's Occupational	Public Safety	$ 100.00	Drug Testing, On-site Nursing, DOT Physicals, Hep B shots
06/12/2023	862355	St V's Occupational	Public Safety	$ 633.96	FIRE PHYSICALS: GREENWOOD, Jordan 11/28/2022
06/12/2023	862355	St V's Occupational	Solid Waste	$ 385.00	Drug Testing, On-site Nursing, DOT Physicals, Hep B shots
06/12/2023	862355	St V's Occupational	Street/Traffic	$ 240.00	Drug Testing, On-site Nursing, DOT Physicals, Hep B shots
06/12/2023	862355	St V's Occupational	Transit	$ 330.00	Drug Testing, On-site Nursing, DOT Physicals, Hep B shots
06/12/2023	862355	St V's Occupational	Water	$ 145.00	Drug Testing, On-site Nursing, DOT Physicals, Hep B shots
06/12/2023	862358	Sunset Excavation	Water	$ 10,048.50	WO 23-43 Water Service Repairs; Payment 1
06/12/2023	862360	Swank Enterprises	Solid Waste	$ 533,556.54	WO 22-37 Landfill Drop-Off Building Repairs -Construction; Payment 9
06/12/2023	ACH	Town & Co Supply	Fleet	$ 6,433.20	435775

Check Date	Check#	Name	Fund Name	Amount	Item Desc
06/12/2023	ACH	Town & Co Supply	Fleet	$ 12,655.97	435775
06/12/2023	ACH	Town & Co Supply	Fleet	$ 5,723.52	435775
06/12/2023	ACH	Town & Co Supply	Fleet	$ 5,401.53	435775
06/12/2023	ACH	Town & Co Supply	Public Safety	$ 841.53	436299 FIRE 5 DIESEL FUEL
06/12/2023	ACH	Town & Co Supply	Public Safety	$ 673.22	436300 FIRE 3 - DIESEL
06/12/2023	ACH	Town & Co Supply	Public Safety	$ 673.22	436301 FIRE 1 DIESEL
06/12/2023	ACH	Town & Co Supply	Public Safety	$ 504.92	436302 FIRE 6 - DIESEL
06/12/2023	ACH	Town & Co Supply	Public Safety	$ 1,632.44	FUEL: 436281 FIRE 1 UNLEADED
06/12/2023	ACH	Town & Co Supply	Public Safety	$ 629.38	FUEL: 43689 FIRE 5 & 436281
06/12/2023	ACH	Town & Co Supply	Transit	$ 20,196.60	436579. 6000 Gallons Dyed #2 Diesel
06/12/2023	ACH	Town & Co Supply	Transit	$ 6,571.20	436779. 2000 Gallons Unleaded
06/12/2023	862372	Utilities Underground	Storm Sewer	$ 698.26	excavation notices for May 2023 (1779)
06/12/2023	862372	Utilities Underground	Street/Traffic	$ 698.26	excavation notices for May 2023 (1779)
06/12/2023	862372	Utilities Underground	Street/Traffic	$ 698.26	excavation notices for May 2023 (1779)3
06/12/2023	862372	Utilities Underground	Wastewater	$ 279.30	excavation notices for May 2023 (1779)
06/12/2023	862372	Utilities Underground	Water	$ 418.95	excavation notices for May 2023 (1779)
06/12/2023	862374	Vemco	Library	$ 2,824.00	401675 Boiler Maintenance Kits
06/12/2023	862376	Warren Transport	Facilities	$ 63,223.62	Complete removal of existing 3" asphalt paving w/concrete
06/12/2023	862385	Zoll Medical	Public Safety	$ 808.50	8700-0752-01 AUTO PULSE LI-ION BATTERIES
06/12/2023	862385	Zoll Medical	Public Safety	$ 2,249.10	8700-0753-01 AUTO PULSE MULTI-CHARGER

City Council Regular

Date:	07/10/2023
Title:	Public Hearing and Resolution calling for an election on parks, trails, recreation bond
Presented by:	Pigg Michael, Superintendent
Department:	Parks/Rec/Public Lands
Presentation:	Yes
Legal Review:	Yes
Project Number:	n/a

RECOMMENDATION

Per the City Council's direction during their June 19 Work Session, administration and the parks and recreation department recommends Council adopt the enclosed resolution calling for a GO bond election November 7, 2023, to invest $143 million into city parks, trails and recreation assets.

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

This memo and our discussions highlight the critical importance of our city parks and public safety and to propose actionable solutions that will contribute to a safer and more vibrant community.

In addition to a commitment to improve the safety of Billings, the Council has adopted priorities that included improved investments into parks, recreation and trails since 2020.

March 9, 2020 - Council adopted priorities for the upcoming year that included: Create a Park Development Fund
April 12, 2021 - Council adopted priorities that included under the "High" category: Create a park and trail development program and analyze all park and trail funding options to build excellent parks and trails throughout the City.
May 9, 2022 - Council adopted the following strategy and priority: Increase parks, trails, recreation, and cultural investments.

- Determine level of capital investment to be proposed to voters in 2023 for the multi-generational recreation center and a corresponding strategy for executing on those capital investments.
- Determine level of capital investment to be proposed to voters in 2023 for additional park and trail development and a corresponding strategy for executing on those capital investments.
- Determine level of maintenance and operation expenses for parks, trails, and recreation facilities to be proposed to voters in 2023 to meet the needs of our community long term.

As a result, over the last several years, staff, community stakeholders and the Council have discussed the funding needs for city parks, trails, and recreation assets. The 2017 Comprehensive Parks and Recreation Plan along with each of the adopted parks and recreation master plans were used to help guide our deliberations. Added to these discussions was the action taken during the 2021 Legislature to place an automatic "sunset" date to Park District 1 (PD1) in 2024. PD1 made up roughly one third (1/3) of the parks, recreation, public lands (PRPL) department's revenue, and the funding source for lifecycle replacement for park amenities. On a positive note, since the comprehensive master plan was completed in 2017, park amenities have increased, unfortunately resources have not kept up with the increased demand for staffing to care for the added amenities. Enclosed is a document outlining changes the PRPL department has made consistent with recommendations outlined in the 2017 comprehensive plan to improve deficiencies.

The funding options available to Council include extending PD1 or creating a new district; submitting a question to voters to increase the mill levy through an amendment to the city charter; and/or submitting a question to the voters to issue general obligation bonds to make capital investments into parks, trails and recreation assets. To the question of PD1 - on Monday June 12 the Council voted to move all funding out of PD1 and into the general fund when they adopted the fiscal year 2024 budget. Therefore, the issue of the operational levy has been resolved over the near term (4+ years depending on costs and increased taxable values for the city). This leaves the issue of significant capital investment yet to be resolved. During the June 19 Work Session our team presented a series of capital investments in parks, recreation and trails assets after dozens of meetings that have taken place throughout the community (see enclosed power point presentation).

During our efforts to improve public safety, it has become evident that public health and public safety are deeply

interconnected. Our crime problem is fundamentally rooted in trauma, substance abuse, and a loss of hope. Over the past half century our community shifted away from substantial public investments in additional public parks and recreation even though our population has doubled. Fortunately, we have preserved our parkland rather than selling it off. However, investment are necessary to activate public spaces throughout our 43 sq mile city, if we are to improve the health and safety of Billings. Therefore, the following remarks from Chief St. John, emphasizing the link between public health, public safety, and the significance of parks, are highly relevant:

- Developed and improved parks attract people, creating "social capital or infrastructure" for the community, which fosters a sense of safety.
- Appealing and useful parks reduce crime in and around the area.
- Quality parks serve as community hubs, empowering neighborhoods and enhancing overall quality of life.
- Well-designed and well-maintained parks eliminate signs of disorder and communicate the city and community's value for the area.
- Properly managed parks act as deterrents, showcasing active resident and business involvement in the community.
- Violent crime is a public health concern, and parks play a critical role in improving and supporting public health.
- When more people gather in parks, it increases community surveillance and deters criminals from targeting park neighborhoods.
- Reports demonstrate an overall reduction in crime, especially gun crime, in well-kept parks.
- Adequate lighting in parks is a proven deterrent against criminal activities.
- Positive activities and programs held after dark contribute to crime reduction.
- Parks designed for safety, with heavy programming and proper maintenance, attract residents and serve as deterrents.
- Deteriorating parks develop negative reputations and attract criminal activity.
- While parks alone cannot solve criminal activity, they are an integral part of the solution.

To address the need for capital investment, issuing general obligation bonds remains a viable option. General obligation bonds may be issued for any public or governmental purpose and specific authority exists for various parks and recreational purposes in Section 7-16-4104, MCA. To issue general obligation bonds, the issue must be submitted to the registered electors and the total amount of indebtedness may not exceed 0.9% of the total assessed value of taxable property for cultural, social and recreational purposes. Based on our estimated taxable value for 2023 we cannot borrow more than $149.9 million for this purpose.

To have an election in conjunction with the November 7, 2023, general election, Council needs to pass a resolution with appropriate ballot language at least 85 days prior to the election. Therefore, the latest date at which Council could call an election is August 14, 2023, and the resolution must be dated on or before August 14, 2023. However, staff recommends we do not wait until the deadline in August, so the County election administrator has sufficient time to prepare the ballot and our community stakeholders have more time to prepare for the election. Please note that the number of mills it will take to pay off the bonds will be reduced from this current estimate once the department of revenue sets the City's taxable value prior to submitting our final resolution to the election administrator (we will cover these estimates during our presentation).

In conclusion, Council was asked and provided direction during the June 19 work session to allow staff adequate time to prepare a resolution and to provide notice of a public hearing to be held on July 10, 2023. By investing in our parks, recreation and trail assets and addressing public safety concerns, we can create a community that thrives with social cohesion, improved health, and enhances our quality of life. Staff has prepared the resolution to submit to the electors of the City of Billings the question of issuing general obligation bonds for the November 7th 2023 ballot.

ALTERNATIVES

City Council may:

- Approve; the resolution to submit to the electors of the City of Billings the question of issuing general obligation bonds, or;
- Not Approve; the resolution and provide staff with additional guidance.

FISCAL EFFECTS

If the City Council, after holding a public hearing, passes a resolution placing a bond election on the ballot November 7, 2023, voters will be asked to consider authorizing the City to issue bonds up to a total principal amount of $143 million for Parks, Recreation, and Trails projects. The election will be part of the general election, so additional

election costs will be limited.

The current resolution contains ballot language for estimated costs based upon the current (2022) Certified Taxable Value. When 2023 Certified Taxable Value information is received in August, the ballot language will be updated to reflect the new value of a mill. If voters approve the bonds, the estimated cost for debt service will be approximately $50 per year for every $100,000 in residential appraised value, based upon the estimated increase in taxable value.

SUMMARY

City Council is being asked to direct staff to schedule and public hearing and present a bond resolution to invest approximately $142.8 million into the community's parks, recreation, and trails assets.

Attachments

Calling for Go Bond Election Final
Resolution Presentation
Comp Plan Recommendations

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and appointed City Clerk of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF BILLINGS, MONTANA, THE QUESTION OF ISSUING GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED ONE HUNDRED FORTY THREE MILLION DOLLARS ($143,000,000) FOR THE PURPOSE OF PAYING COSTS OF PARKS, TRAILS AND RECREATION IMPROVEMENTS IN THE CITY AND COSTS ASSOCIATED WITH THE SALE AND ISSUANCE OF THE BONDS" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council at a regular meeting on July 10, 2023, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council members voted in favor thereof: _____

_____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this __ day of _____, 2023.

_____
Denise Bohlman, City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF BILLINGS, MONTANA, THE QUESTION OF ISSUING GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED ONE HUNDRED FORTY THREE MILLION DOLLARS ($143,000,000) FOR THE PURPOSE OF PAYING COSTS OF PARKS, TRAILS AND RECREATION IMPROVEMENTS IN THE CITY AND COSTS ASSOCIATED WITH THE SALE AND ISSUANCE OF THE BONDS

BE IT RESOLVED by the City Council (the "Council") of the City of Billings, Montana (the "City") as follows:

Section 1. Recitals.

1.01. Authorization. Pursuant to Section 7-16-4104, Montana Code Annotated ("MCA"), upon approval of the qualified electors of the City, the City is authorized to issue general obligation bonds pledging the general credit of the City for the purpose of purchasing and improving lands for public parks and grounds; procuring by purchase, construction or otherwise various cultural, social or recreational facilities, including civic centers, and furnishing, equipping, repairing or rehabilitating such facilities; provided that such indebtedness will not cause the total indebtedness of the City to exceed 0.9% of the total assessed value of taxable property of the City, determined as provided in Section 15-8-111, MCA, ascertained by the last assessment for state and county taxes. The Council is authorized pursuant to Section 7-7-4223, MCA, to call a bond election by adopting a resolution to that effect.

1.02. Proposed Improvements; Bonds. The Council has determined that it is in the best interest of the City and its citizens to improve the City's parks, trails, and recreation properties and facilities to provide greater recreational opportunities for all citizens. Therefore, the Council hereby determines that there should be submitted to the qualified electors of the City the question of whether the Council shall be authorized to sell and issue bonds of the City for the purpose of providing funds to pay the costs of designing, constructing, improving, installing, and equipping City parks and recreation properties and facilities in the Heights, Downtown, South Side and West End of the City to improve the health and safety of the City through increased recreational opportunities for all citizens, including funds for repairs and improvements to existing City parks, trails, and playgrounds, thereby providing more equitable access to City recreation properties and facilities, for leveraging and/or matching state and federal grants and other sources for parks and recreation improvements, for a new recreation center to be located on the south side of the City, and for park properties, facilities and trails at the new water reservoir; and to pay the costs associated with the sale and issuance of the bonds. It is the judgment of the Council that the total principal amount of up to $143,000,000 in general obligation bonds will be necessary to carry out the purpose set forth above. It is also the judgment and determination of the Council that such general obligation bonds may be issued in multiple series, each series payable during a term not to exceed twenty (20) years.

1.03. Debt Limitation. The Council acknowledges that, based on the total assessed value of taxable property in the City applicable for fiscal year 2023 ($14,257,070,989), the City is

authorized to issue $128,313,639 in principal amount of general obligation bonds for cultural, social and recreational purposes under Section 7-16-4104, MCA. If the electors approve the issuance of up to $143,000,000 in principal amount of general obligation bonds, the Council will issue bonds in such amounts and at such times that the issuance of such bonds will not cause the City to exceed its general obligation indebtedness limitation under Section 7-16-4104, MCA, taking into account other outstanding indebtedness issued under Section 7-16-4104, MCA, including the City's General Obligation Refunding Bonds, Series 2015, which were issued to refinance the baseball stadium and related improvements in Athletic Park.

Section 2. Calling of the Election. The Council hereby calls and directs that a special City election be held on November 7, 2023, to be conducted in accordance with the provisions of Title 13, Chapter 19, Parts 1-3, MCA, for the purpose of voting on the following question:

> For the purpose of providing funds to pay the costs of designing, constructing, improving, installing, and equipping City parks, trails, and recreation properties and facilities in the Heights, Downtown, South Side and West End of the City to improve the health and safety of the City through increased recreational opportunities for all citizens, including funds for repairs and improvements to existing City parks, trails, and playgrounds, thereby providing more equitable access to City recreation properties and facilities, for leveraging and/or matching state and federal grants and other sources for parks and recreation improvements, for a new recreation center to be located on the south side of the City, and for park properties, facilities and trails at the new water reservoir; and to pay the costs associated with the sale and issuance of the bonds, shall the City of Billings, Montana (the "City") be authorized to issue and sell general obligation bonds of the City, in one or more series, in an aggregate principal amount not to exceed One Hundred Forty Three Million Dollars ($143,000,000), bearing interest at rates to be determined at the time of the sale, payable semiannually, during a term as to each series of bonds of not more than twenty (20) years?
>
> If this bond election is passed, based on the taxable value of the City in fiscal year 2023, and assuming the bonds are issued in one series at the interest rate of 4.00% per annum, the property taxes on a home with an assessed market value for tax purposes of $100,000 would increase by $64.28 per year; property taxes on a home with an assessed market value for tax purposes of $300,000 would increase by $192.83 per year; and property taxes on a home with an assessed market value for tax purposes of $600,000 would increase by $385.65 per year.[1] An increase in property taxes may lead to an increase in rental costs.

Section 3. Conduct of Election. All qualified electors of the City shall be entitled to vote at the bond election. The City Clerk is hereby authorized and directed to give notice of the call and details of this election to the Yellowstone County Election Administrator promptly, and in any event on or the before the date required by the Yellowstone County Election Administrator, to inform the Yellowstone County Election Administrator of the details of the special election

[1] To be updated to reflect fiscal year 2024 certified values, if possible.

and the pertinent requests and authorizations as to the conduct of the special election. The City, through the City Clerk, City Finance Director, City Administrator and/or other appropriate City officers and staff, shall coordinate with the Yellowstone County Election Administrator to update tax impact information on election materials to reflect fiscal year 2024 certified values, if possible. The Yellowstone County Election Administrator is requested to give notice of the close of registration and thereafter prepare printed lists of the qualified electors in the City entitled to vote in the election in the City and to conduct the election in the form and manner prescribed by law and consistent with the mail ballot plan.

Section 4. Notice of Election. The City Clerk is hereby authorized and requested to cause notice of the call and holding of the election to be given by publishing notice at least three times, no earlier than 40 days and no later than 10 days before the election, in the *Yellowstone County News*, a newspaper of general circulation in Yellowstone County. The notice of election as published shall read substantially as shown on Exhibit A hereto (which is incorporated by reference and made a part hereof), provided that tax impact information will be updated with fiscal year 2024 certified values, if possible.

Section 5. Form of Ballot. The ballot shall be printed in substantially the following form (with tax impact information to be updated with fiscal year 2024 certified values, if possible):

[remainder of page intentionally left blank]

FORM OF OFFICIAL BALLOT

CITY OF BILLINGS PARKS, TRAILS, AND FACILITIES
GENERAL OBLIGATION BOND

INSTRUCTIONS TO VOTERS: Completely fill in the oval using a blue or black ink pen before the words "BONDS—YES" if you wish to vote for the bond issue; if you are opposed to the bond issue, completely fill in the oval using a blue or black ink pen before the words "BONDS—NO."

For the purpose of providing funds to pay the costs of designing, constructing, improving, installing, and equipping City parks, trails, and recreation properties and facilities in the Heights, Downtown, South Side and West End of the City to improve the health and safety of the City through increased recreational opportunities for all citizens, including funds for repairs and improvements to existing City parks, trails, and playgrounds, thereby providing more equitable access to City recreation properties and facilities, for leveraging and/or matching state and federal grants and other sources for parks and recreation improvements, for a new recreation center to be located on the south side of the City, and for park properties, facilities and trails at the new water reservoir; and to pay the costs associated with the sale and issuance of the bonds, shall the City of Billings, Montana (the "City") be authorized to issue and sell general obligation bonds of the City, in one or more series, in an aggregate principal amount not to exceed One Hundred Forty Three Million Dollars ($143,000,000), bearing interest at rates to be determined at the time of the sale, payable semiannually, during a term as to each series of bonds of not more than twenty (20) years?

If this bond election is passed, based on the taxable value of the City in fiscal year 2023, and assuming the bonds are issued in one series at the interest rate of 4.00% per annum, the property taxes on a home with an assessed market value for tax purposes of $100,000 would increase by $64.28 per year; property taxes on a home with an assessed market value for tax purposes of $300,000 would increase by $192.83 per year; and property taxes on a home with an assessed market value for tax purposes of $600,000 would increase by $385.65 per year.[2] An increase in property taxes may lead to an increase in rental costs.

⬭ BONDS – YES

⬭ BONDS – NO

[2] To be updated to reflect fiscal year 2024 certified values, if possible.

Section 6. Reimbursement Expenditures.

(a) For purposes of this Section 6, "project" means the parks, trails and recreation improvements as described in Section 1.02. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for a project within the scope of this resolution have been paid by the City before the date 60 days before the date of adoption of this resolution.

(c) The City reasonably expects to reimburse the expenditures made for costs of such a project out of the proceeds of bonds in an estimated maximum aggregate principal amount of up to $143,000,000 after the date of payment of all or a portion of the costs of such a project. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

(d) As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to such a project, other than pursuant to the issuance of the bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

(e) The City Finance Director shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the bonds or the project and shall specifically identify the actual original expenditure being reimbursed.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana on this 10th day of July, 2023.

_____
Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

NOTICE OF CITY OF BILLINGS PARKS, TRAILS, AND FACILITIES
GENERAL OBLIGATION BOND ELECTION
City of Billings, Montana
November 7, 2023

NOTICE IS HEREBY GIVEN by the City Council of the City of Billings, Montana (the "City"), that pursuant to a certain resolution duly adopted at a regular meeting of the Council on July 10, 2023, a special election of the registered voters of the City will be held on November 7, 2023, for the purpose of voting on the following question:

> For the purpose of providing funds to pay the costs of designing, constructing, improving, installing, and equipping City parks, trails, and recreation properties and facilities in the Heights, Downtown, South Side and West End of the City to improve the health and safety of the City through increased recreational opportunities for all citizens, including funds for repairs and improvements to existing City parks, trails, and playgrounds, thereby providing more equitable access to City recreation properties and facilities, for leveraging and/or matching state and federal grants and other sources for parks and recreation improvements, for a new recreation center to be located on the south side of the City, and for park properties, facilities and trails at the new water reservoir; and to pay the costs associated with the sale and issuance of the bonds, shall the City of Billings, Montana (the "City") be authorized to issue and sell general obligation bonds of the City, in one or more series, in an aggregate principal amount not to exceed One Hundred Forty Three Million Dollars ($143,000,000), bearing interest at rates to be determined at the time of the sale, payable semiannually, during a term as to each series of bonds of not more than twenty (20) years?
>
> If this bond election is passed, based on the taxable value of the City in fiscal year 2023, and assuming the bonds are issued in one series at the interest rate of 4.00% per annum, the property taxes on a home with an assessed market value for tax purposes of $100,000 would increase by $64.28 per year; property taxes on a home with an assessed market value for tax purposes of $300,000 would increase by $192.83 per year; and property taxes on a home with an assessed market value for tax purposes of $600,000 would increase by $385.65 per year.[3] An increase in property taxes may lead to an increase in rental costs.

The election will be conducted solely by mail ballot. Ballots will be mailed to all eligible registered electors on October 18, 2023, and must be returned by each voter (1) by mail, to the Yellowstone County Election Administrator, P.O. Box 35002, Billings, MT 59107, or (2) delivered in person to the Yellowstone County Election Office located at 217 N. 27th Street,

[3] To be updated based on fiscal year 2024 certified values, if possible.

Room 101, in Billings, Montana during regular business hours (8:00 a.m. to 5:00 p.m.) weekdays (exclusive of holidays) October 19, 2023 through November 6, 2023.

If returning by mail, please use the then-prevailing first-class-postage price or one Forever Stamp. Postmark date does not apply; ballots returned by mail must be received by the 8:00 p.m. Election Day deadline to be counted.

On Election Day, November 7, 2023, the only places for deposit of voted ballots will be the office of the Yellowstone County Election Administrator in the Yellowstone County Election Office located at 217 N. 27th Street, Room 101, in Billings, Montana, and such other ballot drop-off locations as are identified in the election instructions provided by the Yellowstone County Election Administrator, which will be open from 7:00 a.m. to 8:00 p.m. All ballots will be tallied in the office of the Yellowstone County Election Administrator on November 7, 2023 as required by law.

A qualified voter who will be absent during the time the election is being conducted may:

(a) vote in person in the office of the Yellowstone County Election Administrator as soon as the ballots are available and until 8:00 p.m. on Election Day; or

(b) make a written request prior to noon on November 6, 2023, signed by the applicant and addressed to the office of the Yellowstone County Election Administrator requesting the ballot be mailed to an address other than that which appears on the registration records.

An elector may obtain a replacement ballot if his or her ballot is destroyed, spoiled, lost, or not received by the elector, by filling out and mailing, emailing, or faxing back a completed replacement ballot request form or by personally appearing at the office of the Yellowstone County Election Office located at 217 N. 27th Street, Room 101, in Billings, Montana.

Electors who miss the close of registration deadline may register late and vote in the election if the County Election Administrator receives and verifies the electors' voter registration information prior to 8 p.m. on November 7, 2023.

DATED this ____ day of _____, 2023.

/s/ K.V. Aldrich
Yellowstone County Election Administrator

Publish: October 8, October 15, and October 22, 2023

Parks and Recreation Staff Recommendation for GO Bond

Billings
PARKS
AND RECREATION

2022/2023 Council Strategies & Priorities

Increase parks, trails, recreation, and cultural investments

Determine level of capital investment to be proposed to voters in 2023 for the multi-generational recreation center and a corresponding strategy for executing on those capital investments.

Determine level of capital investment to be proposed to voters in 2023 for additional park and trail development and a corresponding strategy for executing on those capital investments.

Determine level of maintenance and operation expenses for parks, trails, and recreation facilities to be proposed to voters in 2023 to meet the needs of our community long term.

Parks, Recreation and Trails Funding Issues

Parks and Recreation Funding Vision

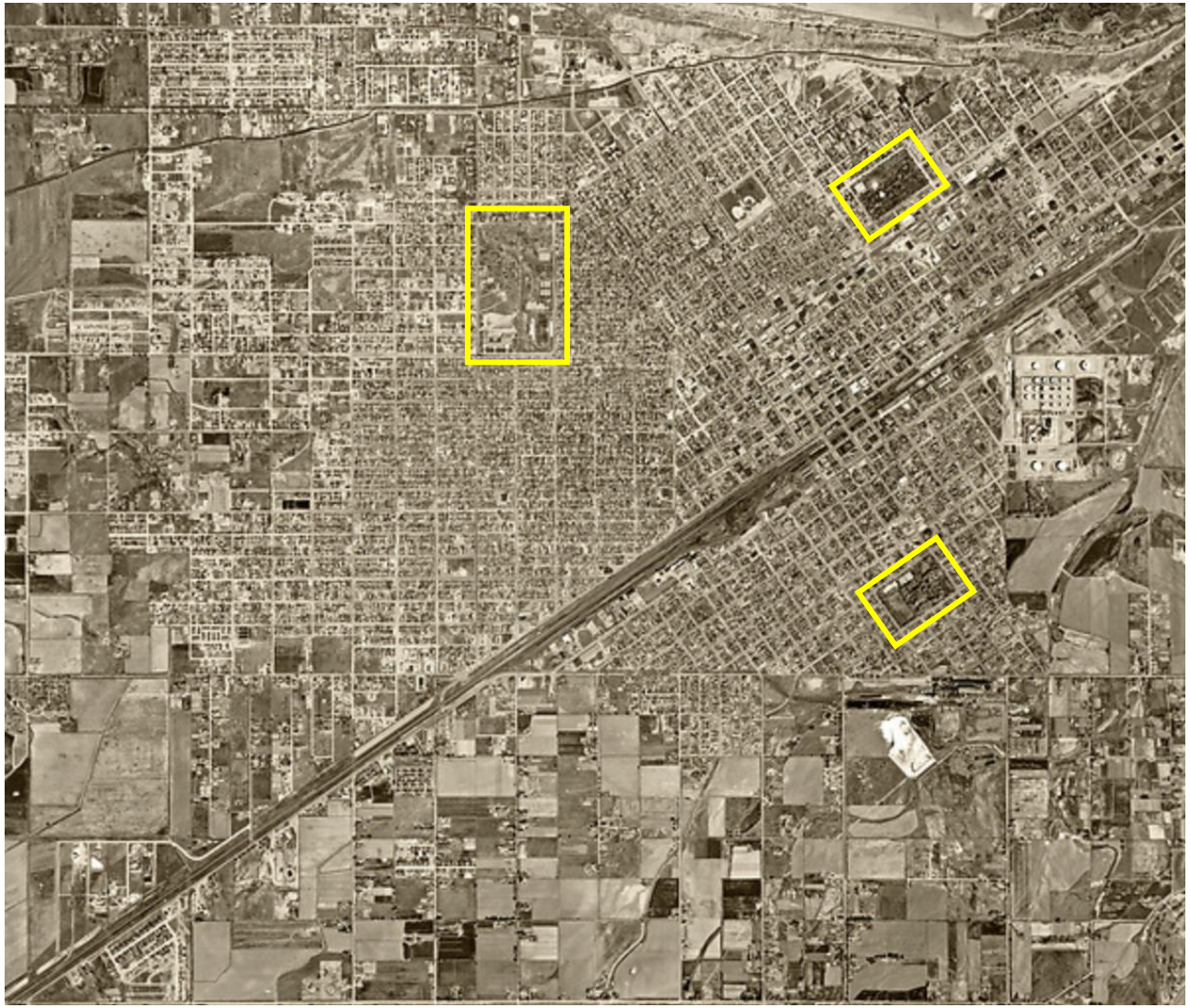
- The City of Billings is in a unique position to maintain and grow our award winning parks and recreation system and address the challenges described above. Just like Billings' founders had incredible foresight to build iconic parks like Pioneer, North and South, we can find a pathway forward to meet the current and future needs that will benefit generations to come.

Parks and Recreation Funding Vision



The City of Billings has an incredible opportunity to chart the course for the Parks and Recreation Department into the future.

Map of Old Billings



Potential NEW Park, Trail and Recreation Development

• Multi-Generational Community Recreation Center	$113,000,000
• Stagecoach Trail	$ 5,500,000
• Cottonwood Park	$ 20,000,000
• Castle Rock Park	$ 16,000,000
• Coulson Park	$ 21,000,000
• West End Reservoir Park	$ 8,000,000
• South Park Pool	$ 16,500,000
• Zimmerman and North Centers	$ 8,000,000
• Centennial Park	$ 4,000,000
• Poly Vista Park	$ 5,000,000
• Downtown Trails	$ 3,000,000
• Indoor Tennis/Pickleball	$ 5,000,000
• Trail Projects	$ 6,150,000
TOTAL	**$231,150,000**

Deferred/Adjusted Projects

• Castle Rock Park	Defer indoor pool construction	$4.0M
• Cottonwood Park	Defer	$19.0M
• Coulson Park	Defer	$19.0M
• Downtown (5th Ave)	Defer	$6.0M
• Tennis Center	Defer	$5.0M
• West End Reservoir	Defer	$2.0M
• South Pool	Defer	$2.0M
• Poly Vista	Defer	$1.0M
• Rec. Center	Defer	$2.0M
	TOTAL	**$60.0M**

Project	Estimate	Reductions	Budget
Castle Rock Park	$ 12,000,000	$ -	$ 12,000,000
Centennial Park	$ 8,000,000	$ -	$ 8,000,000
Cottonwood Park	$ 20,000,000	$ 19,000,000	$ 1,000,000
Coulson Park	$ 16,000,000	$ 14,000,000	$ 2,000,000
Poly Vista Park	$ 5,000,000	$ 1,000,000	$ 4,000,000
Rec Center	$ 113,000,000	$ 2,000,000	$ 111,000,000
South Park Pool Renovation	$ 10,000,000	$ -	$ 10,000,000
Stagecoach Trail	$ 5,535,000	$ -	$ 5,535,000
Trails Projects	$ 6,150,000	$ -	$ 6,150,000
Water Reservoir	$ 8,000,000	$ 2,000,000	$ 6,000,000
Zimmerman & North Park Centers	$ 8,000,000	$ -	$ 8,000,000
Total	$ 211,685,000	$ 38,000,000	**$ 173,685,000**

Project	Available Funds	Bonded Amount	MEDIAN Taxpayer Cost
Castle Rock Park	$ -	$ 12,120,000	$ 13.72
Centennial Park	$ -	$ 8,080,000	$ 9.15
Cottonwood Park	$ 400,000	$ 606,000	$ 0.69
Coulson Park	$ -	$ 2,020,000	$ 2.29
Poly Vista Park	$ -	$ 4,040,000	$ 4.57
Rec Center	$ 25,000,000	$ 86,860,000	$ 98.31
South Park Pool Renovation	$ -	$ 10,100,000	$ 11.43
Stagecoach Trail	$ 4,830,000	$ 712,050	$ 0.81
Trails Projects	$ 2,045,000	$ 4,146,050	$ 4.69
Water Reservoir	$ -	$ 6,060,000	$ 6.86
Zimmerman & North Park Centers	$ -	$ 8,080,000	$ 9.15
Total	$ 32,275,000	$ 142,824,100	$ 161.66

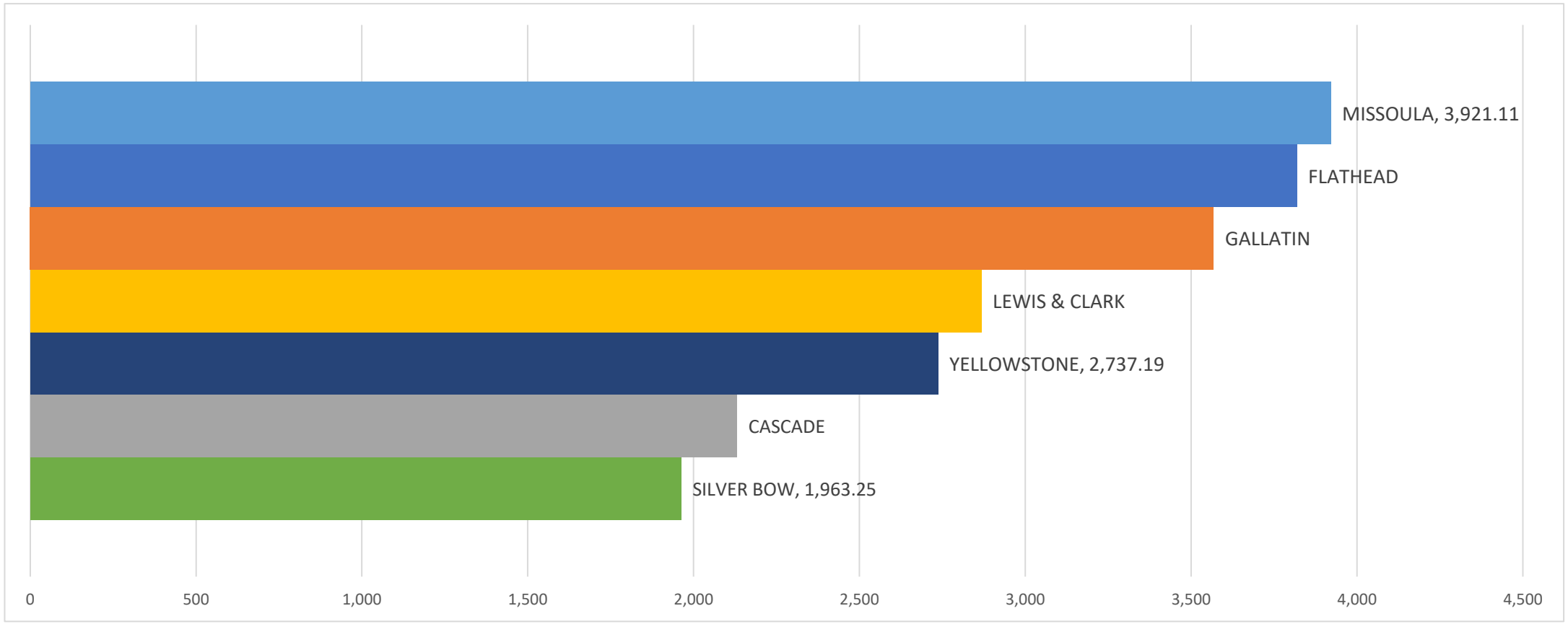
Median taxpayer cost $160–$164 per year

Cost to Average Home Owner

Average $50.00 tax/$100,000 in home value

Home Comparison slide

2022 County Tax Bill – Median Home



Source: Montana Department of Revenue

Castle Rock Park



Castle Rock Park (MP 2021)

• Master Plan Estimate	$10,875,900
• Soft Costs 37%	$ 4,024,080
○ Design / Construction Admin.	
○ Construction Contingency	
SUB-TOTAL	$14,899,980
• Escalation 2022 @ 9%	$1,341,000
TOTAL	**$16,240,980**

Castle Rock Park (MP 2021)

$12,000,000 - Final list of amenities to be determined by community input.

- Event Pavilion
- Amphitheater
- Adult exercise Equip.
- Art/Sculpture
- Basketball/Pickleball Ct.
- Community Center
- Signage
- Splash Pad Upgrade
- Indoor Pool
- Market Space
- Sm. Parking (for event pavilion)
- Picnic Seating
- Pump Track
- Sand Volleyball
- Shelters (5)
- Sidewalk Loop Trail
- Trees
- Misc. Bike Racks, Water Bottle Filler, Pond Aerator, etc.

Centennial Park


LEGEND:
IRRIGATED LAWN, TYPICAL
IRRIGATED LAWN AT DOG PARK
EXISTING LAWN AREA, IRRIGATION SYSTEM TO BE REPLACED
EXISTING LAWN AREA, IRRIGATION SYSTEM REMAINS (MODIFICATIONS MAY BE REQUIRED)
ASPHALT PAVING
CONCRETE WALKWAYS AND WORK
6' HIGH CHAIN LINK FENCE AT DOG PARK, 12' HIGH AT BASKETBALL/TENNIS/PICKLEBALL
EXISTING FENCE
DRINKING FOUNTAIN
WELL
LANDSCAPE BOULDERS 2-3' DIAMETER
SHADE STRUCTURE
EXISTING TREES
DECIDUOUS ORNAMENTAL TREES (30)
DECIDUOUS SHADE TREES (161)
EVERGREEN TREES (54)
PLANTER AREA
NOT FOR CONSTRUCTION
CENTENNIAL PARK: DESIGN DEVELOPMENT
REVISED MASTER PLAN
COPYRIGHT 2019
STEINER THUESEN PLLC
DRAWN BY: GSS
DATE: 12/27/19
CHECKED BY: NDS
DATE: 1/13/20
REV:
REV:
SHEET L1
NORTH
0 25 50 100
HOWARD AVENUE
SYCAMORE STREET
PARKING - 32 SPACES
PARKING - 42 SPACES
EXISTING BASEBALL
EXISTING BASEBALL
EXISTING BASEBALL
SERVICE ACCESS
MULTI-PURPOSE OPEN SPACE
SHELTER FOR 100
BASKETBALL / PICKLEBALL
RESTROOMS
FUTURE SPLASHPAD
FUTURE PLAYGROUND
BIO-SWALE
PARKING - 8 SPACES
MONUMENT SIGN
BIKE RACK
SHELTER FOR 35
ADA PATH
DOG OFF LEASH (LARGE DOG)
DOG OFF LEASH (SMALL DOG)
EXISTING BASEBALL FIELD
DETENTION POND
BERM
AGILITY TRAINING
BERM & BOULDER SCRAMBLE
MULTI-PURPOSE OPEN SPACE
DOG OFF LEASH (LARGE DOG)
DOG OFF LEASH (SMALL DOG)
BERM
SERV
SERV
SERV

Centennial Park (Const. 2019)

• Recent Construction Estimate		$2,498,450
• Soft Costs 37%		$ 924,425
○ Design / Construction Admin.		
○ Construction Contingency		
	SUB-TOTAL	$3,422,875
• Escalation		$ 765,845
○ 2020 @ 3%		
○ 2021 – 2022 @ 9%		
	TOTAL	**$4,188,720**

Centennial Park (Const. 2019)

$8,000,000 - Final list of amenities to be determined by community input.

- Ball Field Irrigation
- Plaza at Field
- Lg. Shelter
- Sm. Shelter
- Dog Park Trail
- Playground site
- Playground Equipment
- Splash Pad
- Sport Court
- Parking Lot #2
- Parking Lot #3
- Fabric Shelter (playground shade)
- Trees/Landscape
- Misc. Site Furnishings
- **Community Center**

Coulson Park



Coulson Park (MP 2020)

• Master Plan Estimate		$12,680,410
• Soft Costs 40%		$ 5,072,160
○ Design / Construction Admin.		
○ Construction Contingency		
	SUB-TOTAL	$17,752,570
• Escalation		$ 3,339,260
○ 2021 – 2022 @ 9%		
	TOTAL	**$21,091,830**

Coulson Park (MP 2020)

$2,000,000 Final list of amenities to be determined by community input.

- Demo
- Site Infrastructure, Pond and Creek
- Coulson South
- River North
- Coulson Central
- Bike Park
- Dog Park
- Railroad ROW Trail Access

Poly Vista Park



Poly Vista Park (MP 2017)

• Master Plan Estimate		$2,921,855
• Soft Costs 37%		$1,081,090
○ Design / Construction Admin.		
○ Construction Contingency		
	SUB TOTAL	$4,002,940
• Escalation		$1,193,950
○ 2018 – 2020 @ 3%		
○ 2021 – 2022 @ 9%		
	TOTAL	**$5,196,890**

Poly Vista Park (MP 2017)

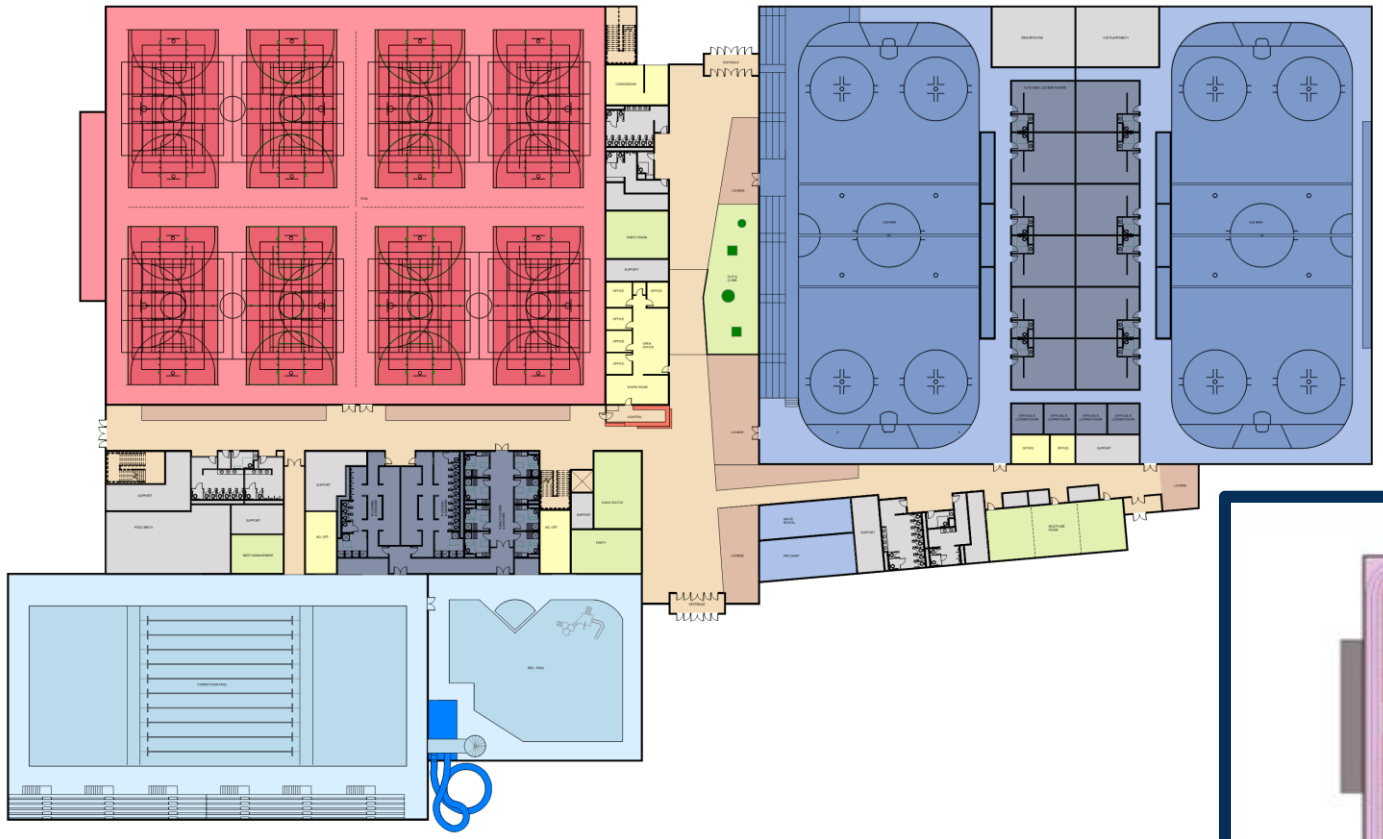
$4,000,000 - Final list of amenities to be determined by community input.

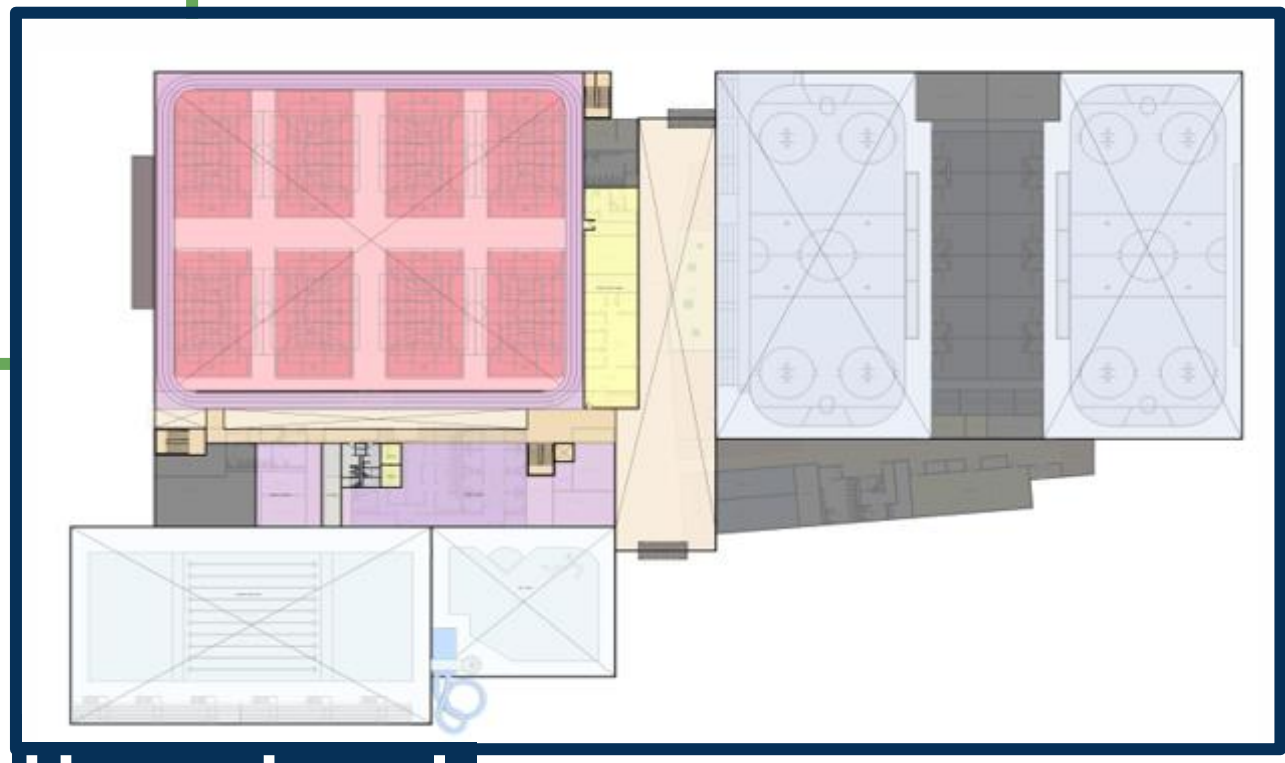
- Site Hardscape
  - Concrete Pavement
  - Pedestrian Bridge
  - Culvert Crossing
  - Rock Retaining Wall/Seating
  - Stairs & Soft Surface Trail
- Buildings & Structures
  - Restroom @ Fields
  - Lg. Shelter
  - Lg. Shade Sails
  - Sm. Shelter
  - Sm. Shade Sails
  - Maintenance Shed
- Recreation & Play Equipment
  - Playground Equip. (Donation)
  - Fall Protection (Donation)
  - Splash Pad
  - Exercise Station
  - Misc. Curbing, base, etc.
  - Batting Cage
  - Bank Shot Game
- Landscape

Billings Multi-Generational Recreation Center



Main Level





Upper Level

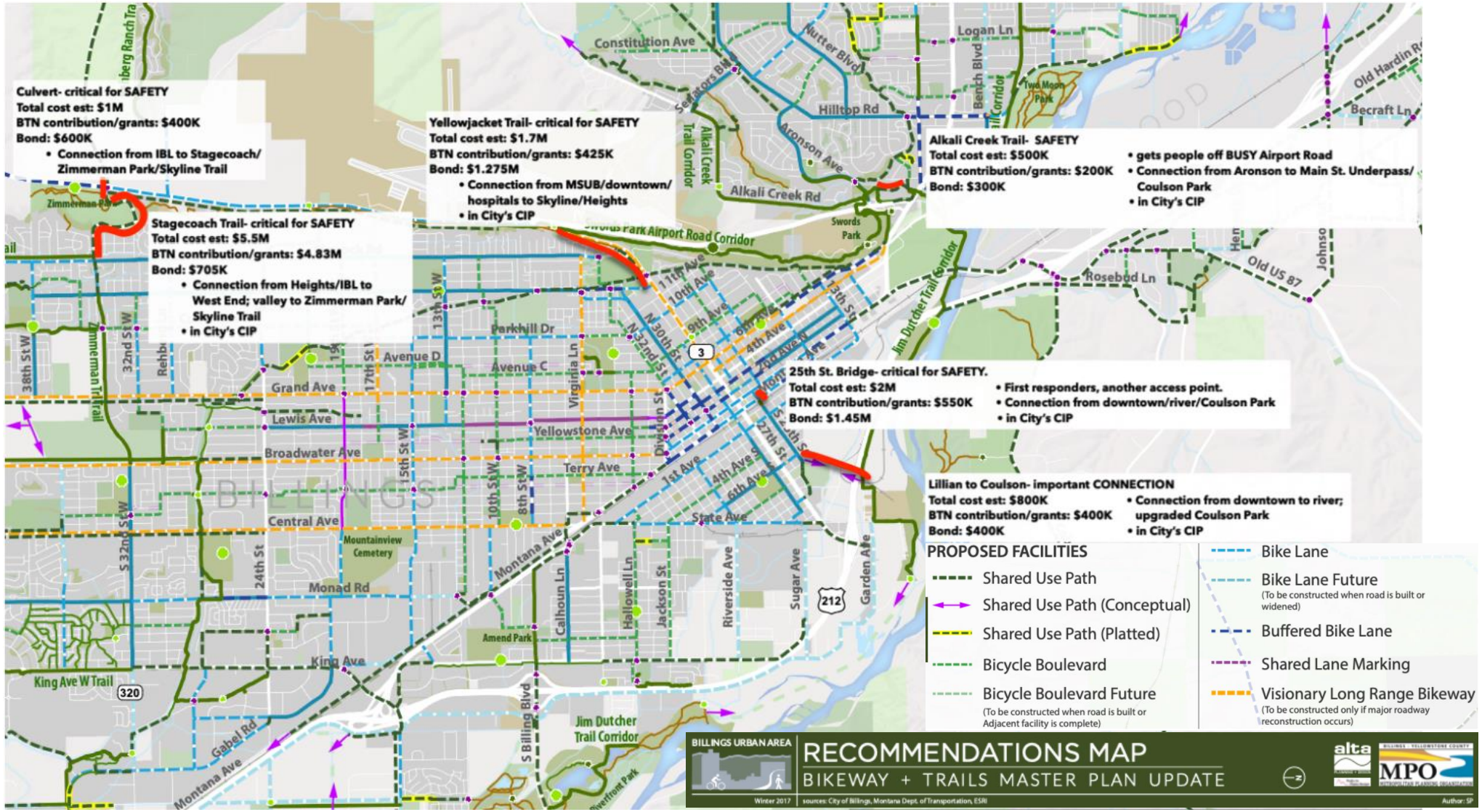
Multi-Generational Recreation Center

- Project Estimate $111,000,000
- TIFF District Funds $25,000,000

TOTAL **$86,000,000**



Trail Projects



Trail Projects



Lillian to Coulson	$800,000
25th St. Bridge	$2,000,000
Tunnel Highway 3	$1,000,000
Yellowjacket Trail (27th St. N)	$1,700,000
Alkali Cr. To Main Street	$500,000
Wayfinding	$150,000
Total	**$6,150,000**

Construction Management



Construction management will be done as a team utilizing experts from across the City from Public Works, Administration, Facilities and Parks along with paid consultants when needed.

Plan toActivate Parks

"Building a Sense of Community"

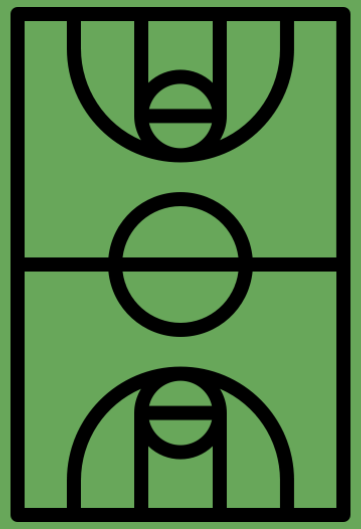
Walking/Loop Trails



Playgrounds



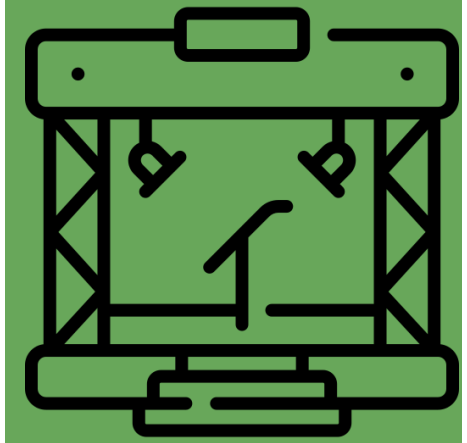
Pickleball, Tennis, Basketball Courts



Picnic Shelters



Event Pavilions



Activate Parks with Expanded Recreation

"Bringing Recreation to all Parts of Town"

- **Regional Park Community Centers (1-2 Mile Radius)**
  - Heights - Castle Rock Park
  - Northside - North Park
  - Core - Pioneer Park (Zimmerman Center)
  - Southside - South Park Pool
  - Westend - Centennial Park
- **Multi-purpose Space**
  - After-school activities, summer camps, arts/crafts, performing arts, educational programs
- **eSports / Tech Centers -** teenage and senior social engagement
- **Youth / Adult Activities -** volleyball, basketball, pickleball, indoor soccer, dance, gymnastics
- **Senior Wellness / Fitness Programs –** Gentle Yoga, Zumba Gold, strength/balance training, Sit & Get Fit
- **Kitchen Areas** - nutrition and special interest programs
- **Community Gatherings / Events** - rental groups and business meetings

Activate Parks with Expanded Recreation

Regional Park Community Centers (1-2 Mile Radius)

Multi-Purpose Spaces for:

- After-school Activities
- Summer Camps
- Arts/Crafts
- Performing Arts
- Educational Programs





"Bringing Recreation to all Parts of Town"

Activate Parks with Expanded Recreation

Regional Park Community Centers (1-2 Mile Radius)

eSports / Tech Centers

- Teenage Tournaments
- Teenage Leagues
- Senior Computer Classes



"Bringing Recreation to all Parts of Town"

Activate Parks with Expanded Recreation

Regional Park Community Centers (1-2 Mile Radius)

Youth & Adult Activities

- Volleyball
- Basketball
- Pickleball
- Indoor Soccer
- Dance
- Gymnastics





"Bringing Recreation to all Parts of Town"

Activate Parks with Expanded Recreation

Regional Park Community Centers (1-2 Mile Radius)

Senior Wellness Programs

- Strong & Fit
- Gentle Yoga
- Zumba Gold
- Strength/Balance Training
- Sit & Get Fit





"Bringing Recreation to all Parts of Town"

Activate Parks with Expanded Recreation

Regional Park Community Centers (1-2 Mile Radius)

Kitchen Areas

- Cooking Classes
- Kids in the Kitchen
- Discovering Nutrition
- Special Interest Programs





"Bringing Recreation to all Parts of Town"

Activate Parks with Expanded Recreation

Regional Park Community Centers (1-2 Mile Radius)

Community Events

- Rental groups
- Business meetings



"Bringing Recreation to all Parts of Town"

Bringing Recreation to Your Neighborhood

"Building a Sense of Community"

Rec2U

- We are bringing **Rec 2U** at Highland and Hawthorne Parks
- Pilot Program Summer 2023
- **FREE** activities, multi-sports, games, crafts, etc.
- Activating Neighborhood Parks
- Advancing Crime Prevention





Bringing Recreation to Your Neighborhood

"Building a Sense of Community"

Rec2U - Future Recreation Program Development

- Pilot Program 2023 at Highland and Hawthorne Parks
- Expansion in 2024 to 8 Parks
- Future Expansion Based on Community Needs
  - **Free Summer Activities to Advance Crime Prevention**
  - Activate Neighborhood Parks





Safety

- Green space leads to **lower crime rates**, but space is not enough to ensure safety.
- Parks and facilities must be **well-maintained and well-programmed** to positively impact communities - sending a message that the city and **all communities are valued**.
- Activated parks serve as a community hub: public spaces, trails, shelters, facilities, programming, and community events (day-time and evening).
  - Improvement of *all* parks will ensure that crime is not pushed from one well-activated space to another less-active space.





Overarching Goal: PRPL as an Essential Service

- According to NIH studies, your **zip code says more about your health** than any other indicator.

- Your neighborhood can impact your health
  - 69% of Billings residents have a park within 10-minute walk (TPL)
  - The median for most populous US cities is 74%
  - **Billings is lower** than other large cities in Montana.

- Provide this essential service **equitably**, to communities across Billings
  - from the Heights to the West End
  - from the South Side to the Rims



Impacts on Health

- Parks, public lands, and urban forestry improves the **quality of life** in cities
  - increasing property values
  - improving overall health
  - empowering neighborhoods

- Green space exposure corresponds with improved physical health, including decreases in stress, blood pressure, heart rate, and risk of chronic disease (NIH)
  - Children with access to parks and facilities have shown decreased prevalence of obesity

- Access for all age groups:
  - This includes a growing baby-boomer population
  - By 2030 over 20% of the population will be 65 and older (US Census Bureau)



Where do we go from here?

Direction from Council on resolution



Council Vote for Resolution



Voter Approval



Comprehensive Plan Recommendations Update

Administration:

1. **Establish formal agreements for all partners:** Agreements have been completed with Par 3, BALBB, APDC, Songbird Community Garden and the agreements with the Mustangs and BSA continue.

2. **Seek to expand facilities according to prioritized needs and to meet service level standards for projected 2032 population:** Staff has presented numerous proposals over the last year outlining potential facility expansions. Hope to go to a public vote in November.

3. **Diversify department funding sources:** Staff is always looking for grant funding sources, and work closely with Partners for Parks seeking donations.

4. **Utilize budget resources to complete identified critical capital improvements:** Ongoing guided by CIP. Completed projects include Arrowhead Park playground, Central Park tennis court rebuild, Comanche Park playground, Hawthorne Park shade structures, Lillis Park playground replacement, North Park irrigation system update, Poly Vista Park irrigation system update, Ponderosa Park playground replacement, Riverfront Park road improvements, Rose Park playground replacement, Terry Park playground replacement and Terry Park shelter.

5. **Implement sustainable capital improvements as budget allows.** This is dependent on the bond proposal.

6. **Pursue visionary capital improvements over the long-term.** This is dependent on the bond proposal.

7. **Divest of parkland that can't / won't be developed:** Ongoing, staff continues to identify potential parkland that won't be developed and has potential for disposal.

8. **Implement changes to subdivision regulations to allow for "growth to pay for itself":** Staff have met with the Planning Department to outline Comp Plan recommendations proposing changes to subdivision regulations.

9. **Implement or update key department policies:** No formal policies have been established at this time.

10. **Use Adopt-a-Trail, Adopt-a-Park, and Operational Partnership programs to reduce park maintenance costs:** Active volunteer program to assist in maintenance and providing maintenance support. Including trail program, park cleanups, and working closely with the Partners for Parks Foundation, Great American Cleanup and Refresh the Rims.

Maintenance:

1. **Establish clear roles and responsibilities between Parks and Public Works for trail maintenance:** An agreement has been reached with Public Works clearly defining roles and responsibilities for trail maintenance, and identifying areas where we can cooperate in maintenance activities.

2. **Implement a work order management system to track lifecycle maintenance requirements tied to weekly and monthly work orders:** Implementation of City Works within the Parks has begun. Delay in implementation is due to the lack of accurate asset inventory.

3. **Use the work order management system to track unit activity costs and then analyze internal cost vs the cost of using a third-party vendor:** Implementation of City Works within the Parks has begun. Delay in implementation is due to the lack of accurate asset inventory.

4. **Reduce windshield time by constructing basic satellite maintenance yards in the Heights and the West End:** The Dept. has proposed additional maintenance facilities in the CIP. Staff has implemented several practices that lower windshield time including transporting mowers on trailers, centralized irrigation control system, remote pumpstation monitoring, AVL vehicle tracking system in vehicles, PlotBox cemetery software, proper weed control and fertilization. The centralized irrigation controllers have made a dramatic impact on windshield time. Staff no longer have to go to each irrigation controller to reset run times or rain delay the system. All of this can be accomplished anywhere from their phone. The same is true with pump station monitoring. Staff can tell the status of a pump station and adjust settings from their phone instead of traveling to each station.

5. **Increase parks maintenance budget and staff to meet best practice cost per acre standards:** The Dept. continues to propose staff changes to meet best practice. An outline has been proposed to increase spending over 5 years to reach best practices.

6. **Customize maintenance best practice standards to meet the values of the Billings community, and ensure standards are met whether work is performed internally or by a third-party vendor:** The Department works closely with all user groups to meet standards required. An example would be the maintenance services provided to the Amend Park Development Council to provide high quality soccer pitches.

7. **Use the strategic implementation matrix to develop and prioritize work plans:** Strategic implementation matrix has yet to be developed.

8. **Measure cost of service for the Urban Forestry Division:** Dependent on Work Order Management System?

9. **Measure cost of service for the Cemetery Division:** Dependent on Work Order Management System?

10. **Consider improvements at Mountview Cemetery including developing unused areas, paving all roads and trails, and identifying exercise and historical trails:** Currently implementing PlotBox to accurately map location of each grave with pertinent data. CIP includes new pump station and development of Section 15.

Recreation

1. **Refine recreation program offerings to reduce low enrollment or cancelled programs due to no enrollment:** Recreation staff continues to develop and offer new programs based on community interest and national trends. Enrollment continues to increase and the limiting factor for growth is space. The bond plan increases locations for programing recreational activities which will allow the Department to experiment with even more options.
2. **Expand programming in areas of prioritized need:** Recreation staff continues to develop and offer new programs based on community interest and national trends. Started Rec2U program in June with plans to expand the program to additional parks in 2024. Space continues to be the limiting factor in growing all recreational programs.
3. **Classify all programs and services as Essential, Important, or Value-Added and establish a pricing policy to meet the cost recovery goals for each program:** Recreation Staff annually evaluates program success based on user experience and enrollment. Current pricing covers all direct costs, however an overall pricing policy has yet to be established.

City Council Regular

Date:	07/10/2023
Title:	Resolutions to Amend the City Limits of Annexation Map and Annexation Policy - Public Hearing
Presented by:	Wyeth Friday
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	NA

RECOMMENDATION

The City Annexation Committee recommends the City Council conduct a joint public hearing and adopt the Resolution to Amend the Limits of Annexation Map and the Resolution to Amend the City Annexation Policy and Corresponding Annexation Map format changes. After taking public comment during the hearing, this item will require two actions by Council one on each of the two resolutions attached.

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

To provide guidance on Annexation Policy and Map amendments, an Annexation Committee, consisting of representatives from Administration, Airport, Fire, Parks, Planning, Police, Public Works, and Transit advises the City Council. The Committee meets to review the Annexation Policy, discuss revisions to the map, and develop strategies for long-term growth management and service delivery. The Committee usually solicits requests from private property owners and considers any City-initiated amendments to the Annexation Map each winter/spring with the City CIP review/approval. The Committee is recommending changes to the map in three areas as described below and shown on the attached draft Limits of Annexation Map. The Committee is also recommending Annexation Policy and Map Format changes. The three specific location Map amendments recommended and the Policy and Map changes recommended should be acted on in two motions, with the two resolutions that apply to them that are attached to this memo.

The City Council first adopted an Annexation Policy and accompanying Map 19 years ago in May 2002 and it was most recently amended in 2017. The original adoption of the Policy was driven by annexations in the early 2000s of areas like Rehberg Ranch and Briarwood that were placing significant service demands on City services and the Council realized it needed a formal process and criteria to make future annexation decisions. To provide guidance on Annexation Policy and Map amendments, an Annexation Committee was formed to advise the City Council. The current adopted policy established two limits of annexation. The City Annexation Petition Area (Red) defines an area where annexation petitions may be supported in the short term. The Long Range Urban Planning Area (Orange) covers areas where City services may be extended but would require additional analysis and funding to support those services. The City of Billings has annexed about 6 square miles since 2004 (39 to 45 sq. mi.) when the Policy and Limits of Annexation Map were further refined to be similar to what they are today. The community's growth over this period has challenged the City's ability to balance serving new areas and maintaining a high level of service to present citizens. Recent discussions and funding efforts centered on the need to increase public safety services has been a core part of these service issues. These challenges have meant the Committee continues to be cautious in recommending any expansion of the annexation areas. However, ensuring proper municipal infrastructure is positioned to serve City expansion long term and that low-density County development does not occur in the way of these efforts are also critical elements in the community's sustainability. In this case, specific new development projects in, and on the edge of, the Long Range Urban Planning Area that the City wants to ensure are developed in the City to City standards for long term continuity of services and sustainability supports these map amendments.

Red Area Recommendations: The Annexation Committee is making three recommendations to City Council to expand the City Annexation Petition Area (See draft map attached). These areas are being recommended based on City Department analysis and evaluation, Council direction and action to provide municipal services where urban developed on City services and to City standards is desired, and based on long-range infrastructure and land use planning activity utility services in the Billings Heights, utility extension along the Central Avenue Corridor, and public safety considerations in far west Billings.

Dover Ranch (High Sierra) - This property is about 743 acres directly north of the now developing High Sierra Subdivision project that is building out north of the Annandale Road alignment, Lake Hills Golf Course, and Skyview High School. The applicant/developer is asking for inclusion in the City Annexation Petition Area so that they can gradually annex portions of the property over time and develop it for residential and neighborhood commercial type

use. While the residential development may be similar to the existing High Sierra development underway, the City's zoning code will require a mix of residential districts and densities as well as some neighborhood office or commercial elements to serve this large area. The full build out of the area over an estimated time horizon of 15-25 years, with assumptions of various residential districts and some commercial elements, is about 9,000 people.

-Water and Sewer Utilities: This area is expected to be served by City Water and Sewer given the proximity of these utilities in the High Sierra development south of the subject property. The ability to coordinate developer and City service extensions is feasible and will help to further loop and connect City infrastructure in this area. The City is aware that the County Water District of Billings Heights (CWDBH) is proposing a new water trunk line across the top of the subject property (Alexander Road alignment) and down the Gleneagles Boulevard alignment. Given the existing proximity of City Water lines in this area it does not make sense for the CWDBH to extend services where the City is already planning to provide water. City Administration, Public Works and Planning staff have informed CWDBH of the City's intent as part of comment on its water line extension project proposal.

-Transportation Infrastructure: There are multiple opportunities for transportation corridor connections to the subject property both from the south and, ultimately, the northeast via an extension of Alexander Road. Connections from the south include Gleneagles Boulevard (Principal Arterial), High Sierra Boulevard (Collector), Annandale Road (Minor Arterial) East/West) and Las Palmas (Local). These connections provide ample connectivity as well as shared infrastructure cost opportunities between the City and the developer as this area is built out over time.

-Public Safety Services: Recent passage of the Public Safety Mill Levy has created opportunity for public safety services to both address existing challenges in providing adequate response as well as planning for future service demands. While ultimate build out of this area over several decades may not be accommodated by current public safety service capacity, the Police Department and Fire Department have resources and have made recent changes in service delivery that equip them to handle initial expansion in this area. Added Police officers as well as the new Community Service Officers has helped with capacity across the City. Since the Police Department is already responding to the High Sierra and Lake Elmo areas of the City, connecting to new neighborhoods in this area over time can be accommodated. The subject property is within the Billings Urban Fire Service Area (BUFSA) and so is currently provided with fire protection through the BUFSA service agreement. The opening of Fire Station #8 on Lake Elmo Road will significantly improve response capacity in the entire Billings Heights area and the deployment of Mobile Response Teams (MRTs) is also reducing the demand on fire truck call responses to focus more on fire calls and leave the medical calls to MRTs and AMR.

-Parks, Transit: Provision of park and open space development will occur as annexation, zoning and subdivision requirements are applied to the subject property during development review. Given the large area, it is anticipated that a variety of parks and trail corridors will be provided that extend from the existing High Sierra development and also are added as new elements. Sidewalks, bike lanes, and some multi-use pathways adjacent to the arterial and collector roadways also are anticipated to provide connectivity throughout the area.

While MET Transit will not immediately serve this area directly, current MET routes south of the subject property will provide some transit access and opportunities for future route expansion or modifications. Having the development area ultimately connect to Alexander road and out to Highway 87 provides a long range option for future transit looping in the north area of the Heights for both residential and commercial areas.

Recommendation: The Annexation Committee recommends the Dover Ranch property be included in the City Annexation Petition Area based on the desire to see urban development to City standards in this area of the Billings Heights.

Sweetgrass Meadows (SW of Rimrock Road/70th Street West intersection) - This property is about 240 acres located at the southwest corner of the intersection of Rimrock Road and 70th Street West just south of the most recent Copper Ridge Subdivision development. The applicant/developer is asking for inclusion in the City Annexation Petition Area so that they can gradually annex portions of the property over time and develop it for residential and neighborhood commercial type uses. The estimate at full build out is about 300 residential units and about 1,100 people. While the residential development may be similar to the adjacent Copper Ridge development, the City's zoning code will require a mix of residential districts and densities as well as some neighborhood office or commercial elements likely at the intersection of Rimrock Road and 70th Street West. The full build out of the area is estimated over about 10 years per the applicant's market demand expectations.

-Water and Sewer Utilities: This property has some service challenges in terms of full build out as gravity sewer will function on about half of the north portion of the property. A potential lift station or pressure sewer will be needed to service approximately the southern half of the property. Water service could be extended to the entire property utilizing water line extensions in Rimrock Road across the north boundary of the subject property and the east

boundary of the property along 70th Street West. This property also has some challenges relating to pumping capacity of the pump station that serves the area. The area is already deficient in peak pumping capacity during the summer. As the property is built out, it will further contribute to the need for an additional pump station to be located on 58th street west, between Grand Avenue and Rimrock Road. Most of the cost to extend water and sewer lines would be at developer expense with the potential for the City to participate in some oversizing of main lines that could serve future development in the area.

-Transportation Infrastructure: City Engineering has some concerns with future improvements to the transportation corridors in this area given that 70th Street West and Grand Avenue that provide connectivity for the subject property to the south are not built to City standard. Also, given that the area directly east of the subject property across 70th Street down to Grand Avenue and the Grand Avenue Corridor between 62nd Street West and 70th Street West is expected to remain as large lot development in the County for many years, improving 70th and Grand to a higher standard in the area would not be feasible. Traffic analysis provided by the applicant shows the majority of the traffic from the development utilizing Rimrock Road, which is City controlled even though the south side of the corridor from 70th Street West back to 62nd Street West is in the County. The City would secure some contributions from the new development for future improvements to the Rimrock Road in the area. However, it is important the City Council understand that there could be future CIP projects identified for Rimrock Road in this area and further east that would require use of City arterial and gas tax funds in combination with some development contributions as impacts to the corridor require improvements.

-Public Safety Services: The subject property is not within the Billings Urban Fire Service Area (BUFSA) and is instead in the Molt Volunteer Fire Department (Molt VFD) response area. This means that brining this property into the City would bring an area not currently serviced by the City Fire Department into its service area. However, the Fire Department would prefer to have this area develop in the City even if it adds service demand. The Billings Fire Department already responds to areas of the Molt VFD since Molt VFD has no capacity for fighting structure fires and the Billings Fire Department would prefer City water supply and not dry hydrant systems in this area. The Fire Department also finds that since 70th Street West and Grand Avenue are paved even though they are not to City standard they do not pose a problem for access for responding from Fire Station #7. This provides access from Rimrock Road and 70th Street West to this area. Also, with the new Mobile Response Teams (MRTs) now taking non fire calls and reducing the fire truck responses, there is more capacity for fire calls in the area of Station #7. The Police Department also had no concerns with access as it also can utilize Grand Avenue and 70th Street West in this area for response along with Rimrock Road for multiple access options. While the Police Department is already providing services to Copper Ridge Subdivision to the north and has added some officer capacity, it is likely that with full build out of this area and other areas of the City, more resources will be needed over time. This area is a long way from the Billings Operation Center and Downtown Police Department where City Police are based out of for the City.

-Parks, Transit and other Services: Provision of park and open space development will occur as annexation, zoning and subdivision requirements are applied to the subject property during development review. Given the large area, it is anticipated that a variety of parks and trail corridors will be provided that may utilize the Little Cove Creek drainage and Stahly Tributary drainage through the property. Sidewalks, bike lanes, and some multi-use pathways adjacent to Rimrock Road and 70th Street West also are anticipated to provide connectivity throughout the area.

MET Transit is not expected to serve this area in the foreseeable future with fixed route service. The location is too remote from the main area of the City and current residential density and no commercial development make transit unfeasible at this time.

Recommendation: The Annexation Committee recommends the Sweetgrass Meadows property be included in the City Annexation Petition Area based on the desire to see urban development to City standards in this area of West Billings for public safety and to ensure urban development to City standards. By bringing the property into the City, the City would have control over the development and immediate streets adjacent. However, the City also will provide all services to the property and not be able to control some of the street improvements to the south in the County. While no immediate increases in cost of service delivery would be anticipated and there would be some offset of taxes, fees and assessments for services, this area is very far west Billings with County developed land in the area which makes some service delivery less efficient.

Central Avenue Corridor to 48th Street West - This area encompasses about half a square mile and includes property south of Central Avenue from the Twin Pines Townhome Development to 48th Street West between Central Avenue and the Monad Drain Alignment, property north of Central Avenue from the west edge of Wells Garden Estates (44th Street West alignment) east to 48th Street West and between Central Avenue and the Broadwater Avenue alignment to the north. Staff is recommending this area be brought into the City Annexation Petition Area due to a planned subdivision south of Central Avenue and about 800 feet west of the Twin Pines Townhome Development on Central Avenue that wants to develop in the City, and interest by property owners on the north side of Central

Avenue in the same area to develop their property in the City in the future. While at least one subdivision may develop within the next two years, the entire area is not expected to build out for 5-10 years so service impacts will be gradual as development occurs. The City also was unable to convince the new Sundance Subdivision developer to develop in the City at the northeast corner of 48th Street West and Central Avenue and does not want further County development in this area to occur and impede quality urban development to occur in the City on City services.

-Water and Sewer Utilities: The City is able to serve the Central Avenue Corridor with water and sewer and would enter into cost-sharing agreements with property owners/developers to extend services to properties as the corridor is built out. Water and sewer are currently in Central Avenue to approximately the western edge of the Twin Pines Townhome development. Sewer may also be available from the proposed Monad Sewer extension west of Shiloh Road that will serve recently annexed property (Bell-Dorn property).

-Transportation Infrastructure: As the City annexes property along the Central Avenue corridor it annexes the Central Avenue Road ROW and takes over control of the corridor, so the road would be built to City standards. This also would occur for 48th Street West. Other corridors like extension of Bell Avenue and the southerly extension of 44th Street West south of Central Avenue also would be built to City standard and provide additional access points as the area is developed. Development along these corridors would also contribute to the cost of building these corridors but it is important the City Council understand that there could be future CIP projects identified for Central Avenue, 48th Street West and maybe other corridors in the area that would require use of City arterial and gas tax funds in combination with development contributions as impacts to the corridor require improvements.

-Public Safety Services: Fire and Police are already serving areas north and south of this corridor in the City all the way to 48th Street West, and the Fire Department serves the area since it is in the BUFSA. Existing and future access is good for this area and having infrastructure built to City standards ensures safer delivery of emergency services. As stated above in the Sweetgrass Meadows evaluation section, with the new Mobile Response Teams now taking non fire calls and reducing the fire truck responses, there is more capacity for fire calls in the area of Station #7 and Station # 5. While Police and Fire are already providing services in this area and have some added capacity from public safety funding, it is likely that with full build out of this area and other areas of the City, more resources will be needed over time.

-Parks, Transit and other Services: Provision of park and open space development will occur as annexation, zoning and subdivision requirements are applied to the subject property during development review. Given the large area, it is anticipated that a variety of parks and trail corridors will be provided. Sidewalks, bike lanes, and some multi-use pathways adjacent to Central Avenue, 48th Street West and possible 44th Street West also are anticipated to provide connectivity throughout the area.

MET Transit does serve the area as far as Central Avenue and Shiloh Road but is not expected to serve the Central Avenue Corridor to 48th with fixed route service in the near future. However, the significant residential and commercial development both south and north of this area east and west of 48th Street West and the looping opportunities that the Central Avenue and 48th Street West corridors provide, make future transit in this area viable when residential and commercial densities increase.

Recommendation: The Annexation Committee recommends the Central Avenue Corridor area as described above and defined on the attached Limits of Annexation Map be included in the City Annexation Petition Area based on the desire to see urban development to City standards in this area of West Billings.

Annexation Policy and Map Format Change Recommendations

The Annexation Committee has evaluated the current Limits of Annexation Map and is recommending some formatting changes to provide Council, City staff and the public with a better sense of what areas may be annexed and developed at any time, what areas have County development that may remain as is in the County for many years, and what areas the City expects ultimately may be annexed in the future but need further service evaluation and analysis first. These updates are partly driven by the areas shown on the existing Limits of Annexation Map that appear to be able to be annexed and developed as they are in the "Red" area but are actually fully developed as County residential neighborhoods and will not come into the City unless there is an environmental situation with the area's water supply or septic systems. These updates are also recommended to Council to continue to reinforce with property owners and developers that the City would prefer to discuss annexation and providing services for urban development before a property begins the process of developing in the County and creating barriers to future City expansion, infrastructure improvements, and service delivery challenges.

The Committee is recommending Council create three "Zones" for the Limits of Annexation Map, adding a third Zone to the current two areas of City Annexation Petition Area and Long Range Planning Area called County Developed Area and then making text amendments to the Annexation Policy to reflect these Zones and how the City will

approach requests. See the attached Resolution regarding the Map and Policy amendments that depict these changes.

The newly proposed map includes Zone 1 the Petition area and Zone 2 the Long-Range area which function exactly as they currently do in the existing policy. Map colors have been revised. Zone 1 is green indicating the ability to proceed with annexation, Zone 2 is yellow, indicating you can proceed with further analysis and finally Zone 3 is red, indicating these properties are not suitable for annexation due to already existing development. The most substantive change to the policy is related to Zone 3. The policy does not prevent these properties from petitioning for annexation, but it focuses on the reality of the parcels. In other words, it recognizes these parcels have been developed in the county and have existing uses that do not require city services. These properties are served by cisterns, existing wells and existing septic systems. Zone 3 describes these areas as only needing annexation in the event of an environmental circumstance which prevents the continued use of their existing systems or some other unforeseen circumstance that would likely be considered an emergency situation. Staff is recommending the Zone 3 be added to the policy and map to serve as a visual indicator that these properties are not raw land and available for new development. By depicting these properties this way, the Zone 1 or petition area is more accurate to evaluate potential city growth. Other amendments to the policy are intended to provide clarity. In summary, the policy will continue to function as it presently does.

The City Council approved a contract with Baker Tilly to complete a Cost of Service Study for the City at its June Meeting. The Committee understands and expects that the Limits of Annexation Map and Policy may be reviewed and further modified after the results of the Cost of Service Study are completed. However, the Committee recommends the Council make these changes to the Map and Policy now so that the development community and property owners are best informed of the City's intensions in the short term and the City does not miss any opportunities to consider annexations and development within its Limits of Annexation Map areas that are to urban standards.

STAKEHOLDERS

Amendments to the City Limits of Annexation Map and Annexation Policy are completed through a public hearing and action on resolutions by the City Council. The public hearing was advertised as required. Property owners or agents also attended the City Annexation Committee meetings and have been kept informed of the review and Council meeting schedule. The general public also is able to participate in the process by providing comments to the staff, or at the public hearing for this item at the City Council meeting. Staff had not received any comments on the Map amendments or Policy amendments at the time this memo was drafted.

ALTERNATIVES

The City Council may:

- Amend the Limits of Annexation Map and Policy per the Annexation Committee's recommendations and recent City Council direction; or
- Not Amend the Limits of Annexation Map and Policy per the Annexation Committee's recommendations and recent City Council direction; or
- Make modifications to the Limits of Annexation Map and Policy different than the Annexation Committee's recommendations. If the Council decides to make other modifications not included in the Annexation Committee's recommendations, staff will need to revise the resolutions and map and bring the item back for action at a future Council meeting.

NOTE: The Annexation Committee anticipates the City's execution of a Cost of Service Study and Growth Policy update may ultimately affect how the City's Annexation Policy and Map are designed and used in the future. However, the Committee urges the Council to make these Map and Policy amendments now to ensure short term development projects are completed in the City to City Standards and further modifications may be informed later by the Cost of Service Study information.

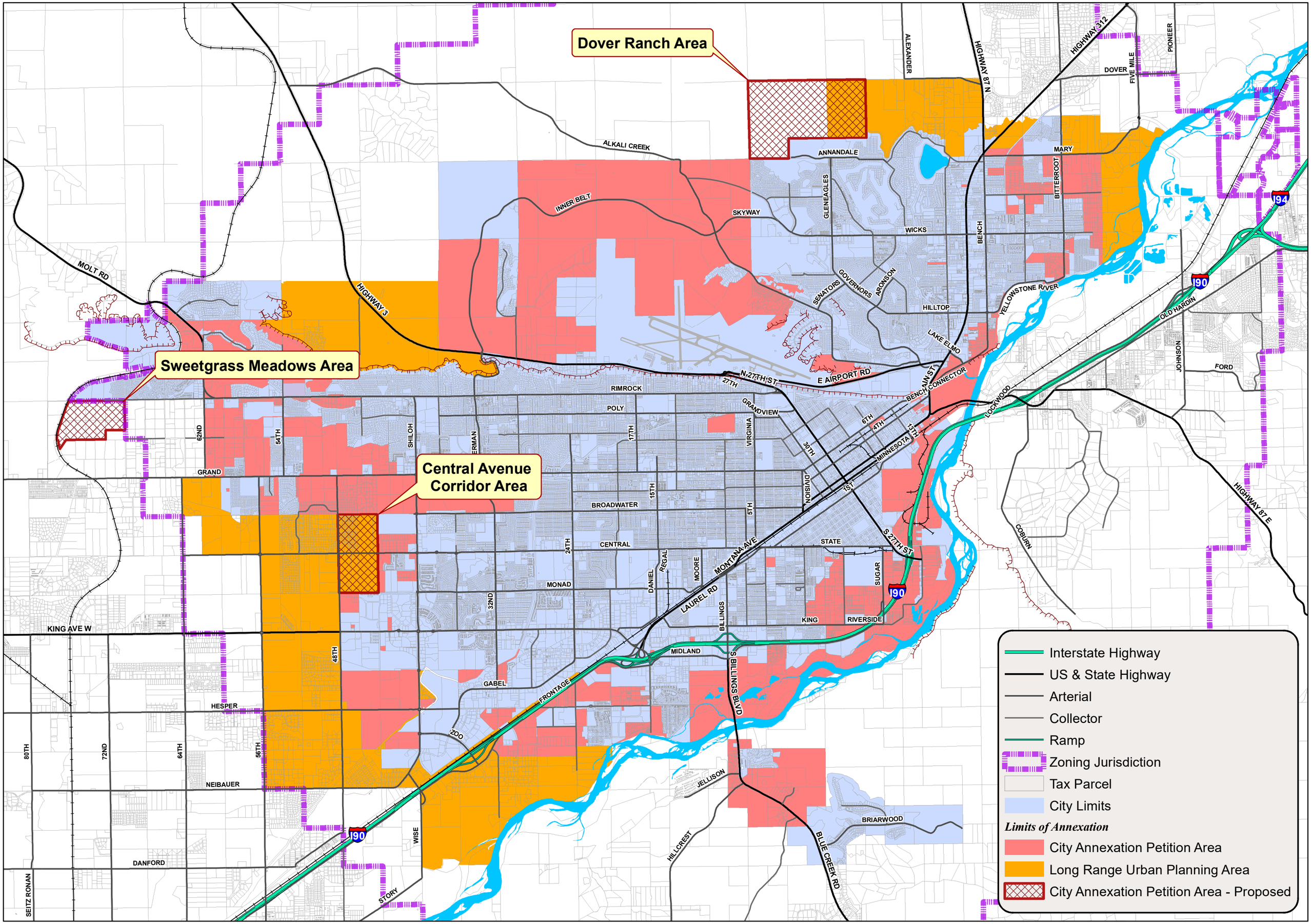
FISCAL EFFECTS

Making amendments to the City Limits of Annexation Map and Annexation Policy does not immediately impact the City budget. However, by including these areas in the Annexation Petition area, the City is acknowledging that City services will be made available over time as the areas develop. Future annexations in the areas that are included in the City Annexation Petition Area will have both additional revenue and cost implications for City service delivery. Future decisions in the CIP process about additional infrastructure projects also will have an impact on where the City invests in long-range City growth and expansion. There is a balance the City must achieve between efficient service delivery to existing City residents and future expansion to provide services for high quality urban development. Not identifying future areas of City expansion and making long-term investments can also have a significant cost as rural development occurs in places that interrupts future City expansion and makes future service delivery more

complicated and costly. However, the Annexation Committee has been intentional about the areas it has recommended for inclusion in the Annexation Petition Area based on the elements for City expansion and urban development noted above.

Attachments

Limits of Annexation Map 3 Area Amendments
Resolution to Amend Limits of Annexation Map
Proposed Policy with Amendments Shown
Resolution to Amend Annexation Policy and Map



Billings PLANNING & COMMUNITY SERVICES

Limits of Annexation Map

Revised July 10, 2023

Miles
0 0.5 1 2 3 4

Map Document: \\pwu-w12k07\GIS_Files\Mapping_Projects\Projects\Planning\2016\RFI_0097_LimitsofAnnexation\RFI_0097_LimitsOfAnnexation_06162023 (DRAFT ONLY).mxd
Date: 6/16/2023

N W E S

RESOLUTION NO 23-

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA PURSUANT TO ARTICLE II. CITY BOUNDARIES, MCA 7-1-114(1)(a); ANNEXATION PROCEDURES, MCA 7-2-4201 ET SEQ. AND SETTING FORTH AN ANNEXATION POLICY;

WHEREAS, the City Council adopted the City of Billings Annexation Policy by Resolution on November 22, 2004, further amended it by Resolution on April 10, 2006, May 23, 2011, May 23, 2016, and on May 8, 2017, and it is amended from time to time.

WHEREAS, the Limits of Annexation Map was last amended by Resolution on August 23, 2021; and

WHEREAS, the Policy states that the Map shall be reviewed and or revised whenever the Capital Improvements Plan is revised; and

WHEREAS, the City Council approved the FY 2024-2028 Capital Improvements Plan on December 19, 2022; and

WHEREAS, the City Council has directed staff and budgeted funds to be proactive in making infrastructure investments to annex and serve areas in, and in proximity to, the Long Range Urban Planning Area of the Limits of Annexation Map to ensure new development is built to City Standards and City growth is not inhibited by County development.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

That the City Council now makes and adopts the following amendments to the Limits of Annexation Map:

LIMITS OF ANNEXATION MAP
Revised, July 10, 2023
Shown as Exhibit A Attached

APPROVED AND PASSED by the City Council of the City of Billings, this 10th day of July, 2023.

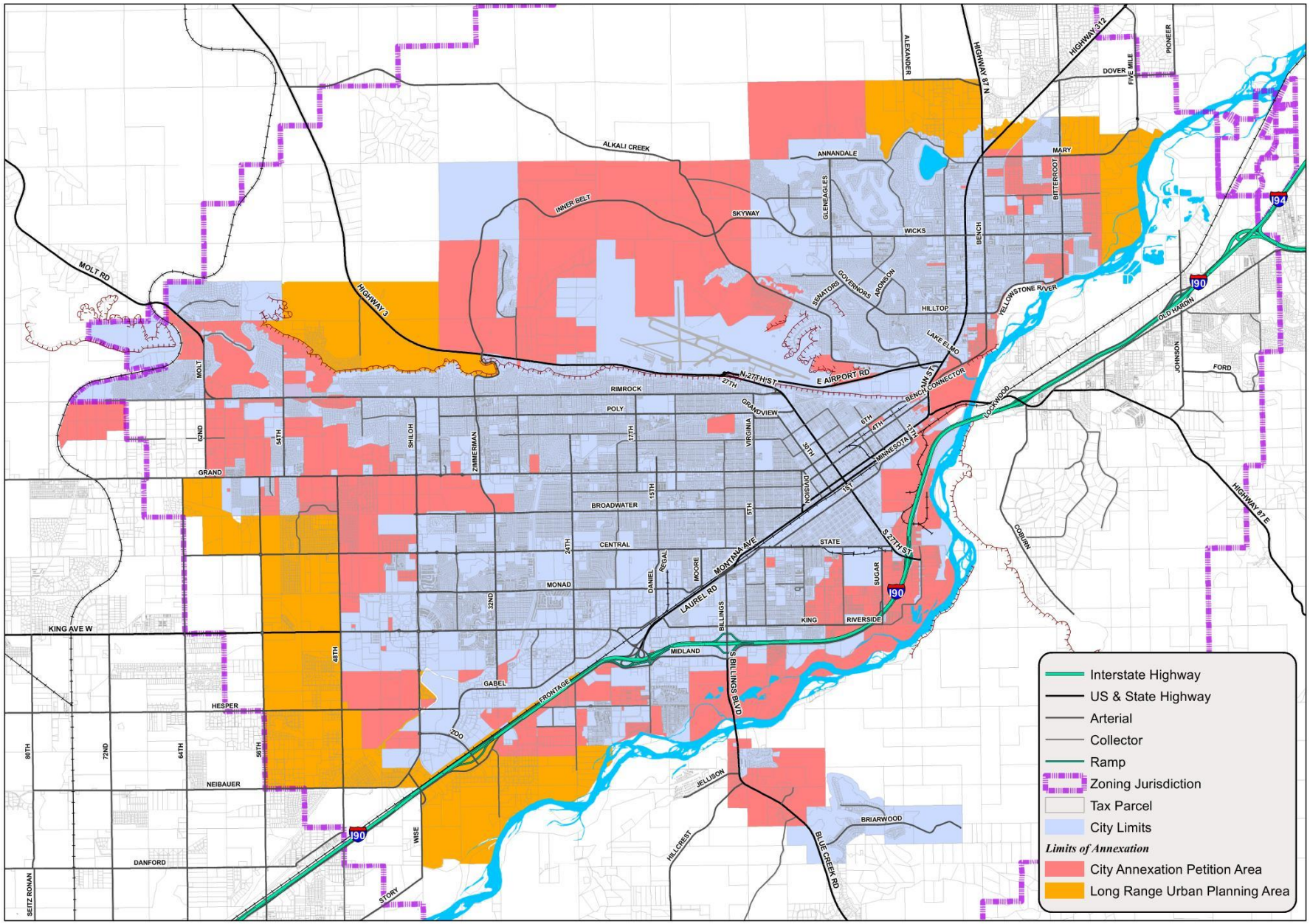
THE CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

Exhibit A



Billings PLANNING & COMMUNITY SERVICES

Limits of Annexation Map

Revised July 10, 2023

Miles 0 0.5 1 2 3 4

Map Document: \\pwu-w12k07\GIS_Files\Mapping_Projects\Projects\Planning\2016\RFI_0097_LimitsofAnnexation\RFI_0097_LimitsOfAnnexation_07102023 (FINAL).mxd
Date: 6/16/2023

N W E S

RESOLUTION NO 23-

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA PURSUANT TO ARTICLE II. CITY BOUNDARIES, MCA 7-1-114(1)(a); ANNEXATION PROCEDURES, MCA 7-2-4201 ET SEQ. AND SETTING FORTH AN ANNEXATION POLICY;

WHEREAS, the City Council adopted the City of Billings Annexation Policy by Resolution on November 22, 2004, further amended it by Resolution on April 10, 2006, May 23, 2011, and on May 23, 2016, ~~and on~~ May 8, 2017, and on July 10, 2023 and it is amended from time to time.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

That the City Council now makes and adopts the following amendments to the Annexation Policy:

ANNEXATION POLICY
Revised, July 10, 2023

1. Statement of Intent
   The City of Billings intends to permit the annexation of land as to provide for orderly growth, adequate provision of municipal services, and equal benefits to both the annexed territory and existing City properties.

2. Policy Statement
   The City Council shall consider land annexations that adhere to the provisions specified in Montana Annexation Statutes (7-2-4201 through 7-2-4761, MCA) and the Billings Municipal City Code, Section 26-204 and Sections 20-301 through 305. The Council may approve, deny or conditionally approve petitions or initiatives for annexation based on the following criteria:

   - The area must be located within the ~~Red Area of the Limits of Annexation~~ Zone 1 or Zone 3 as defined herein;
   - The City must be able provide adequate city services within a time period mutually agreed to by the property owners requesting annexation and the City;
   - Existing or proposed public improvements within the area to be annexed must meet City standards;
   - All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts;
   - All residential property owners within the area to be annexed must create or join an existing park maintenance district;

- Residential densities planned for development within the area to be annexed must meet an overall average density of at least 4-7 dwelling units per acre as per the 2016 City of Billings Growth Policy; and
- The proposed land use within the area to be annexed must conform to the goals of the Adopted City of Billings Growth Policy.

3. Limits of Annexation Map (attached) - The City shall prepare a map showing limits of annexation for three zones. The first zone ~~time period~~ shall be known as the City Annexation Petition Area (~~Red Area~~ Zone 1). The City will utilize its Five-Year Capital Improvements Plan and other departmental studies and ongoing analysis of ~~its~~ the City's ability to provide services when considering amendments to ~~the Red Area~~ Zone 1. The ~~second time period~~ second zone shall be called the Long Range Urban Planning Area (~~Orange Area~~ Zone 2) and shall be reviewed by the City for amendments based on its service master plans and ongoing analysis of its ability to provide services over time. The third zone shall be known (the County Developed Area) (Zone 3). These properties are in close proximity or may even be adjacent to city services but have been developed in the County and are not using City Services. These properties may, over time, due to environmental concerns, the inability to continue providing on-site services or desire for urban services or redevelopment annex into the City. In order for a property to be considered for annexation, it shall be located within the City Annexation Petition Area (~~Red Area~~ Zone 1) on the Limits of Annexation Map. Additionally, the Council may consider, without requiring amendments to the Limits of Annexation Map petitions in Zone 3.

a. Map Amendments

A map amendment ~~shall~~ may be initiated by City Staff and prepared for Council consideration whenever the Capital Improvements Plan is revised, new improvements have been constructed through private development, or when it would be beneficial for the City to work with new development in extending infrastructure and services. An annexation committee representative of service providing departments shall convene annually to consider property owner requests. The committee, at its discretion, may convene at any time and bring forward City initiated amendments at any time. A map amendment may be initiated ~~by City staff, or requested~~ by a property owner during the annual solicitation of amendments, in preparation for a future annexation request. Unless a property may be considered under the criteria outlined in subsection 'b' below, a property may not request inclusion in the City Annexation Petition Area unless it has first been included in the Long Range Urban Planning Area.

For any map amendment involving addition of property to the Long Range Urban Planning Area, the property owner must submit a letter requesting inclusion of the property in the Long Range Urban Planning Area. For any map amendment involving the addition of property to the Red Area of the map, an Urban Planning Study shall be completed by the petitioner who requests the amendment. An Urban Planning Study shall evaluate how a development proposal will impact the following elements:

- Streets and transportation
- Traffic circulation and generation

- Storm sewers and storm water management
- Wastewater service
- Sanitation and solid waste management
- Water service
- Parks, recreation and public lands
- Public safety (police, fire and other emergency services)
- Public schools
- Projected and estimated population
- Soils, geology and topography
- Effects of urbanization on the existing environment
- Effects on agriculture
- Existing and potential land use
- Historic sites
- Development timetables
- Capital improvements
- Methods of funding for public improvements
- Other considerations

Map amendments will be recommended to City Council by a committee of representatives from City Administration, Public Works Department, Fire Department, Parks Department, Planning Division, Police Department, and MET Transit.

Rationale
When proposing amendments to the map, the committee shall consider and document for Council:

- Distance from existing city services and response times;
- Capacity and location of existing facilities and future upgrades or construction of new facilities;
- Cost of city services;
- Effect on existing residents; and
- Conformance with all adopted plans including the Capital Improvements Plan, the Growth Policy, applicable area plans, the Billings Area Bikeway and Trails Master Plan, the most current Transportation Plan, the most current sewer, water and storm sewer plans, and other applicable adopted planning documents.

The Council will then determine at its discretion whether to approve appropriate Limits of Annexation consistent with the adopted Annexation Policy.

b. Consideration for property outside the Long Range Urban Planning Area <u>(Zone 2)</u> being brought directly into the City Annexation Petition Area <u>(Zone 1).</u>

There may be circumstances when previous development and infrastructure improvements within the City have created situations where the City may choose to consider bringing a property outside of <u>or within</u> the Long Range Urban Planning Area directly into the City Annexation Petition Area. In this instance, the City Council will use all of the following criteria in guiding its decision:

- An Urban Planning Study as outlined in subsection 'a' above has been completed on the subject property ~~and~~ or the City has performed long range service studies that include the property that provide sufficient information as to the ability to adequate serve the property.
- City water and sewer lines are directly adjacent to the property and are sized appropriately to serve development on the property
- The property is directly adjacent to the City Limits
- The City property adjacent already is developed and designed to connect via roads to the property
- City services providers are able to serve the property while there is the potential for increases in response times for public safety services.

After review of all of these criteria, the City Council may consider adding the property into the Red City Annexation Petition Area. However, it remains the City Council's discretion as to whether to include any property in any Limits of Annexation area.

4. Obligation of City

The City may choose to annex any property in accordance with the provisions of the following state statutes:

- Annexations of Additions to Municipalities (7-2-4201 et. seq., MCA)
- Annexations of Contiguous Land (7-2-4301 et. seq., MCA)
- Annexations of Contiguous Government Land (7-2-4401 et. seq., MCA)
- Annexations of Wholly Surrounded Land (7-2-4501 et. seq., MCA)
- Annexation by Petition (7-2-4601 et. seq., MCA)
- Annexation with the Provision of Services (7-2-4701 et. seq., MCA)

The City may decide to condition the approval of the annexation in order to meet the criteria listed under the Policy Statement. The City may, in its discretion, consider additional conditions of approval that have a clear nexus of proportionality to the subject property. The conditions of approval must be clearly stated in the resolution of annexation. In the case where the property to be annexed is not developed, the conditions of approval shall include a requirement for; a) a development agreement prior to the issuance of a building permit, or b) a subdivision improvements agreement at the time of final subdivision plat approval. In the event the property to be annexed is already developed and contains public improvements that are not constructed to city standards, the City shall require an annexation agreement. The agreement shall specify which public improvements are to be upgraded and/or installed to city standards, and a time period and mechanism to finance the construction and installation of those improvements. In any case, all public improvements, whether existing or proposed, shall meet city standards.

5. Obligation of Petitioner

Petitions for annexation must comply with the provisions of Annexation by Petition (7-2-4601 et. seq., MCA) and Section 26-204 and Sections 20-301 through 305, BMCC. A fee, to be established by the City Administrator, must be paid at the time the petition is submitted. If the area to be annexed is not developed, petitioners are required to comply with the conditions of approval prior to the issuance of a building permit or at the time of final subdivision plat approval. If the area to be annexed is developed and requires the construction or installation of public improvements, the

petitioner must enter into an annexation agreement prior to the City Council acting on the resolution of annexation.

APPROVED AND PASSED by the City Council of the City of Billings, this 10th day of May, 2023.

THE CITY OF BILLINGS:

BY:_____
William A. Cole MAYOR

ATTEST:

BY:_____
Denise Bohlman City Clerk

RESOLUTION NO 23-

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA PURSUANT TO ARTICLE II. CITY BOUNDARIES, MCA 7-1-114(1)(a); ANNEXATION PROCEDURES, MCA 7-2-4201 ET SEQ. AND SETTING FORTH AN ANNEXATION POLICY;

WHEREAS, the City Council adopted the City of Billings Annexation Policy by Resolution on November 22, 2004, further amended it by Resolution on April 10, 2006, May 23, 2011, and on May 23, 2016, May 8, 2017, and on July 10, 2023 and it is amended from time to time.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

That the City Council now makes and adopts the following amendments to the Annexation Policy, and by this action also updates the Limits of Annexation Map to align with these Policy changes as shown in Exhibit A attached to this Resolution:

ANNEXATION POLICY
Revised, July 10, 2023

1. Statement of Intent
   The City of Billings intends to permit the annexation of land as to provide for orderly growth, adequate provision of municipal services, and equal benefits to both the annexed territory and existing City properties.

2. Policy Statement
   The City Council shall consider land annexations that adhere to the provisions specified in Montana Annexation Statutes (7-2-4201 through 7-2-4761, MCA) and the Billings Municipal City Code, Section 26-204 and Sections 20-301 through 305. The Council may approve, deny or conditionally approve petitions or initiatives for annexation based on the following criteria:

   - The area must be located within the Zone 1 or Zone 3 as defined herein;
   - The City must be able provide adequate city services within a time period mutually agreed to by the property owners requesting annexation and the City;
   - Existing or proposed public improvements within the area to be annexed must meet City standards;
   - All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts;
   - All residential property owners within the area to be annexed must create or join an existing park maintenance district;

- Residential densities planned for development within the area to be annexed must meet an overall average density of at least 4-7 dwelling units per acre as per the 2016 City of Billings Growth Policy; and
- The proposed land use within the area to be annexed must conform to the goals of the Adopted City of Billings Growth Policy.

3. Limits of Annexation Map (attached) - The City shall prepare a map showing limits of annexation for three zones. The first zone shall be known as the City Annexation Petition Area (Zone 1). The City will utilize its Five-Year Capital Improvements Plan and other departmental studies and ongoing analysis of the City's ability to provide services when considering amendments to Zone 1. The second zone shall be called the Long Range Urban Planning Area (Zone 2) and shall be reviewed by the City for amendments based on its service master plans and ongoing analysis of its ability to provide services over time. The third zone shall be known the County Developed Area (Zone 3). These properties are in close proximity or may even be adjacent to city services but have been developed in the County and are not using City Services. These properties may, over time, due to environmental concerns, the inability to continue providing on-site services or desire for urban services or redevelopment annex into the City. In order for a property to be considered for annexation, it shall be located within the City Annexation Petition Area (Zone 1) on the Limits of Annexation Map. Additionally, the Council may consider, without requiring amendments to the Limits of Annexation Map petitions in Zone 3.

a. Map Amendments

A map amendment may be initiated by City Staff and prepared for Council consideration whenever the Capital Improvements Plan is revised, new improvements have been constructed through private development, or when it would be beneficial for the City to work with new development in extending infrastructure and services. An annexation committee representative of service providing departments shall convene annually to consider property owner requests. The committee, at its discretion, may convene at any time and bring forward City initiated amendments at any time. A map amendment may be initiated by a property owner during the annual solicitation of amendments, in preparation for a future annexation request. Unless a property may be considered under the criteria outlined in subsection 'b' below, a property may not request inclusion in the City Annexation Petition Area unless it has first been included in the Long Range Urban Planning Area.

For any map amendment involving addition of property to the Long Range Urban Planning Area, the property owner must submit a letter requesting inclusion of the property in the Long Range Urban Planning Area. For any map amendment involving the addition of property to the Red Area of the map, an Urban Planning Study shall be completed by the petitioner who requests the amendment. An Urban Planning Study shall evaluate how a development proposal will impact the following elements:

- Streets and transportation
- Traffic circulation and generation
- Storm sewers and storm water management

- Wastewater service
- Sanitation and solid waste management
- Water service
- Parks, recreation and public lands
- Public safety (police, fire and other emergency services)
- Public schools
- Projected and estimated population
- Soils, geology and topography
- Effects of urbanization on the existing environment
- Effects on agriculture
- Existing and potential land use
- Historic sites
- Development timetables
- Capital improvements
- Methods of funding for public improvements
- Other considerations

Map amendments will be recommended to City Council by a committee of representatives from City Administration, Public Works Department, Fire Department, Parks Department, Planning Division, Police Department, and MET Transit.

Rationale
When proposing amendments to the map, the committee shall consider and document for Council:

- Distance from existing city services and response times;
- Capacity and location of existing facilities and future upgrades or construction of new facilities;
- Cost of city services;
- Effect on existing residents; and
- Conformance with all adopted plans including the Capital Improvements Plan, the Growth Policy, applicable area plans, the Billings Area Bikeway and Trails Master Plan, the most current Transportation Plan, the most current sewer, water and storm sewer plans, and other applicable adopted planning documents.

The Council will then determine at its discretion whether to approve appropriate Limits of Annexation consistent with the adopted Annexation Policy.

b. Consideration for property outside the Long Range Urban Planning Area (Zone 2) being brought directly into the City Annexation Petition Area (Zone 1).

There may be circumstances when previous development and infrastructure improvements within the City have created situations where the City may choose to consider bringing a property outside of or within the Long Range Urban Planning Area directly into the City Annexation Petition Area. In this instance, the City Council will use all of the following criteria in guiding its decision:

- An Urban Planning Study as outlined in subsection ‘a’ above has been completed on the subject property or the City has performed long range

service studies that include the property that provide sufficient information as to the ability to adequate serve the property.
- City water and sewer lines are directly adjacent to the property and are sized appropriately to serve development on the property
- The property is directly adjacent to the City Limits
- The City property adjacent already is developed and designed to connect via roads to the property
- City services providers are able to serve the property while there is the potential for increases in response times for public safety services.

After review of all of these criteria, the City Council may consider adding the property into the Red City Annexation Petition Area. However, it remains the City Council's discretion as to whether to include any property in any Limits of Annexation area.

4. Obligation of City

The City may choose to annex any property in accordance with the provisions of the following state statutes:

- Annexations of Additions to Municipalities (7-2-4201 et. seq., MCA)
- Annexations of Contiguous Land (7-2-4301 et. seq., MCA)
- Annexations of Contiguous Government Land (7-2-4401 et. seq., MCA)
- Annexations of Wholly Surrounded Land (7-2-4501 et. seq., MCA)
- Annexation by Petition (7-2-4601 et. seq., MCA)
- Annexation with the Provision of Services (7-2-4701 et. seq., MCA)

The City may decide to condition the approval of the annexation in order to meet the criteria listed under the Policy Statement. The City may, in its discretion, consider additional conditions of approval that have a clear nexus of proportionality to the subject property. The conditions of approval must be clearly stated in the resolution of annexation. In the case where the property to be annexed is not developed, the conditions of approval shall include a requirement for; a) a development agreement prior to the issuance of a building permit, or b) a subdivision improvements agreement at the time of final subdivision plat approval. In the event the property to be annexed is already developed and contains public improvements that are not constructed to city standards, the City shall require an annexation agreement. The agreement shall specify which public improvements are to be upgraded and/or installed to city standards, and a time period and mechanism to finance the construction and installation of those improvements. In any case, all public improvements, whether existing or proposed, shall meet city standards.

5. Obligation of Petitioner

Petitions for annexation must comply with the provisions of Annexation by Petition (7-2-4601 et. seq., MCA) and Section 26-204 and Sections 20-301 through 305, BMCC. A fee, to be established by the City Administrator, must be paid at the time the petition is submitted. If the area to be annexed is not developed, petitioners are required to comply with the conditions of approval prior to the issuance of a building permit or at the time of final subdivision plat approval. If the area to be annexed is developed and requires the construction or installation of public improvements, the petitioner must enter into an annexation agreement prior to the City Council acting on the resolution of annexation.

APPROVED AND PASSED by the City Council of the City of Billings, this 10th day of July, 2023.

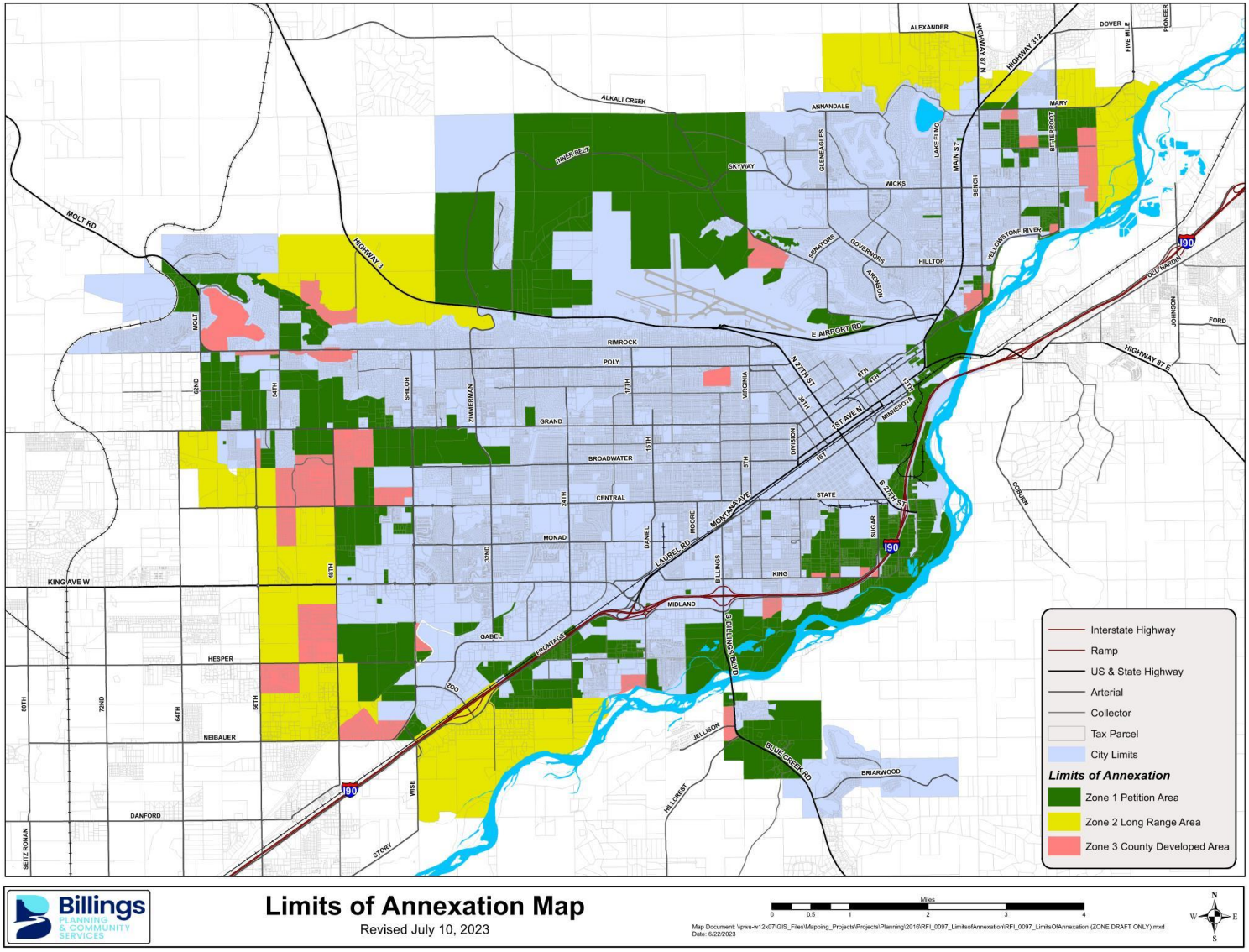
THE CITY OF BILLINGS:

BY:_____
William A. Cole MAYOR

ATTEST:

BY:_____
Denise Bohlman City Clerk

Exhibit A


Billings
PLANNING & COMMUNITY SERVICES
Limits of Annexation Map
Revised July 10, 2023
Miles
0 0.5 1 2 3 4
N
W E
S
Interstate Highway
Ramp
US & State Highway
Arterial
Collector
Tax Parcel
City Limits
Limits of Annexation
Zone 1 Petition Area
Zone 2 Long Range Area
Zone 3 County Developed Area

City Council Regular

Date:	07/10/2023
Title:	PUBLIC HEARING AND RESOLUTION approving Tax Abatement - WP East 80 LLC dba Bottles & Shots
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the application and resolution granting a tax abatement for WP East 80 LLC dba Bottles & Shots in support of their $800,000 investment to expand their facility at 3925 Grand Avenue within the City.

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

The City of Billings operates property tax incentive programs under State Law authority found in 15-24-1401, 1501, 1502 and 1601 MCA. WP East 80 LLC dba Bottles & Shots has applied for a tax abatement under 15-24-1501, MCA and City Resolution No. 05-18377. This program encourages property remodeling, reconstruction and expansion by exempting 100% of the increase in valuation from City and local School District taxes during the construction period and for the following four (4) years. In the fifth and subsequent years, the improvements are fully taxable. Minimum qualifications include that the investment must be at least $500,000, it adds at least 2.5% to the property's taxable value, current property taxes are paid, the zoning is correct and the applicant disclose the type and the estimated number of full time and part time jobs that the investment will create. The private investment meets the value criteria, taxes are paid and the zoning is correct.

WP East 80 LLC currently employs 8 full time employees and 12 part time employees and intends to expand their work force by at least 3 within six months. The new jobs will be customer service and sales associates. See the enclosed summary of the tax abatement application from BSED and Bottles & Shots application.

The City Council must conduct a public hearing before considering the attached resolution that grants the tax exemption. The hearing was advertised in the Yellowstone County News on June 30 and July 7, 2023.

STAKEHOLDERS

N/A

ALTERNATIVES

City Council may:

- Approve the tax abatement for the amount requests, or
- Approve a tax abatement for amount other than requested, or
- Not approve the tax abatement.

FISCAL EFFECTS

WP East 80 LLC dba Bottles & Shots submitted an application to abate taxes on commercial building remodeling at 3925 Grand Avenue for exterior improvements which began April 2023 and is scheduled to be completed by October 2023. The property is valued at $2.8 million as of September 2022. This business provides retail sales, food, and entertainment. It predicts adding 3 part-time employees after the remodel is complete. If Council approves the application, the business will not pay property tax on the net, new investment value until the incentive expires after four (4) years. The property will still be subject to the City's other fees and assessments.

Attachments

WP East 80 LLC Summary

WP East 80 LLC Fiscal Effects
2005 Tax Abatement Resolution
2023 Tax Abatement Draft Resolution
Exhibt A - WP East 80 LLC Signed Applications

WP East 80 LLC dba Bottles & Shots - Five Year Tax Abatement Request
Project Summary

WP East 80, dba Bottles & Shots of Billings has been in business in Billings Montana for over 22 years. The business specializes in retail sales, entertainment, and food.

The company dba Bottles & Shots plans to renovate their Bottles & Shots business located at 3925 Grand Avenue by investing $800,000 in upgrades. The existing building is currently valued at $230,000. Their plan is to begin the renovation this spring with construction being completed this year. This project is located within Billings City limits and will go before both Billings City Council and Yellowstone County Commissioners for consideration.

The request meets the requirements under MCA 15-24-1501, County Resolution 02-66, and City Resolution 05-18377. Per MCA 15-24-1501 and City and County Resolutions allows for tax reductions on remodeling, reconstruction or expansion of existing real property provided the investment is $500,000 or greater and has a 2.5% increase in overall taxable value.

The Tax Abatement Request is ONLY on the new investment in the business, meaning the tax savings are only on the new incremental taxable value on the $800,000 investment. The existing business tax obligation remains at the full 100%.

WP East 80 LLC currently employs 8 full time employees and 12 part time employees and intends to expand their work force by at least 3 within six months. The new jobs will be customer service and sales associates.

Facility Investment: Expansion is estimated at $800,000

Jobs Created: At least 3 new positions.

Jobs Retained: Currently 20 full and part time positions.

The application received in March 2023.

Company Address: WP East 80 LLC
3925 Grand Avenue
Billings, MT 59102

Contact Person: Pam Ask, Owner
3925 Grand Avenue
Billings, MT 59102
406-671-7981

Tax Abatement Information and Fiscal Effects

Big Sky Economic Development staff acts as the facilitator of requests for tax abatements in Yellowstone County. We oversee the application process to determine the application is complete, needed information is supplied and property owner/ business owner signatures are on the application. We provide the applicable jurisdictions Attorney's office (County or County and City) with the application to review and confirm it meets the minimum requirements to move forward with a request. If so, we work with the applicant and shepherd the application through the jurisdictions appropriate process for consideration. We request and gather information from the applicant, County, City, and the Department of Revenue. As economic development professionals we gather and analyze data to show the estimated value of the proposed new private investment. We lean on our partner's expertise within local government and the Department of Revenue as we are neither attorneys, accountants, or taxation specialists and obtain our information through outside experts and supply publicly available and property owner provided information.

Economic growth and increased revenue in the long term

While tax abatements suspend immediate new incremental government revenue, they can stimulate economic growth and generate additional revenue in the long term. By providing incentives for investment and economic activities, tax abatements can attract businesses, create jobs, and spur economic development.

It's important to note that the state legislature along with cities and counties have an impact on tax abatement programs availability, eligibility criteria, and specific details and may change over time. Businesses and individuals interested in tax abatements in Billings and Yellowstone County should contact the local government offices, Big Sky Economic Development, or the Montana Department of Revenue for the most up-to-date information and guidance on these programs.

Can the County and the City differ on their decision and what is the impact?

Response from DOR, "Technically yes, the city and the county do not have to agree, the problem is, if one of them approves, the abatement will still impact the approving authority and the school districts. The mills of the entity denying will not be abated and staff will need to go in by hand and calculate the total taxable value to enter separately on the tax bills for the entity denying the application. Additionally, we will need to manipulate the certified values as well for the denying entity as the value in our system will appear abated for all. It does leave room for human error without a doubt. The same only worse would be true if the city and the county both approved but at different rates."

Can the City and County approve a 10-year tax abatement at different percentages?

Response from DOR, "Technically yes, the city and the county can approve at different rates. However, as mentioned above, this creates complications and poses a risk for error. There is no way for the state to systematically make these differing changes and will have to calculate by hand the differences for the taxing jurisdiction when certifying taxable value and when preparing the property tax bill. Additionally, because the schools are affected by any approval, if the percentages were approved differently, which percentage would we use for the schools? Any special districts that are mill driven are also impacted by

the abated taxable value. The state levies are the only levies specifically excluded in statute and are therefore never abated."

Districts and jurisdictions are not negatively impacted by a tax abatement, current taxes are not reduced. The incremental increase in property value in taxes based on a business's investment in an expansion are reduced for the period as determined by the 5 or 10-year tax abatement programs.

Projecting the amount of tax savings calculation

The estimated tax savings would depend upon the type of property and the percentage abated. An investment of $1 million, does not necessarily mean an increase of $1 million in market value. Investments will affect the property's value differently.

For example:

A $1,000,000 increase in assessed value of Improvements, the effect of City tax revenue would be:

$1,000,000 (Assessed Value Increase) x .0189 (Tax Rate) = $18,900.00 (Taxable Value)

$18,900 (Taxable Value) x 177.3 (City Mills – 2022)/1,000 = $3,350.97 (Total City Taxes Due on that value if an abatement were denied)

The annual effect during the period of abatement of a $1,000,000 increase in new assessed value to the City would be:

$3,350.97 (Full abatement under 5-year Tax Abatement Program),

$2,513.23 (75% abatement for the first 5 years under the 10-year Tax Abatement Program, years 6-10 are incrementally increased to full taxable value by year 10), or,

$1,675.49 (50% abatement for the first 5 years under the 10-year Tax Abatement Program, years 6-10 are incrementally increased to full taxable value by year 10).

Approved Tax Abatements Examples

5-year Tax Abatements

Heights Eye Care –Optometrists, eye exams, glasses, contacts, eye care supplies sales

Shipton's Big R—farm and ranch supplies, clothing, home goods sales

Rimrock KIA—automotive service and sales

10-year Tax Abatements

Auto Trim Design—automotive specialties, goods and service

Big Horn Resort—Lodging and tourism

Home Science Training Tools-science kits, educational

Staley's Tire—tire sales and service

RESOLUTION 05-18377

A RESOLUTION CREATING A CITY OF BILLINGS TAX INCENTIVE PROGRAM FOR REMODELING, RECONSTRUCTING OR EXPANDING BUILDINGS OR STRUCTURES AND REPEALING CITY RESOLUTION #89-16126

WHEREAS, the City Council of the City of Billings believes that it is in the public interest that the community's existing buildings and structures be remodeled, reconstructed or expanded, thereby improving the community's appearance, expanding employment and increasing the tax base; and

WHEREAS, the Montana Legislature has approved, in Section 15-24-1501, MCA, a means for Montana cities to provide tax incentives for certain remodeling, reconstruction or expansion of existing buildings; and

WHEREAS, the City Council desires to offer those property tax incentives to existing building owners that remodel, reconstruct or expand their buildings.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA AS FOLLOWS:

1. That it is in the public interest to encourage existing building remodeling, reconstruction or expansion in the city of Billings through property tax incentives.

2. A tax incentive program is hereby established that meets the requirements set forth in Section 15-24-1501, MCA and applicable Administrative Rules of Montana.

3. The incentive applies only to the taxable value of the improvements made to the building due to the remodeling, reconstruction or expansion. The percentage of the increased taxable value that is subject to taxation during the construction period and for the five years following construction shall be as follows:

Construction period	0%
First year through the fourth year following construction	0%
Fifth year following construction	100%
Following years	100%

4. Each applicant shall meet the following minimum criteria:
   a. the construction increases the property's value by at least 2.5% as determined by the Montana Department of Revenue;
   b. the construction costs meet or exceed $500,000;
   c. provide documentation that all property taxes on the property have been paid, except that taxes paid under protest do not preclude application approval;
   d. provide information on the number and pay ranges of jobs that are created or retained by the construction project; and
   e. the applicant has completed the application procedures outlined in attached Exhibit A.

5. The tax incentive is limited to the number of mills levied by the local high school district, the local elementary school district and the City of Billings.

6. The City Council must authorize the granting of the tax incentive to any applicant by passing a resolution approving the application of the schedule of tax incentives set forth above in Paragraph or some other schedule, for each existing building or structure as to which the tax

incentive is granted.

7. City of Billings Resolution No. 89-16126 is hereby repealed.

BE IT FURTHER RESOLVED that property owners are hereby encouraged to apply to the City of Billings for consideration of tax incentives authorized pursuant to Section 15-24-1501, M.C.A. for the remodeling, reconstruction or expansion of buildings and structures where the remodeling, reconstruction or expansion of buildings and structures will increase the taxable value by at least 2 ½% and the cost of the remodeling, reconstruction or expansion exceeds $500,000, as determined by the State of Montana Department of Revenue or its agents.

PASSED AND APPROVED by the City Council this 12th day of December, 2005.

CITY OF BILLINGS

By: Charles F. Tooley
Charles F. Tooley, Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

ATTEST:

By: Marita Herold
Marita Herold, CMC/AAE, City Clerk

EXHIBIT A

APPLICATION PROCEDURES FOR
CITY OF BILLINGS, MONTANA TAX INCENTIVE PROGRAM
FOR REMODELING, RECONTRUCTING OR EXPANDING EXISTING BUILDINGS

- Prospective clients contact Big Sky Economic Development Authority (BSEDA) who acts as the intermediary in the application process, and an initial meeting is scheduled.
- At the initial meeting, prospective client project is discussed to determine if the projects meets the tax incentive application criteria. If the project appears to qualify for an incentive, the client is given tax incentive applications, copies of the tax incentive program cited in the *Montana Code Annotated* and copies of the adopting resolutions.
- Clients then complete and return applications and supporting documentation and the applicable processing fee to BSEDA. BSEDA reviews the application for completeness.
- An appointment is then scheduled with the designated City staff to review the project documentation and perform a site visit if needed. This leads to either staff endorsement of the project or a determination that the project does not meet the program criteria.
- City staff will prepare and submit a staff report, accompanied by the application documentation, and schedule a public hearing with the City Council. The staff report will advise the Council why the application should be approved, conditionally approved, including recommended conditions, or denied.
- City staff will prepare a resolution for Council consideration that contains the elements required by state law and administrative rules.
- The City Council will conduct a public hearing on the application at its next available regular meeting and will approve, conditionally approve or disapprove the application.
- BSEDA will send a letter to the applicant regarding the Council's decision, including any conditions of approval.
- When the construction reaches substantial completion, the client contacts BSEDA and schedules a final inspection to determine if the project meets tax incentive requirements and any conditions of approval.
- If the project meets all City and State requirements, BSEDA will work with City staff to prepare and submit a final approval letter and appropriate documentation to the Montana Department of Revenue.

RESOLUTION 23-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, APPROVING TAX BENEFITS FOR WP EAST 80 LLC D/B/A BOTTLES AND SHOTS

WHEREAS, Resolution 05-18377 provides for granting tax incentives for remodeling, reconstructing, and expanding existing commercial buildings pursuant to Section 15-24-1501, M.C.A., and establishes a procedure for applying for said tax incentives; and

WHEREAS, WP East 80 LLC d/b/a Bottles and Shots has set forth in its application (Exhibit A) certain information regarding the improvements made to its business which appear to qualify WP East 80 LLC d/b/a Bottles and Shots for said tax benefits; and

WHEREAS, Section 15-24-1501(3), M.C.A. requires the governing body to give notice of a public hearing to hear comment. Said notice was published on June 30 and July 7, 2023

WHEREAS, The City Council of the City of Billings, Montana held a public hearing on July 10, 2023, and duly considered the application of WP East 80 LLC d/b/a Bottles and Shots and has determined that said application meets all qualifications for the tax incentive and should be approved.

NOW THEREFORE BE IT RESOLVED BY THE BILLINGS, MONTANA CITY COUNCIL,

The application (Exhibit A) for tax benefits made by WP East 80 LLC d/b/a Bottles & Shots is APPROVED.

Pursuant to Section 15-24-1501, M.C.A. and City of Billings Resolution 05-18377, the percentage of the increased taxable value that is subject to taxation during the construction period and for the five years following construction shall be as follows:

Construction period	0%
First year through the fourth year following construction	0%
Fifth year following construction	100%
Following years	100%

The tax benefits approved are those provided in Resolution 05-18377. The property receiving the tax benefits is described as follows:

> Lot 2A of Block 1 of the Amended Plat of Circle Fifty Subdivision with a tax code of A26425, Yellowstone County, Montana.

The remodeling, reconstruction, or expansion of existing buildings or structures classification tax benefits shall be made for WP East 80 LLC d/b/a Bottles and Shots on the earliest tax bill allowed by law.

DRAFT

ADOPTED AND APPROVED by the Billings City Council of the _____ day of _____, 2023.

CITY OF BILLINGS:

By:_____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

DRAFT

APPLICATION FORM FOR TAX REDUCTION
BUILDING REMODEL, EXPANSION OR RECONSTRUCTION

(As allowed under Yellowstone County Resolution 02-66, City Council Resolutions 05-18377 and 15-24-1501, MCA)

1. Name of business: ASK Inc. / WP East 80 LLC

2. ✓ Building Remodel or Reconstruction: Start of construction (date) April 1, 2023
   End of construction (date) Oct. 30, 2023

3. _____ Building Expansion: Start of construction (date) _____
   End of construction (date) _____

4. Address of business: 3925 Grand Avenue, 59102
   Actual location of business: " "
   Tax Code: A26425, ~~A26424A~~
   Within city limits of Billings ☑ YES ☐ NO

5. Person representing business and responsible for application:
   Name: Pam ASK Title: Owner
   Address: 3925 Grand Avenue Telephone: 406-671-7981

6. Amount of capital investment for Expansion, Remodel or Reconstruction in Billings / Yellowstone County: $ 800,000 (attach detailed costs of materials and labor and dates of construction. County Commissioners and/or City Council may request further information, such as financial statements, business references, or other documents prior to acting on this request).

7. Approximate market value of building prior to remodel, reconstruction, or expansion:
   $ $2.8 MM. Sept of 2022 Appraisal

8. Explain business activity – what business does: Retail sales, entertainment, food

9. How long has this business been located in Billings and/or Yellowstone County?
   22 years

10. As of the date of this application, how many employees does the business currently employ:
    8 Full-time 12 Part-time

11. How many employees will the applicant have within 2 years after completion of construction:
    8 Full-time 15 Part-time

12. Provide job titles and job skills required for all new employees both full and part-time:

Customer service, math, inventory, pricing, computer skills, product knowledge

13. What is the hourly pay scale of both full and part-time employees to include benefits (new employees only): $15 starting and up

14. Other Economic impacts of capital investment: improved facade, exterior improvements,

15. Planned hiring schedule: October 2023

16. List other property tax benefits business currently receives or has applied for: none

17. Building permit (attach copy or explain absence): BP-22-05331

18. A non-refundable fee of $500 must accompany this application to cover the cost of application administration. Make checks payable to the Big Sky Economic Development Authority.

19. Upon full completion and accompanied by the application fee, the original application can be submitted to the Big Sky Economic Development Authority, Attn: Community Development, 201 North Broadway, Billings, Montana 59101 (telephone 256-6871). If the application is complete, it will be provided to the County Attorney's Office to confirm eligibility, a duly advertised public hearing will then be scheduled, after which the Commissioners and/or City Council, in their discretion, will decide whether to approve or deny the application. The applicant, or a representative of the applicant, must appear in person at each of the public hearings.

20. The application to the Department of Revenue, which is part of this application, must also be completed and signed by the applicant.

21. The Board of County Commissioners and/or City Council may review this applicant's tax incentive program at any time and terminate further reductions at their discretion if they find the provisions of Resolution are not being met.

22. If application is approved, applicant will comply with the following provisions. Failure to comply may lead to the previously approved tax abatement being rescinded:

i. Annual Survey to be completed and returned to Big Sky EDA by November 30th of each year
ii. Remain current on all property taxes on the subject property
iii. Notify Big Sky EDA of any ownership changes or change of use of the facility
iv. Comply with any other provisions set by the Board of County Commissioners and/or City Council

23. In order for this incentive program to apply to the applicant's current year taxes, Yellowstone County must receive the properly completed application by March 1st of the year in which the reduction is desired. If within the city of Billings, City Council must approve the application by March of the year in which the reduction is desired.

24. Signature of applicant/representative: Pamela Clapp

25. Date of application: 3.21.23

26. County Commissioner's Public hearing held (date): _____

27. City Council's Public hearing held (date): _____

Recommendation by the Big Sky Economic Development Authority:

/ Approve _____ Deny Signature: _____ Date: _____

County Treasurer's Office certifies that City and County taxes have been paid in full or otherwise satisfied:

Signature: _____ Date: _____

APPLICATION TO THE DEPARTMENT OF REVENUE
BUILDING REMODEL, RECONSTRUCTION OR EXPANSION
(Title 15- Chapter 24 – Part 14 MCA)

To: Assessor
Yellowstone County

Name of Applicant: ASK Inc. / WP East 80 LLC

Mailing Address: 3925 Grand Avenue, Billings 59102

Legal description of affected property: Circle Fifty SUBD, S 33, T 01N, R 25 E, BLOCK 1, LOT 2A,

Date construction permit issued: _____
(If no permit is required, specify the date when certificate in lieu of building permit was issued).
This application covers the (expansion/new) construction of the _____.

A public hearing on this matter of Building Expansion, Remodel, or Reconstruction was held at the Yellowstone County Courthouse at _____ (am/pm) on the _____ day of _____, 20____

Due notice as defined in 76-15-103 was given. True and exact copies of said notices are attached to this application. _____ Yes _____ No

The statutory $500,000 investment requirement for expansion or modernization has been met.
_____ Yes _____ No

The statutory 2.5% increase in value requirement for new improvements has been met.
_____ Yes _____ No

The statutory 5% increase in value requirement for new improvements has been met.

_____ Yes _____ No

The qualifying property consists of the following: _____
(Attach site plats, construction prints, and detailed equipment list identifying the qualifying property.)

This application is made under the provisions of 15-24-1501 or 1601 MCA, and by resolution adopted by the Commissioners of Yellowstone County, on the 9th day of August 2002. A copy of the same is attached.

_____
(Owner/Agent)

~ ~ ~

City Council Regular

Date:	07/10/2023
Title:	PUBLIC HEARING AND RESOLUTION approving Tax Abatement - Players Club Inc
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the application and resolution granting a tax abatement for Players Club Inc. in support of their $1,400,000 investment to expand their facility at 247 Main Street within the City.

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

The City of Billings operates property tax incentive programs under State Law authority found in 15-24-1401, 1501, 1502 and 1601 MCA. Players Club Inc has applied for a tax abatement under 15-24-1501, MCA and City Resolution No. 05-18377. This program encourages property remodeling, reconstruction and expansion by exempting 100% of the increase in valuation from City and local School District taxes during the construction period and for the following four (4) years. In the fifth and subsequent years, the improvements are fully taxable. Minimum qualifications include that the investment must be at least $500,000, it adds at least 2.5% to the property's taxable value, current property taxes are paid, the zoning is correct and the applicant disclose the type and the estimated number of full time and part time jobs that the investment will create. The private investment meets the value criteria, taxes are paid and the zoning is correct.

Players Club Inc currently employs 8 full time employees and 12 part time employees and intends to expand their work force by at least 3 within six months. The new jobs will be customer service and sales associates. See the enclosed summary of the tax abatement application from BSED and Players Club Inc application.

The City Council must conduct a public hearing before considering the attached resolution that grant the tax exemption. The hearing was advertised in the Yellowstone County News on June 30 and July 7, 2023.

STAKEHOLDERS

N/A

ALTERNATIVES

City Council may:

- Approve the tax abatement for the amount requests, or
- Approve a tax abatement for amount other than requested, or
- Not approve the tax abatement.

FISCAL EFFECTS

Players Club Inc submitted an application to abate taxes on commercial building remodeling at 247 Main Street for interior and exterior improvements which began April 2023 and is scheduled to be completed by October 2023. The property is valued at $2.6 million as of September 2022. This business provides retail sales, entertainment, and rentals. It predicts adding 3 part-time employees after the remodel is complete. If Council approves the application, the business will not pay property tax on the net, new investment value until the incentive expires after four (4) years. The property will still be subject to the City's other fees and assessments.

Attachments

Players Club Inc Summary
Players Club Inc Fiscal Effects

2005 Tax Abatement Resolution
2023 Tax Abatement Draft Resolution
Exhibt A - Players Club Inc Signed Application

Players Club Inc - Five Year Tax Abatement Request
Project Summary

Players Club Inc of Billings has been in business in Billings Montana for over 27 years. The business specializes in retail sales, entertainment, and food.

Players Club Inc plans to expand and renovate their Bottles & Shots business located at 247 Main Street by investing $1,400,000. The existing building is currently valued at $340,000. Their plan is to begin the renovation this spring with construction being completed this year. This project is located within Billings City limits and will go before both Billings City Council and Yellowstone County Commissioners for consideration.

The request meets the requirements under MCA 15-24-1501, County Resolution 02-66, and City Resolution 05-18377. Per MCA 15-24-1501 and City and County Resolutions allows for tax reductions on remodeling, reconstruction or expansion of existing real property provided the investment is $500,000 or greater and has a 2.5% increase in overall taxable value.

The Tax Abatement Request is ONLY on the new investment in the business, meaning the tax savings are only on the new incremental taxable value on the $1,400,000 investment. The existing business tax obligation remains at the full 100%.

Players Club Inc currently employs 8 full time employees and 12 part time employees and intends to expand their work force by at least 3 within six months. The new jobs will be customer service and sales associates.

Facility Investment: Expansion is estimated at $1,400,000

Jobs Created: At least 3 part time positions.

Jobs Retained: Currently 20 full and part time positions.

The application received in March 2023.

Company Address: Players Club Inc
427 Main Street
Billings, MT 59105

Contact Person: Pam Ask, Owner
3925 Grand Avenue
Billings, MT 59102
406-671-7981

Tax Abatement Information and Fiscal Effects

Big Sky Economic Development staff acts as the facilitator of requests for tax abatements in Yellowstone County. We oversee the application process to determine the application is complete, needed information is supplied and property owner/ business owner signatures are on the application. We provide the applicable jurisdictions Attorney's office (County or County and City) with the application to review and confirm it meets the minimum requirements to move forward with a request. If so, we work with the applicant and shepherd the application through the jurisdictions appropriate process for consideration. We request and gather information from the applicant, County, City, and the Department of Revenue. As economic development professionals we gather and analyze data to show the estimated value of the proposed new private investment. We lean on our partner's expertise within local government and the Department of Revenue as we are neither attorneys, accountants, or taxation specialists and obtain our information through outside experts and supply publicly available and property owner provided information.

Economic growth and increased revenue in the long term

While tax abatements suspend immediate new incremental government revenue, they can stimulate economic growth and generate additional revenue in the long term. By providing incentives for investment and economic activities, tax abatements can attract businesses, create jobs, and spur economic development.

It's important to note that the state legislature along with cities and counties have an impact on tax abatement programs availability, eligibility criteria, and specific details and may change over time. Businesses and individuals interested in tax abatements in Billings and Yellowstone County should contact the local government offices, Big Sky Economic Development, or the Montana Department of Revenue for the most up-to-date information and guidance on these programs.

Can the County and the City differ on their decision and what is the impact?

Response from DOR, "Technically yes, the city and the county do not have to agree, the problem is, if one of them approves, the abatement will still impact the approving authority and the school districts. The mills of the entity denying will not be abated and staff will need to go in by hand and calculate the total taxable value to enter separately on the tax bills for the entity denying the application. Additionally, we will need to manipulate the certified values as well for the denying entity as the value in our system will appear abated for all. It does leave room for human error without a doubt. The same only worse would be true if the city and the county both approved but at different rates."

Can the City and County approve a 10-year tax abatement at different percentages?

Response from DOR, "Technically yes, the city and the county can approve at different rates. However, as mentioned above, this creates complications and poses a risk for error. There is no way for the state to systematically make these differing changes and will have to calculate by hand the differences for the taxing jurisdiction when certifying taxable value and when preparing the property tax bill. Additionally, because the schools are affected by any approval, if the percentages were approved differently, which percentage would we use for the schools? Any special districts that are mill driven are also impacted by

the abated taxable value. The state levies are the only levies specifically excluded in statute and are therefore never abated."

Districts and jurisdictions are not negatively impacted by a tax abatement, current taxes are not reduced. The incremental increase in property value in taxes based on a business's investment in an expansion are reduced for the period as determined by the 5 or 10-year tax abatement programs.

Projecting the amount of tax savings calculation

The estimated tax savings would depend upon the type of property and the percentage abated. An investment of $1 million, does not necessarily mean an increase of $1 million in market value. Investments will affect the property's value differently.

For example:

A $1,000,000 increase in assessed value of Improvements, the effect of City tax revenue would be:

$1,000,000 (Assessed Value Increase) x .0189 (Tax Rate) = $18,900.00 (Taxable Value)

$18,900 (Taxable Value) x 177.3 (City Mills – 2022)/1,000 = $3,350.97 (Total City Taxes Due on that value if an abatement were denied)

The annual effect during the period of abatement of a $1,000,000 increase in new assessed value to the City would be:

$3,350.97 (Full abatement under 5-year Tax Abatement Program),

$2,513.23 (75% abatement for the first 5 years under the 10-year Tax Abatement Program, years 6-10 are incrementally increased to full taxable value by year 10), or,

$1,675.49 (50% abatement for the first 5 years under the 10-year Tax Abatement Program, years 6-10 are incrementally increased to full taxable value by year 10).

Approved Tax Abatements Examples

5-year Tax Abatements

Heights Eye Care –Optometrists, eye exams, glasses, contacts, eye care supplies sales

Shipton's Big R—farm and ranch supplies, clothing, home goods sales

Rimrock KIA—automotive service and sales

10-year Tax Abatements

Auto Trim Design—automotive specialties, goods and service

Big Horn Resort—Lodging and tourism

Home Science Training Tools-science kits, educational

Staley's Tire—tire sales and service

RESOLUTION 05-18377

A RESOLUTION CREATING A CITY OF BILLINGS TAX INCENTIVE PROGRAM FOR REMODELING, RECONSTRUCTING OR EXPANDING BUILDINGS OR STRUCTURES AND REPEALING CITY RESOLUTION #89-16126

WHEREAS, the City Council of the City of Billings believes that it is in the public interest that the community's existing buildings and structures be remodeled, reconstructed or expanded, thereby improving the community's appearance, expanding employment and increasing the tax base; and

WHEREAS, the Montana Legislature has approved, in Section 15-24-1501, MCA, a means for Montana cities to provide tax incentives for certain remodeling, reconstruction or expansion of existing buildings; and

WHEREAS, the City Council desires to offer those property tax incentives to existing building owners that remodel, reconstruct or expand their buildings.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA AS FOLLOWS:

1. That it is in the public interest to encourage existing building remodeling, reconstruction or expansion in the city of Billings through property tax incentives.

2. A tax incentive program is hereby established that meets the requirements set forth in Section 15-24-1501, MCA and applicable Administrative Rules of Montana.

3. The incentive applies only to the taxable value of the improvements made to the building due to the remodeling, reconstruction or expansion. The percentage of the increased taxable value that is subject to taxation during the construction period and for the five years following construction shall be as follows:

Construction period	0%
First year through the fourth year following construction	0%
Fifth year following construction	100%
Following years	100%

4. Each applicant shall meet the following minimum criteria:
   a. the construction increases the property's value by at least 2.5% as determined by the Montana Department of Revenue;
   b. the construction costs meet or exceed $500,000;
   c. provide documentation that all property taxes on the property have been paid, except that taxes paid under protest do not preclude application approval;
   d. provide information on the number and pay ranges of jobs that are created or retained by the construction project; and
   e. the applicant has completed the application procedures outlined in attached Exhibit A.

5. The tax incentive is limited to the number of mills levied by the local high school district, the local elementary school district and the City of Billings.

6. The City Council must authorize the granting of the tax incentive to any applicant by passing a resolution approving the application of the schedule of tax incentives set forth above in Paragraph or some other schedule, for each existing building or structure as to which the tax

incentive is granted.

7. City of Billings Resolution No. 89-16126 is hereby repealed.

BE IT FURTHER RESOLVED that property owners are hereby encouraged to apply to the City of Billings for consideration of tax incentives authorized pursuant to Section 15-24-1501, M.C.A. for the remodeling, reconstruction or expansion of buildings and structures where the remodeling, reconstruction or expansion of buildings and structures will increase the taxable value by at least 2 ½% and the cost of the remodeling, reconstruction or expansion exceeds $500,000, as determined by the State of Montana Department of Revenue or its agents.

PASSED AND APPROVED by the City Council this 12th day of December, 2005.

CITY OF BILLINGS

By: Charles F. Tooley
Charles F. Tooley, Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

ATTEST:

By: Marita Herold
Marita Herold, CMC/AAE, City Clerk

EXHIBIT A

APPLICATION PROCEDURES FOR
CITY OF BILLINGS, MONTANA TAX INCENTIVE PROGRAM
FOR REMODELING, RECONTRUCTING OR EXPANDING EXISTING BUILDINGS

- Prospective clients contact Big Sky Economic Development Authority (BSEDA) who acts as the intermediary in the application process, and an initial meeting is scheduled.
- At the initial meeting, prospective client project is discussed to determine if the projects meets the tax incentive application criteria. If the project appears to qualify for an incentive, the client is given tax incentive applications, copies of the tax incentive program cited in the *Montana Code Annotated* and copies of the adopting resolutions.
- Clients then complete and return applications and supporting documentation and the applicable processing fee to BSEDA. BSEDA reviews the application for completeness.
- An appointment is then scheduled with the designated City staff to review the project documentation and perform a site visit if needed. This leads to either staff endorsement of the project or a determination that the project does not meet the program criteria.
- City staff will prepare and submit a staff report, accompanied by the application documentation, and schedule a public hearing with the City Council. The staff report will advise the Council why the application should be approved, conditionally approved, including recommended conditions, or denied.
- City staff will prepare a resolution for Council consideration that contains the elements required by state law and administrative rules.
- The City Council will conduct a public hearing on the application at its next available regular meeting and will approve, conditionally approve or disapprove the application.
- BSEDA will send a letter to the applicant regarding the Council's decision, including any conditions of approval.
- When the construction reaches substantial completion, the client contacts BSEDA and schedules a final inspection to determine if the project meets tax incentive requirements and any conditions of approval.
- If the project meets all City and State requirements, BSEDA will work with City staff to prepare and submit a final approval letter and appropriate documentation to the Montana Department of Revenue.

RESOLUTION 23-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, APPROVING TAX BENEFITS FOR PLAYERS CLUB INC

WHEREAS, Resolution 05-18377 provides for granting tax incentives for remodeling, reconstructing, and expanding existing commercial buildings pursuant to Section 15-24-1501, M.C.A., and establishes a procedure for applying for said tax incentives; and

WHEREAS, Players Club Inc has set forth in its application (Exhibit A) certain information regarding the improvements made to its business which appear to qualify Players Club Inc for said tax benefits; and

WHEREAS, Section 15-24-1501(3), M.C.A. requires the governing body to give notice of a public hearing to hear comment. Said notice was published on June 30 and July 7, 2023.

WHEREAS, The City Council of the City of Billings, Montana held a public hearing on July 10, 2023, and duly considered the application of Players Club Inc and has determined that said application meets all qualifications for the tax incentive and should be approved.

NOW THEREFORE BE IT RESOLVED BY THE BILLINGS, MONTANA CITY COUNCIL,

The application (Exhibit A) for tax benefits made by Players Club Inc is APPROVED.

Pursuant to Section 15-24-1501, M.C.A. and City of Billings Resolution 05-18377, the percentage of the increased taxable value that is subject to taxation during the construction period and for the five years following construction shall be as follows:

Construction period	0%
First year through the fourth year following construction	0%
Fifth year following construction	100%
Following years	100%

The property receiving the tax benefits is described as follows:

Lot 1 of Hornung Subdivision; Lot 3, Block 1 of Players Club Subdivision and Lot 2A of Block 1 of the Amended Players Club Subdivision with a tax code of A27762, Yellowstone County, Montana.

DRAFT

The remodeling, reconstruction, or expansion of existing buildings or structures classification tax benefits shall be made for Players Club Inc. on the earliest tax bill allowed by law.

ADOPTED AND APPROVED by the Billings City Council of the _____ day of _____, 2023.

CITY OF BILLINGS:

By:_____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

DRAFT

APPLICATION FORM FOR TAX REDUCTION
BUILDING REMODEL, EXPANSION OR RECONSTRUCTION

(As allowed under Yellowstone County Resolution 02-66, City Council Resolutions 05-18377 and 15-24-1501, MCA)

1. Name of business: Players Clubs Inc

2. ✓ Building Remodel or Reconstruction: Start of construction (date) April 1, 2023
   End of construction (date) Oct 30, 2023

3. _____ Building Expansion: Start of construction (date) _____
   End of construction (date) _____

4. Address of business: 251 Main Street, Billings 59101
   Actual location of business: 247 Main Street, Billings 59101
   Tax Code: A 27762
   Within city limits of Billings ☑ YES ☐ NO

5. Person representing business and responsible for application:
   Name: Pam Ask Title: Owner
   Address: 3925 Grand Ave, Telephone: 406-671-7981

6. Amount of capital investment for Expansion, Remodel or Reconstruction in Billings / Yellowstone County: $ 1.4MM (attach detailed costs of materials and labor and dates of construction. County Commissioners and/or City Council may request further information, such as financial statements, business references, or other documents prior to acting on this request).

7. Approximate market value of building prior to remodel, reconstruction, or expansion:
   $ 2.6MM. Sept 2022 Appraisal

8. Explain business activity – what business does: Retail sales, entertainment, rentals

9. How long has this business been located in Billings and/or Yellowstone County?
   27 years

10. As of the date of this application, how many employees does the business currently employ:
    8 Full-time 12 Part-time

11. How many employees will the applicant have within 2 years after completion of construction:
    8 Full-time 15 Part-time

12. Provide job titles and job skills required for all new employees both full and part-time:

customer service, math, inventory, pricing, Computer skills, product knowledge

13. What is the hourly pay scale of both full and part-time employees to include benefits (new employees only): $15 starting and up

14. Other Economic impacts of capital investment: interior/exterior improvements

15. Planned hiring schedule: October 2023

16. List other property tax benefits business currently receives or has applied for: none

17. Building permit (attach copy or explain absence): in process

18. A non-refundable fee of $500 must accompany this application to cover the cost of application administration. ~~Make checks payable~~ to the Big Sky Economic Development Authority.

19. Upon full completion ~~and accompanied by the application fee~~, the original application can be submitted to the Big Sky Economic Development Authority, Attn: Community Development, 201 North Broadway, Billings, Montana 59101 (telephone 256-6871). If the application is complete, it will be provided to the County Attorney's Office to confirm eligibility, a duly advertised public hearing will then be scheduled, after which the Commissioners and/or City Council, in their discretion, will decide whether to approve or deny the application. The applicant, or a representative of the applicant, must appear in person at each of the public hearings.

20. The application to the Department of Revenue, which is part of this application, must also be completed and signed by the applicant.

21. The Board of County Commissioners and/or City Council may review this applicant's tax incentive program at any time and terminate further reductions at their discretion if they find the provisions of Resolution are not being met.

22. If application is approved, applicant will comply with the following provisions. Failure to comply may lead to the previously approved tax abatement being rescinded:

    i. Annual Survey to be completed and returned to Big Sky EDA by November 30th of each year
    ii. Remain current on all property taxes on the subject property
    iii. Notify Big Sky EDA of any ownership changes or change of use of the facility
    iv. Comply with any other provisions set by the Board of County Commissioners and/or City Council

23. In order for this incentive program to apply to the applicant's current year taxes, Yellowstone County must receive the properly completed application by March 1st of the year in which the reduction is desired. If within the city of Billings, City Council must approve the application by March of the year in which the reduction is desired.

24. Signature of applicant/representative: _____

25. Date of application: 3.21.23

26. County Commissioner's Public hearing held (date): _____

27. City Council's Public hearing held (date): _____

Recommendation by the Big Sky Economic Development Authority:

__✓__ Approve _____ Deny Signature: _____ Date: _____

County Treasurer's Office certifies that City and County taxes have been paid in full or otherwise satisfied:

Signature: _____ Date: _____

APPLICATION TO THE DEPARTMENT OF REVENUE
BUILDING REMODEL, RECONSTRUCTION OR EXPANSION
(Title 15- Chapter 24 – Part 14 MCA)

To: Assessor
Yellowstone County

Name of Applicant: Players Club Inc.

Mailing Address: 3925 Grand Avenue, Billings 59102

Legal description of affected property: PLAYERS CLUB SUBD, S27, T01N, R26E, BLOCK 1, LOT 2A, 3 & LT HORNUNG SUB

Date construction permit issued: _____
(If no permit is required, specify the date when certificate in lieu of building permit was issued).
This application covers the (expansion/new) construction of the _____.

A public hearing on this matter of Building Expansion, Remodel, or Reconstruction was held at the Yellowstone County Courthouse at _____ (am/pm) on the _____ day of _____, 20____

Due notice as defined in 76-15-103 was given. True and exact copies of said notices are attached to this application. _____ Yes _____ No

The statutory $500,000 investment requirement for expansion or modernization has been met.
_____ Yes _____ No

The statutory 2.5% increase in value requirement for new improvements has been met.
_____ Yes _____ No

The statutory 5% increase in value requirement for new improvements has been met.

_____ Yes _____ No

The qualifying property consists of the following: _____
(Attach site plats, construction prints, and detailed equipment list identifying the qualifying property.)

This application is made under the provisions of 15-24-1501 or 1601 MCA, and by resolution adopted by the Commissioners of Yellowstone County, on the 9th day of August 2002. A copy of the same is attached.

_____
(Owner/Agent)

~ ~ ~