****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 | AUGUST 14, 2023 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Neese

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

MINUTES:

- June 26, 2023 - Pending
- July 10, 2023
- July 24, 2023 - Pending

COURTESIES:

PROCLAMATIONS: August - Healthy Tribes Wellness Month

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. **Billings Public Library Hail Repairs.** (Opened 7/18/23) Recommend Progressive Building Systems, LTD.
2. **Fire Station 1 Rooftop Unit Replacement.** (Opened 7/18/23) Recommend Empire Heating and Cooling.
3. **Fire Station 8 Interior Remodel**. (Opened 7/18/23) Recommend Morgan Contractors.
4. **W.O. 23-07: Monad Road Sanitary Sewer Extension.** (Opened 7/18/23) Recommend COP Construction for Schedules 1, 2, and 3B-1.

B. **Change Order No. 1, W.O. 22-32: Riverfront Park Trail,** K2 Civil, Inc.

C. **Purchase** snow removal equipment for Airport from M-B Companies, Inc.

D. **Contract** with GameTime for North Park Playground Replacement.

E. **Agreement** with NorthWestern Energy for W.O. 19-12: West End Reservoir Project.

F. **Amendment No. 4, W.O. 19-42: West End Water Treatment Plant Project,** Burns & McDonnell Engineering Company, Inc.

G. **Memorandum of Understanding** with Health Management and Advisory Group.

H. **2023 Recreation Trails Program Grant** for Lillis Park Trail.

I. **2024 Unified Planning Work Program (UPWP).**

J. **Donation** to Parks and Recreation from Fidelity Charitable Donor Advised Fund Grant, recommended by Anne and Bill Cole for the Rec2U van.

K. **Final Plat** of Cherry Island Subdivision. *Quasi-Judicial

L. **Final Plat** of Elysian Subdivision, Amended. *Quasi-Judicial

M. **Resolution** increasing Mountview Cemetery fees.

N. **Second/Final Reading Ordinance for Zone Change 1032:** located adjacent to the Billings Logan International Airport. *Quasi-Judicial

O. **Second/Final Reading Ordinance** expanding Ward I (Annexation 23-05).

P. **Second/Final Reading Ordinance for Zone Change 1030:** located on King Ave. W. between the St. Vincent's Healthcare Subdivision and Lenhardt Square Subdivision. *Quasi-Judicial

Q. **Second/Final Reading Ordinance** expanding Ward V (Annexation 23-06).

R. **Second/Final Reading Ordinance for Zone Change 1031:** Text Amendments - Phase II.

S. **Second/Final Reading Ordinance** amending BMCC, Article 21-200, Solid Waste Collection and Disposal.

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

1. June 26, 2023
2. July 3, 2023
3. July 10, 2023
4. July 17, 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. **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.

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: 08/14/2023
Title: Billings Public Library Hail Repairs
Presented by: John Caterino, Facilities Manager
Department: City Hall Administration
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that City Council approve and award a contract for hail damage repairs at the Billings Public Library to Progressive Building Systems, LTD., for $189,900.00

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

The Billings Public Library, located at 510 N Broadway, sustained significant hail-related damage in August 2019. This project includes the removal and replacement of the exterior perforated scrim material on north and south elevations.

The project was advertised on 06/16/2023 and 06/23/2023 in *Yellowstone County News* and on the City's website.

Bids were opened on 07/18/2023, and two bids were received with Progressive Building Systems being the lowest responsible bidder.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

The following bids were received:

Bidder	Base Bid
TW Clark + Ridley	$949,000.00
Progressive Building Systems	$189,900.00

The project will be funded by insurance claim funds paid out for the August 2019 hail event.

Attachments

PBS Contract

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **PROGRESSIVE BUILDING SYSTEMS**, **LTD.**, of 6551 Jansen Ave NE, Suite 201, Albertville, MN 55301 hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to perform the services of exterior ornamental metal installation described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on November 30, 2023. The parties may extend this **AGREEMENT**, by mutual concurrence, for sixty days, in writing prior to its termination.

3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

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

5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** one hundred eighty nine thousand nine hundred dollars ($189,900.00) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

   Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** monthly (or on such other basis as the Parties may mutually determine) for all

services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

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

If partial payment is requested by **CONTRACTOR**, it shall be made upon invoice and said estimate being proportioned to the work completed by the **CONTRACTOR**. **CITY** shall deduct five percent (5%) from each 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 invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

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

6. **LIQUIDATED DAMAGES:** If **CONTRACTOR** does not complete the work by the designated contract date(s), liquidated damages will be assessed in the form of a daily charge for each day, except Saturdays, Sundays, and legal holidays which exceed the contract date.

   The daily charge(s) are stipulated to be reasonable quantifications of the damages incurred by the **CITY**:

   - Liquidated damages for failure to complete project: $150.00 per day.
   - The charge(s) will be deducted from money due the **CONTRACTOR**.

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

8. **INDEMNITY:**

   The **CONTRACTOR** SHALL:

A. Indemnify, defend, and save **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CONTRACTOR** or its agents or employees.

B. Not indemnify, defend, save, and hold the **CITY** 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 **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.

C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify, defend, save, and hold the **CITY** 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 **AGREEMENT**.

The **CITY** SHALL:

D. Indemnify, defend and save **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CITY** or its agents or employees.

E. 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 **AGREEMENT**.

F. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify, defend, save, and hold the **CONTRACTOR** 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 **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

9. **INSURANCE:** The **CONTRACTOR** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONTRACTOR** shall furnish the **CITY** with proof of insurance in accordance with this Section.

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 -- $750,000 per claim and $1,500,000 per occurrence.

3) Automobile liability -- $1,500,000 per accident.

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

The **CITY** shall be listed as an additional insured on all policies except Worker's Compensation Policies.

CONTRACTOR shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA.

CONTRACTOR shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

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

CONTRACTOR shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount.

10. **PERMITTING AND INSPECTIONS:**

A. **CONTRACTOR** to obtain all required permits before beginning construction. Cost of permits shall be billed to the **CITY** as a reimbursable expense with no mark-up.

B. **CONTRACTOR** to obtain all required inspections during construction and at final completion.

11. EQUIPMENT AND MATERIALS CUSTODY:

A. **CITY** shall not be responsible for any equipment or materials until it is installed and commissioned.

B. If materials or equipment go missing for any reason before they are installed and commissioned, they shall be replaced at no cost to **CITY**.

C. All equipment and materials shall be secured and stored by **CONTRACTOR** in a location approved by the **CITY** or offsite.

D. If arrangements are made to store onsite **CITY** shall not be responsible for any missing items.

E. **CITY** will not take delivery of any equipment or materials.

F. All equipment and materials must be brought onsite by **CONTRACTOR**.

12. EQUIPMENT AND MATERIALS INVENTORY:

A. A detailed inventory list shall be provided by **CONTRACTOR** to **CITY** upon **CONTRACTOR** mobilization or project commencement.

B. Inventory list to include material information (make, model, etc.), and quantity.

C. When an item is installed and commissioned it shall be deducted from the inventory list.

13. WARRANTY: CONTRACTOR warrants that all services and work will be performed in a good workman-like manner. **CONTRACTOR** acknowledges that it will be liable for any breach of this warranty for the lesser period of three (3) years from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

14. COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, rules, and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

15. PREVAILING WAGE RATES: Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Furthermore, Section 18-2-417, requires allowance for a 3% annual increase in wages for a multiyear contract. (1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract. (2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. (3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, The booklet is attached and may also be found at http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates.

16. **CONTRACTORS' GROSS RECEIPTS TAX: CONTRACTOR** understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent

(1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars ($80,000) or more.

17. <u>NONDISCRIMINATION</u>:

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

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

The **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.

The **CONTRACTOR** and any subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to

compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **CONTRACTOR'S** legal duty to furnish information.

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

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

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

F. 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.

18. **CONTRACTOR PERSONNEL:** A list of personnel who will be onsite for project shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution, including:

A. First and last name;

B. Duration onsite; and,

C. Personnel responsibilities.

19. **SAFETY PROGRAM:** **CONTRACTOR** to provide **CITY** with safety program within 10 business days of contract execution.

20. **MEETINGS:** **CONTRACTOR** shall attend a pre-construction meeting with **CITY** representatives, as well as progress meetings as requested by the **CITY**.

21. **PROJECT SCHEDULE TIMELINE:** A project schedule timeline shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution.

Accepted schedule formats are Gantt chart, network diagram, critical path diagram, or sequential flow chart.

A Phase-Based Work-Breakdown Structure (WBS) by resource shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution and shall include a decomposed project scope consisting of phases and deliverables, tasks, and component deadlines.

If for any reason **CONTRACTOR** (or any subcontractors) fall behind on approved schedule, **CONTRACTOR** shall take all necessary actions to bring project back on schedule with no additional expense to the **CITY**.

22. **EXTENSION OF CONTRACT TIME DUE TO WEATHER DELAYS:** **CONTRACTOR** shall schedule the work to be completed within the contract time stipulated in the **AGREEMENT**. **CONTRACTOR'S** progress schedule shall include an allowance for time lost due to normal adverse weather. "Adverse weather" is defined as atmospheric conditions at a definite time and place that are unfavorable to construction activities. Adverse weather occurrences will not constitute justification for an extension of contract time unless the total time lost due to weather occurrences exceeds ten (10) percent of the contract time stipulated in the **AGREEMENT**. If the total time lost due to adverse weather exceeds the 10%, the contract time will be adjusted for each adverse weather day after the 10% is reached. **CONTRACTOR** shall, throughout the Project, record occurrences of adverse weather and resultant impacts to normally scheduled work, as well as the lingering effects of the occurrence. Adverse weather must prevent work on critical path activities for 50 percent or more of **CONTRACTOR'S** scheduled workday and actually cause a delay to the completion of the Project to be considered an adverse weather delay day. **CONTRACTOR** shall, in a timely manner, submit a written record of each adverse weather occurrence to **CITY** for approval.

23. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this **AGREEMENT** at the time or in the manner provided for, the other party may, at its option, terminate this **AGREEMENT** and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this **AGREEMENT**.

24. **LIAISON:** The **CITY's** designated liaison for this **AGREEMENT** is John Caterino and the **CONTRACTOR**'s designated liaison for this **AGREEMENT** is Brian Pederson.

25. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

26. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

27. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.

28. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products, and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR**'s work product.

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

CITY OF BILLINGS, MONTANA

_____

WILLIAM A. COLE,
MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

PROGRESSIVE BUILDING SYSTEMS, LTD.

_____

SIGNATURE

_____

PRINT NAME

_____

PRINT TITLE

EXHIBIT A

SCOPE OF WORK

All services to be rendered at
Site Name: Billings Public Library
Site Address: 510 N Broadway, Billings, MT 59101
Tax ID: A07345
Item: Exterior Scrim

Exhibit B consisting of 55 pages
All work will be subject to Exhibit B Project Manual and Specification dated June 2023

Exhibit C consisting of 2 pages
Detailed scope of work is included in Exhibit C Drawings dated 6/15/23 and titled "BILLINGS PUBLIC LIBRARY SCRIM REPLACEMENT"

Exhibit D consisting of 13 pages
Detailed shop drawings of material to be provided is included in Exhibit D titled "BILLINGS LIBRARY" with revision 2 date of 5/8/2023 provided by Krueger Sheet Metal

Scope of Work per Project Notes on Drawings includes:

- Demolition and replacement of decorative perforated scrim material on the exterior of the library

Submittals to be submitted by Contractor and approved by Owner:

- Installation schematic and details
- Fastener specifications
- Install sample area of full lengths of all three (3) profiles of scrim material. The workmanship will be inspected by Owner before an official notice to proceed for installation is issued. If the installation and workmanship do not meet City standards, corrections will need to be made before official notice to proceed is issued

City Council Regular

Date: 08/14/2023
Title: Fire Station #1 Rooftop Unit Replacement
Presented by: John Caterino, Facilities Manager
Department: City Hall Administration
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that City Council approve and award a contract for the replacement of Fire Station #1 rooftop unit to Empire Heating and Cooling for $113,998.00

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

The existing 15-ton rooftop unit (RTU) was manufactured in 2003 and has begun to reach its end of useful life. It is inefficient in its performance and has been seeing an upsurge in service calls due to the increase in mean-time-between-failure.

Cushing Terrell provided drawings and specifications for bid package.

Facilities Division advertised an Invitation for Bid (IFB) on 06/09/2023 and 06/16/2023 in *Yellowstone County News* and on the City's website.

Bids were opened on 07/18/2023, and two bids were received with Empire Heating and Cooling being the lowest responsible bidder for base bid and alternate #1.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

The following bids were received:

Bidder	Base Bid	Alternate #1	Base Bid + Alternate #1
Empire Heating and Cooling	$105,944.00	$2,825.00	$108,769.00
Conditioned Air Systems	$119,580.00	$7,610.00	$127,190.00

After further review and discussion with low bidder, it was determined that alternate equipment would best fit the Division's long-term goal of having mechanical support systems on the existing Facilities managed Building Automation System (BAS). The alternate bid remains the lowest priced alternate. The $5,229.00 increase from base bid+alternate #1 submittal to contract approval price is for equipment upgrade from Trane to AAON and also for installation of Reliable Controls which will be configured to natively integrate into existing BACnet BAS.

The cost of the prime contract will be funded by the Fire Department deferred maintenance budget.

Attachments

Empire Heating and Cooling Contract

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **EMPIRE HEATING AND COOLING**, of 500 Albert Street, Billings, MT 59107-1514 hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to perform the services of removing the existing fifteen (15) ton roof top unit (RTU) and installing new AAON unit with Reliable Automation controls described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on March 1, 2024. The parties may extend this **AGREEMENT**, by mutual concurrence, for ninety (90) days, in writing prior to its termination.

3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

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

5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** one hundred thirteen thousand nine hundred ninety-eight dollars ($113,998) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

If partial payment is requested by **CONTRACTOR**, it shall be made upon invoice and said estimate being proportioned to the work completed by the **CONTRACTOR**. **CITY** shall deduct five percent (5%) from each 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 invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

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

6. **LIQUIDATED DAMAGES:** If **CONTRACTOR** does not complete the work by the designated contract date(s), liquidated damages will be assessed in the form of a daily charge for each day, except Saturdays, Sundays, and legal holidays which exceed the contract date.

   The daily charge(s) are stipulated to be reasonable quantifications of the damages incurred by the **CITY**:

   - Liquidated damages for failure to complete project: $150.00 per day.
   - The charge(s) will be deducted from money due the **CONTRACTOR**.

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

8. INDEMNITY:

The **CONTRACTOR** SHALL:

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

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

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

The **CITY** SHALL:

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

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

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

9. INSURANCE:

A. The **CONTRACTOR** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONTRACTOR** shall furnish the **CITY** with proof of insurance in accordance with this Section.

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 liability assumed under an insured agreement and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.
3. Automobile liability -- $1,500,000 per accident.

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

The **CITY** shall be listed as an additional insured on all policies except Worker's Compensation Policies.

CONTRACTOR shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA.

CONTRACTOR shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

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

CONTRACTOR shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount.

10. PERMITTING AND INSPECTIONS:

A. **CONTRACTOR** to obtain all required permits before beginning construction. Cost of permits shall be billed to the **CITY** as a reimbursable expense with no mark-up.

B. **CONTRACTOR** to obtain all required inspections during construction and at final completion.

11. EQUIPMENT AND MATERIALS CUSTODY:

A. **CITY** shall not be responsible for any equipment or materials until it is installed and commissioned.

B. If materials or equipment go missing for any reason before they are installed and commissioned, they shall be replaced at no cost to **CITY**.

C. All equipment and materials shall be secured and stored by **CONTRACTOR** in a location approved by the **CITY** or offsite.

D. If arrangements are made to store onsite **CITY** shall not be responsible for any missing items.

E. **CITY** will not take delivery of any equipment or materials.

F. All equipment and materials must be brought onsite by **CONTRACTOR**.

12. EQUIPMENT AND MATERIALS INVENTORY:

A. A detailed inventory list shall be provided by **CONTRACTOR** to **CITY** upon **CONTRACTOR** mobilization or project commencement.

B. Inventory list to include material information (make, model, etc.), and quantity.

C. When an item is installed and commissioned it shall be deducted from the inventory list.

13. WARRANTY: CONTRACTOR warrants that all services and work will be performed in a good workman-like manner. **CONTRACTOR** acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

14. COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, rules, and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

15. PREVAILING WAGE RATES: Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning

prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Furthermore, Section 18-2-417, requires allowance for a 3% annual increase in wages for a multiyear contract. (1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract. (2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. (3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, The booklet is attached and may also be found at http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates.

16. **CONTRACTORS' GROSS RECEIPTS TAX: CONTRACTOR** understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any

kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars ($80,000) or more.

17. NONDISCRIMINATION:

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

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

The **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.

The **CONTRACTOR** and any subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or

applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **CONTRACTOR'S** legal duty to furnish information.

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

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

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

F. 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.

18. **CONTRACTOR PERSONNEL:** A list of personnel who will be onsite for project shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution, including:

A. First and last name;

B. Duration onsite; and,

C. Personnel responsibilities.

19. **SAFETY PROGRAM:** **CONTRACTOR** to provide **CITY** with safety program within 10 business days of contract execution.

20. **MEETINGS:** **CONTRACTOR** shall attend a pre-construction meeting with **CITY** representatives, as well as progress meetings as requested by the **CITY**.

21. **PROJECT SCHEDULE TIMELINE:** A project schedule timeline shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution.

Accepted schedule formats are Gantt chart, network diagram, critical path diagram, or sequential flow chart.

A Phase-Based Work-Breakdown Structure (WBS) by resource shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution and shall include a decomposed project scope consisting of phases and deliverables, tasks, and component deadlines.

22. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this **AGREEMENT** at the time or in the manner provided for, the other party

may, at its option, terminate this **AGREEMENT** and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this **AGREEMENT**.

23. **LIAISON:** The **CITY's** designated liaison for this **AGREEMENT** is Tricia Mae and the **CONTRACTOR**'s designated liaison for this **AGREEMENT** is Jason Kapfer.

24. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

25. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

26. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.

27. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products, and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the

CITY. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR**'s work product.

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

CITY OF BILLINGS, MONTANA

_____

WILLIAM A. COLE
MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

EMPIRE HEATING AND COOLING

_____

SIGNATURE

_____

PRINT NAME

_____

PRINT TITLE

EXHIBIT A

SCOPE OF WORK

All services to be rendered at
Site Name: Billings Fire Station #1
Site Address: 2305 8th Ave N, Billings MT
Tax ID: A02093

Exhibit B consisting of 3 pages
Detailed scope of work is included in Exhibit B Construction Documents dated 6/5/2023 and titled “CITY OF BILLINGS FIRE STATION NO.1 ROOFTOP UNIT REPLACEMENT PROJECT” including all project notes outlined on drawings.

Exhibit C consisting of 65 pages
All work will be subject to Exhibit C Project Manual and Specifications.

City Council Regular

Date:	08/14/2023
Title:	Fire Station #8 Interior Remodel
Presented by:	John Caterino, Facilities Manager
Department:	City Hall Administration
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve and award a contract for General Contracting services for Fire Station #8 interior remodel to Morgan Contractors for $464,900.00

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

Fire Station #8, located at 760 Lake Elmo Dr., was approved for purchase on the 11/18/2022 City Council meeting, in response to Councils' direction to obtain property for a future eighth fire station located in the heights. The 2018 ESCI long-range master-plan reported that this building was strategically located.

The existing building remodel scope of work requires interior and exterior remodel and upgrades to meet the needs of the Fire Department. The scope consists of selective demolition, new flooring, new restrooms, new kitchen and appliances, new dining and day rooms, upgrade to energy efficient LED lighting throughout, new engine exhaust extraction system, backup generator, and ADA/accessible site upgrades.

There are two locations that tested positive for ACM (asbestos containing material) but the cost for abatement is being covered through a Brownfields grants that was approved by Montana DEQ.

Facilities Division advertised an Invitation for Bid (IFB) on 05/12/2023 and 05/19/2023 in *Yellowstone County News* and on the City's website. No bids were submitted.

Subsequently, a second Invitation for Bid (IFB) was advertised on 06/16/2023 and 06/23/2023 in *Yellowstone County News* and on the City's website.

Bids were opened on 07/18/2023, and two bids were received with Morgan Contractors being the lowest responsible bidder.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

The following bids were received:

Bidder	Base Bid
TW Clark + Ridley	$497,500.00
Morgan Contractors	$464,900.00

The cost of the prime contract will be funded by Fire Department Station 8 construction fund.

Attachments

Morgan Contract

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **MORGAN CONTRACTORS LLC**, of 190 Edgar Fromberg Road, Billings, Montana 59029 hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to perform the services of General Contractor Services described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on March 1, 2024. The parties may extend this **AGREEMENT**, by mutual concurrence, for ninety (90) days, in writing prior to its termination.

3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

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

5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** Four Hundred Sixty-Four Thousand Nine Hundred ($464,900) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

   Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** monthly (or on such other basis as the Parties may mutually determine) for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the

services provided to the **CITY** during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

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

If partial payment is requested by **CONTRACTOR**, it shall be made upon invoice and said estimate being proportioned to the work completed by the **CONTRACTOR**. **CITY** shall deduct five percent (5%) from each 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 invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

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

6. **LIQUIDATED DAMAGES:** If **CONTRACTOR** does not complete the work by the designated contract date(s), liquidated damages will be assessed in the form of a daily charge for each day, except Saturdays, Sundays, and legal holidays which exceed the contract date.

   The daily charge(s) are stipulated to be reasonable quantifications of the damages incurred by the **CITY**:

   - Liquidated damages for failure to complete project: $150.00 per day.
   - The charge(s) will be deducted from money due the **CONTRACTOR**.

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

8. **INDEMNITY:**

   The **CONTRACTOR** SHALL:

A. Indemnify, defend, and save **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CONTRACTOR** or its agents or employees.

B. Not indemnify, defend, save, and hold the **CITY** 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 **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.

C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify, defend, save, and hold the **CITY** 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 **AGREEMENT**.

The **CITY** SHALL:

D. Indemnify, defend and save **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CITY** or its agents or employees.

E. 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 **AGREEMENT**.

F. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify, defend, save, and hold the **CONTRACTOR** 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 **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

9. **INSURANCE:** The **CONTRACTOR** shall maintain in good standing the insurance described in this Section. Before rendering any services under this

AGREEMENT, the **CONTRACTOR** shall furnish the **CITY** with proof of insurance in accordance with this Section.

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 -- $750,000 per claim and $1,500,000 per occurrence.

3) Automobile liability -- $1,500,000 per accident.

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

The **CITY** shall be listed as an additional insured on all policies except Worker's Compensation Policies.

CONTRACTOR shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA.

CONTRACTOR shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

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

CONTRACTOR shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount.

10. PERMITTING AND INSPECTIONS:

A. **CONTRACTOR** to obtain all required permits before beginning construction. Cost of permits shall be billed to the **CITY** as a reimbursable expense with no mark-up.

B. **CONTRACTOR** to obtain all required inspections during construction and at final completion.

11. EQUIPMENT AND MATERIALS CUSTODY:

A. **CITY** shall not be responsible for any equipment or materials until it is installed and commissioned.

B. If materials or equipment go missing for any reason before they are installed and commissioned, they shall be replaced at no cost to **CITY**.

C. All equipment and materials shall be secured and stored by **CONTRACTOR** in a location approved by the **CITY** or offsite.

D. If arrangements are made to store onsite **CITY** shall not be responsible for any missing items.

E. **CITY** will not take delivery of any equipment or materials.

F. All equipment and materials must be brought onsite by **CONTRACTOR**.

12. EQUIPMENT AND MATERIALS INVENTORY:

A. A detailed inventory list shall be provided by **CONTRACTOR** to **CITY** upon **CONTRACTOR** mobilization or project commencement.

B. Inventory list to include material information (make, model, etc.), and quantity.

C. When an item is installed and commissioned it shall be deducted from the inventory list.

13. WARRANTY: CONTRACTOR warrants that all services and work will be performed in a good workman-like manner. **CONTRACTOR** acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

14. COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, rules, and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

15. PREVAILING WAGE RATES: Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Furthermore, Section 18-2-417, requires allowance for a 3% annual increase in wages for a multiyear contract. (1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract. (2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. (3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, The booklet is attached and may also be found at http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates.

16. **CONTRACTORS' GROSS RECEIPTS TAX: CONTRACTOR** understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent

(1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars ($80,000) or more.

17. <u>NONDISCRIMINATION</u>:

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

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

The **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.

The **CONTRACTOR** and any subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to

compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **CONTRACTOR'S** legal duty to furnish information.

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

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

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

F. 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.

18. **CONTRACTOR PERSONNEL:** A list of personnel who will be onsite for project shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution, including:

A. First and last name;

B. Duration onsite; and,

C. Personnel responsibilities.

19. **SAFETY PROGRAM:** **CONTRACTOR** to provide **CITY** with safety program within 10 business days of contract execution.

20. **MEETINGS:** **CONTRACTOR** shall attend a pre-construction meeting with **CITY** representatives, as well as progress meetings as requested by the **CITY**.

21. **PROJECT SCHEDULE TIMELINE:** A project schedule timeline shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution.

Accepted schedule formats are Gantt chart, network diagram, critical path diagram, or sequential flow chart.

A Phase-Based Work-Breakdown Structure (WBS) by resource shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution and shall include a decomposed project scope consisting of phases and deliverables, tasks, and component deadlines.

If for any reason **CONTRACTOR** (or any subcontractors) fall behind on approved schedule, **CONTRACTOR** shall take all necessary actions to bring project back on schedule with no additional expense to the **CITY**.

22. **EXTENSION OF CONTRACT TIME DUE TO WEATHER DELAYS:** **CONTRACTOR** shall schedule the work to be completed within the contract time stipulated in the **AGREEMENT**. **CONTRACTOR'S** progress schedule shall include an allowance for time lost due to normal adverse weather. "Adverse weather" is defined as atmospheric conditions at a definite time and place that are unfavorable to construction activities. Adverse weather occurrences will not constitute justification for an extension of contract time unless the total time lost due to weather occurrences exceeds ten (10) percent of the contract time stipulated in the **AGREEMENT**. If the total time lost due to adverse weather exceeds the 10%, the contract time will be adjusted for each adverse weather day after the 10% is reached. **CONTRACTOR** shall, throughout the Project, record occurrences of adverse weather and resultant impacts to normally scheduled work, as well as the lingering effects of the occurrence. Adverse weather must prevent work on critical path activities for 50 percent or more of **CONTRACTOR'S** scheduled workday and actually cause a delay to the completion of the Project to be considered an adverse weather delay day. **CONTRACTOR** shall, in a timely manner, submit a written record of each adverse weather occurrence to **CITY** for approval.

23. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this **AGREEMENT** at the time or in the manner provided for, the other party may, at its option, terminate this **AGREEMENT** and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this **AGREEMENT**.

24. **LIAISON:** The **CITY's** designated liaison for this **AGREEMENT** is John Caterino and the **CONTRACTOR**'s designated liaison for this **AGREEMENT** is Ryan McLean.

25. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

26. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

27. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.

28. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products, and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR**'s work product.

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

CITY OF BILLINGS, MONTANA

_____

WILLIAM A. COLE
MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

MORGAN CONTRACTORS, LLC

_____

SIGNATURE

_____

PRINT NAME

_____

PRINT TITLE

EXHIBIT A

SCOPE OF WORK

All services to be rendered at
Site Name: Billings Fire Station #8
Site Address: 760 Lake Elmo Dr, Billings MT
Tax ID: A21239

Exhibit B consisting of 602 pages
All work will be subject to Exhibit B Project Manual and Specifications dated June 2023

Exhibit C consisting of 15 pages
Detailed scope of work is included in Exhibit C Architectural and MEP drawings dated 3/30/2023 and titled “REMODEL TO FIRE STATION 8” including all project notes outlined on drawings.

Exhibit D consisting of 1 page
All Owner supplied, Contractor installed items dated June 2023 are to be installed with coordination with Owner and to the specifications as stated in the Project Manual.

Exhibit E consisting of 1 page
Addendum #1 dated 6/21/2023 was issued to change the date of the pre-bid walk through.

Exhibit F consisting of 1 page
Addendum #2 dated 7/3/2023 was issued to clarify questions from Contractors that were asked of City staff at the pre-bid walk.

Exhibit G consisting of 1 page
Addendum #3 dated 7/13/2023 was issued to clarify questions from Contractors that were asked of City staff and identified plan errors.

Submittals to be submitted by Contractor and approved by Owner
- Project Schedule
- Substitution Requests

City Council Regular

Date:	08/14/2023
Title:	W.O. 23-07 Monad Road Sanitary Sewer Extension, 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. 23-07 Monad Road Sanitary Sewer Extension, Schedules 1, 2, and 3B-1 to COP Construction in the amount of $2,701,119.

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

W.O. 23-07 Monad Road Sanitary Sewer Extension will construct a new sanitary sewer main west along the Monad Drain from Shiloh Road to Georgina Drive. The new 30-inch diameter trunk main will allow gravity flow for current recently annexed development area along the Monad Drain corridor and future growth along a portion of 48th Street West once the pipe is extended further. An extension of a 10-inch sanitary sewer main is also proposed with the project to serve proposed development south of Central Avenue.

The proposed sewer extension was identified as a priority in the Wastewater Master Plan and FY24 CIP in order to reduce the service area of the Shiloh Crossing sanitary sewer lift station, which is nearing capacity. The new trunk main will serve future developments along the corridor and further to the west on King Avenue. The proposed trunk main allows gravity flow around the Shiloh Crossing lift station rather than expanding the lift station, saving pumping operating costs and expansion upgrades.

Various portions of the proposed project were bid as separate schedules to evaluate costs and allow flexibility in award. This contract is for the award of approximately 3,400 LF of 30-inch diameter sanitary sewer main, which would terminate on Georgina Drive. This contract also includes the award for 1,300 LF of 10-inch diameter sanitary sewer main to serve proposed development south of Central Avenue and allow future expansion of the Central Avenue corridor east of 48th Street.

The project was advertised June 16th, June 23rd, June 30th, July 7th, and July 14th in the Yellowstone County News and on the City's website. Bids were opened on July 18th, 2023 and three bids were received. COP Construction submitted the lowest, responsible bid for the desired schedules for which the City has adequate funding.

ALTERNATIVES

City Council may:

- Award W.O. 23-07 Monad Road Sewer Extension, Schedules 1, 2, and 3B-1 in the amount of $2,701,119; or,
- Not award a contract and reject all bids. If the project is not awarded, the City's sanitary sewer infrastructure would be unable to meet the needs of ongoing development and recently annexed property along the corridor.

FISCAL EFFECTS

The following bids were received:

CONTRACTOR	Schedule 1: Shiloh Road to Farmstead Apartments	Schedule 2: Hardt Extension	Schedule 3A: Farmstead Apartments to 48th Street W via Monad Drain Corridor	Schedule 3B-1: Monad Drain crossing to Georgina Drive	Schedule 3B-2: Georgina Drive - Farmstead Apartments to 48th Street West	Schedule 4: 48th Street West - Georgina Drive to Tandem Ridge Drive	Schedule 5: 48th Street West - Tandem Ridge Drive to King Avenue	Total: Schedules 1, 2, and 3B-1
COP Construction	$1,868,105.50	$446,875.50	$1,444,258.00	$386,138.00	$964,242.00	$1,070,451.00	$495,457.50	$2,701,119.00
Askin Construction	$2,212,933.20	$544,258.80	$1,479,730.20	$392,173.20	$1,255,745.70	$1,263,192.50	$459,550.90	$3,149,365.20
Western Municipal Construction	$2,231,641.80	$702,208.30	$1,288,221.30	$372,560.30	$1,185,647.50	$1,286,539.10	$488,900.10	$3,306.,410.40

The project was budgeted in FY24 using Wastewater Funds in the amount of $4,000,000. There is sufficient budget to award Schedules 1, 2, and 3B-1 of this project. Remaining funds will be used for any change orders, materials testing, and construction contract administration.

City Council Regular

Date:	08/14/2023
Title:	River Front Trail Change Order #1
Presented by:	Pigg Michael, Superintendent
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	No
Project Number:	W.O. 22-32 Riverfront Park Trail

RECOMMENDATION

Staff recommends approval of the change order number 1 totaling $99,971.75 for the trail rebuild project at Riverfront Park, funded by a grant from the Natural Resources Damage Fund. The original contract awarded was for 431,193.00. A budget amendment will not be needed because staff is recommending utilizing vacancy savings from 2023 Parks District #1. The vacant positions were the Project Manager which was vacant for 9 months and the Outreach Coordinator position which was vacant for 5 months.

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

The trail rebuild in Riverfront Park is funded by a grant from the Natural Resources Damage Fund which is compensation for the 2011 oil spill. The contract was approved by City Council on August 22nd, 2022 for $431,193.00. The trail was moved to the northern edge of Riverfront park because the river is changing course and eroded land the old trail occupied. The trail is partially completed including a bridge over the City County drain. **During the excavation and placement of gravel for the trail, the trail subgrade was unable to support construction equipment to build the trail. The subgrade soils are a silty/clay material and will not support construction equipment to build the trail. After some section, trial and error and consulting with Rimrock Engineering, it was determined to provide subgrade stabilization and increase gravel thickness of the trail.**

ALTERNATIVES

City Council may:

- Approve the change order or,
- Not Approve and provide staff with alternatives.

FISCAL EFFECTS

Approval of the change order and funding source will utilize the vacancy savings from PD#1.

SUMMARY

Approving this change order will allow the construction of the trail at Riverfront park to be completed. This is a very important trail segment that connects Riverfront Park trails to the trail expansion that continues East. The trail is partially completed, but can't be finished without solving the noncompactable sections.

Attachments

Change Order #1

CHANGE ORDER

(Instructions on reverse side) **No.** 1

PROJECT: W.O. 22-32 Riverfront Park Trail

DATE OF ISSUANCE:

OWNER: (Name & Address) City of Billings, 2224 Montana Ave., Billings, MT 59101

OWNER'S PROJECT NO. W.O. 22-32

CONTRACTOR: **K2 Civil, Inc.**, 6611 Trade Center Ave, Billings, MT 59101

ENGINEER: Office of the City Engineer

ENGINEER'S PROJECT NO.

CONTRACT FOR: Trail Construction

You are directed to make the following changes in the Contract Documents.

Description: During the excavation and placement of gravel for the trail, the trail subgrade was unable to support construction equipment to build the trail. The subgrade soils are a silty/clay material and will not support construction equipment to build the trail. After some section trial and error and consulting with a Rimrock Engineering it is determined to provide subgrade stabilization and increase gravel thickness of the trail.

Purpose of Change Order:

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Price	
101	Mobilization/Demobilization	1	LS	$ 3,500.00	$ 3,500.00	Increase plan quantity
105	1-1/2 Inch Minus Crushed Base Course	727	CY	$ 66.00	$ 47,982.00	Increase plan quantity
106	6" Non-Woven Separation Fabric	2,471	SY	$ 7.00	$ 17,297.00	Increase plan quantity
CO1-1	3/4 Inch Crushed Rock	130	CY	$ 95.00	$ 12,350.00	Add item for subgrade stabilization
CO1-2	Subgrade Stabilization BX 1200	3335	LF	$ 5.65	$ 18,842.75	Add item for subgrade stabilization
	Total Change Order 1				**$ 99,971.75**	

CHANGE IN CONTRACT PRICE:

Original Contract Price

$ 431,193.00

Previous Change Orders No. ___

$ N/A

Contract Price prior to this Change Order

$ 431,193.00

Net Increase (decrease) of this Change

$ 99,971.75

Contract Price with approved Change Order

$ 531,164.75

CHANGE IN CONTRACT TIME:

Original Contract Time

June 1, 2023
days or date

Net Change from previous Change Orders

N/A

Contract Time prior to this Change Order

June 1, 2023
days or date

Net Increase (decrease) of this Change

92
days

Contract Time with approved Change Order

September 30, 2023
days or date

RECOMMENDED:

By_____
Engineer

APPROVED:

By_____
Owner

APPROVED:

By_____
Contractor

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Time. Changes that have been initiated by a Work Directive Change must be incorporated into a subsequent Change Order if they affect price or time.

Changes that affect Contract Price or Contract Time should be promptly covered by a Change Order. The practice of accumulating Change Order items to reduce the administrative burden may lead to unnecessary disputes.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Time, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to price or to time, cross out the part of the tabulation that does not apply.

City Council Regular

Date:	08/14/2023
Title:	Airport Purchase of Four New Heavy Duty Pieces of Snow Removal Equipment from M-B Companies, Inc.
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve the agreement with M-B Companies, Inc., to purchase Four New Heavy Duty Pieces of Snow Removal Equipment for a total of $2,909,281.70.

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

Billings Logan International Airport is located in a Northern climate where snow and ice conditions occur each winter. During snow events staff utilizes a large fleet of equipment that includes heavy-duty snow plows, brooms and rotary snow blowers to remove the snow/ice from the Airport's 60+ miles of pavement surfaces which includes runways/taxiways and over 450,000 square feet of aircraft parking ramps. Included in the FY'24 Budget and as approved through the Equipment Replacement Program is the replacement and purchase of four new large pieces of snow removal equipment.

The Federal Aviation Administration (FAA) requires commercial service airports to prepare, maintain, and implement a comprehensive snow and ice control plan as per Federal Aviation Regulation Part 139.313. This regulation defines snow and ice as Foreign Object Debris (FOD) or a contaminant that has to be removed off of all airfield surfaces within a specific amount of time to maintain safety for all commercial aircraft. If this FOD is not removed from a parking ramp it could cause significant aircraft damage to a wing. Likewise, if a large accumulation of snow remains on a runway, it could be ingested into a jet engine and cause a catastrophic engine failure or fire that could result in a significant loss of life that the City of Billings Logan International Airport may be liable for. In order to prevent this from occurring, the Airport complies with the FAA approved snow/ice control plan and replaces snow removal equipment approximately every 20 years due to age, mechanical issues, unavailability of replacement parts, and advances in technology and design.

Staff plans to purchase this equipment through a Cooperative Purchasing program with Sourcewell, who has entered into a master agreement with M-B Companies to provide snow removal equipment to Airports. This program ensures a competitive public procurement process has occurred and is consistent with legal principles of open access, fairness, and transparency which is available to eligible government entities and complies with all City purchasing policies and Federal contract provisions. Additionally, this program provides a discount and prices lower than what are offered during the traditional bidding process. Based on all of this, the FAA's Airport District Office in Helena, MT has approved this procurement and the equipment will be paid for with Passenger Facility Charges (PFC) funds. Specifically, the four new heavy-duty pieces of snow removal equipment include:

Snow Removal Equipment	Price
MB2 Multi Tasking Snow Removal Vehicle with plow blade and sander	$639,069.24
MB2 Multi Tasking Snow Removal vehicle with plow blade and deicer	$653,545.80
MB3 Dedicated Front Mount Broom	$741,414.56
MB4 High Speed Rotary Blower	$875,252.10
Total :	**$2,909,281.70**

ALTERNATIVES

City Council may:

- Approve the purchase of four New Heavy Duty Pieces of Snow Removal Equipment from M-B Companies, Inc. for a total of $2,909,281.70 ; or,
- Not Approve the purchase and advise staff on how to proceed.

FISCAL EFFECTS

The total cost of this new equipment is $2,909,281.70 and will be paid for with Passenger Facility Charge (PFC) funds. These funds are available in the Airport's PFC account.

Attachments

Quote/Specs/Contract
M-B Purchase Agreement

M-B Companies, Inc.
Airport Maintenance Products Division
201 MB Lane
Chilton, WI 53014

Phone 800 558 5800
Fax 920 849 2629
www.m-bco.com

July 13, 2023

Billings Logan International Airport
Mick McCarthy
1901 Terminal Dr
Billings MT, 59105

Dear Mr. McCarthy,

M-B Companies, Inc. is pleased to quote to the Billings Logan International Airport an MB2 with 5CY dry spreader, tarp and dual spinners unit. Units will be purchased and built-in accordance the options you selected utilizing the M-B Companies Sourcewell contract 111522 and relevant MB4 pricing sheet (see attached).

MB2 Dry Spreader unit.

Net Price each:	**$ 639,069.24**
Each Additional Unit:	**$ 639,069.24**

Terms and Conditions

- Shipping: F.O.B. Billings MT, 59105
- Payment: Pricing listed includes Sourcewell discount.
- Term: Net 30
- Pricing does not include any applicable taxes.
- Estimated delivery: 450 Days from date the order is received by MB.
- Warranty: chassis 1-year, engines 2-years, and transmission 3-years.
- Onsite training included (operators and mechanics), not to exceed 3 days in order to accommodate multiple shifts.
- Factory training or pre-shipment inspection at Chilton, WI location available upon request.
- Quote good until 9/15/2023

Thank you for this opportunity, if you have any questions please contact myself at 920-242-4134 or email at jessie.carr@aebi-schmidt.com

Respectfully,

Jessie Carr

Jessie Carr
Regional Sales Manager
M-B Companies, Inc.

M-B Companies, Inc.
Airport Maintenance Products Division
201 MB Lane
Chilton, WI 53014

Phone 800 558 5800
Fax 920 849 2629
www.m-bco.com

July 12, 2023

Billings Logan International Airport
Mick McCarthy
1901 Terminal Dr
Billings MT, 59105

Dear Mr. McCarthy,

M-B Companies, Inc. is pleased to quote to the Billings Logan International Airport an MB2 with 1250 gallon deicer and 50' booms unit. Units will be purchased and built-in accordance the options you selected utilizing the M-B Companies Sourcewell contract 111522 and relevant MB4 pricing sheet (see attached).

MB2 liquid deicer unit.

Net Price each:	**$ 653,545.80**
Each Additional Unit:	**$ 653,545.80**

Terms and Conditions

- Shipping: F.O.B. Billings MT, 59105
- Payment: Pricing listed includes Sourcewell discount.
- Term: Net 30
- Pricing does not include any applicable taxes.
- Estimated delivery: 450 Days from date the order is received by MB.
- Warranty: chassis 1-year, engines 2-years, and transmission 3-years.
- Onsite training included (operators and mechanics), not to exceed 3 days in order to accommodate multiple shifts.
- Factory training or pre-shipment inspection at Chilton, WI location available upon request.
- Quote good until 9/15/2023

Thank you for this opportunity, if you have any questions please contact myself at 920-242-4134 or email at jessie.carr@aebi-schmidt.com

Respectfully,

Jessie Carr

Jessie Carr
Regional Sales Manager
M-B Companies, Inc.

aebi schmidt group

M-B Companies, Inc.
Airport Maintenance Products
201 MB Lane | Chilton, WI 53014 | USA
Phone: +1 920 849 2313 | Fax: +1 920 849 2629
www.m-bco.com
sales.mb@aebi-schmidt.com

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11/8/2022

Quotation For:

Customer	**Billings Logan International Airport**	**Date**	**4/14/2023**
Address	**1901 Terminal Circle**	**Quotation #:**	**Sourcewell 111522**
City, State, Zip Code	**Billings, MT. 59105**	**Customer ID:**	
Point of Contact	**Mick McCarthy**	**Quotation valid until:**	**7/15/2023**
Phone and Email Address	**406-657-8483 mccarthym@billingsmt.gov**	**Prepared by:**	**Jessie Carr**

Comments or Special Instructions:
Delivery charges will be figured based on end user location and current ship rates.
Startup and Training charges will be included at end user location
Final quote to end user will include this information.

PRODUCT CODE	DESCRIPTION	QTY	UNIT LIST PRICE	EXT. AMOUNT	Sourcewell price, 2% discount
MB2	Multi Tasking Snow Removal Vehicle with plow. The MB2 custom cab forward tractor is the most aggressive and maneuverable heavy duty snow removal chassis available for airports today. The versatile MB2 can be equipped with a variety of front plows, tow brooms, underbody scrapers, dump bodies, spreaders, and de-icing equipment as desired. It has a 6 speed automatic transmission, and the right side of its drive engine enclosure rotates upward to allow full access for maintenance and engine repair. The tapered spring suspension allows for a smoother ride and increased driver control.	1	$ 529,181.00	$ 529,181.00	$ 518,597.38
	Bulleted Items are Included or are features of the Base Unit				

- Tractor type custom chassis with four wheel/power divider 4 x 4 drive
- Designed for airport plows, tow brooms, underbody scrapers, dump bodies, spreaders, de-icing and other as desired
- Standard 158 inch wheel base with sharp steering axle cramp angles efficiently provide small turning circles
- Butterfly type hood engine enclosure, opens with power assist for maintenance and repair access
- 496 HP electronic controlled turbocharged T4F EPA emission certified diesel engine is standard, includes ether start
- Allison RDS 4000, 6 speed transmission
- M-B front "Nose Box" single speed drop box produces low speed torque as well as speeds up to 45 MPH
- M-B 29,000 pound front drive / steer axle with locking differential.
- Dana 23,000 pound rear drive axle with locking differential.
- ABS air brake control system (4-channel) with automatic traction control
- Dual 75 gallon fuel tanks for drive engine, for up to12 hours of operation
- 445/65R22.5 LR L traction tread front and rear tires
- Integrated hydraulic controls for plow and other attachments.
- Air ride cab mounts with driver and passenger seats with adjustable lumbar support
- Panoramic view. All flat glass for easy and local replacement. Forward slope windshield
- Four windshield wipers with three motor system, for reduced linkage issues and provides better snow removal
- Standard features include FMVSS compliant lighting, side light bars, heated windshield, cab heater, heated power mirrors, power windows, cab mounted FAA approved strobe
- Operator friendly, cab integrated microprocessor CAN bus controls with MDC (Monitor, Diagnose, Control)) color screen display for chassis and equipment, with CAN joystick for attachment operation
- Chassis side 5th wheel hitch and 9,000 pounds of steel ballast
- **P5014-S-D Airport Reversible Plow: 14** foot plow length, Straight 50 inch plow height, DIN flat face hitch, steel cutting edge, two heavy duty single casters reversible left and right up to 32 degrees.
- 1 yr warranty included in base unit.
- *Consult M-B prior to order to confirm choice of plow, engine, and other options.*

SUBTOTAL	$ 529,181.00	$ 518,597.38
OTHER		
TOTAL	$ 529,181.00	$ 518,597.38

Price for base unit:

OPTIONS

Chassis Options				
Four wheel steering with 27,000 pound rear drive/steer axle	1	$ 22,003.00	$ 22,033.00	$ 21,592.34
Engine oil pan heater, pad type		$ 776.00	$ -	$ -
Engine block heater, immersion type		$ 537.00	$ -	$ -
Battery trickle charger, 1.5 amp		$ 622.00	$ -	$ -
Battery charger, 20 amp	1	$ 610.00	$ 610.00	$ 597.80
Battery heater, pad type		$ 1,146.00	$ -	$ -
Remote battery jump start lugs		$ 384.00	$ -	$ -
Remote air fill port		$ 232.00	$ -	$ -
Hydraulic oil tank heater, pad type		$ 652.00	$ -	$ -
Fuel heater, immersion tank type		$ 776.00	$ -	$ -
Coolant filter		$ 234.00	$ -	$ -
Eight inch reflective stripe		$ 918.00	$ -	$ -
Numbers and lettering on unit		$ 674.00	$ -	$ -
Rear bumper chevron striping		$ 385.00	$ -	$ -
Rustproofing: under floor, fenders and battery box	1	$ 925.00	$ 925.00	$ 906.50
Rear mounted pintle hook	1	$ 256.00	$ 256.00	$ 250.88
Spare chassis tire and wheel		$ 2,682.00	$ -	$ -
Chassis Cab Options				
Air Conditioning	1	$ 4,043.00	$ 4,043.00	$ 3,962.14
Deluge System (Requires side door wipers)		$ 2,298.00	$ -	$ -
Side door window wipers		$ 617.00	$ -	$ -
Heated option for side door window wipers		$ 408.00	$ -	$ -
Heated option for windshield wipers		$ 597.00	$ -	$ -
Radio, AM/FM with weather band and CD player		$ 697.00	$ -	$ -
Rear view camera system, color (Includes rear facing LED flood lights)	1	$ 927.00	$ 927.00	$ 908.46
Golight Strkyer remote spot light on cab, (1)		$ 505.00	$ -	$ -
HID lights on cab light bar, flood, (2)	1	$ 1,966.00	$ 1,966.00	$ 1,926.68
HID lights on cab light bar, trapezoid, (2)		$ 1,829.00	$ -	$ -
HID lights on cab light bar, spot, (2)		$ 1,843.00	$ -	$ -
LED lights on cab light bar, flood, (2)	1	$ 1,158.00	$ 1,158.00	$ 1,134.84
LED lights on cab light bar, trapezoid, (2)		$ 1,085.00	$ -	$ -
LED lights on cab light bar, spot, (2)		$ 1,093.00	$ -	$ -
Rear facing LED flood lights, (2)		$ 411.00		
Amber snow plow lights on cab light bar, (2)	1	$ 565.00	$ 565.00	$ 553.70
Fire extinguisher, 2A:10BC, 5 lb. with mounting bracket		$ 288.00	$ -	$ -
Fire extinguisher, 10A:40BC, 10 lb. with mounting bracket		$ 350.00	$ -	$ -
Reversible Plow Options:				
Flared end moldboard in place of straight end moldboard	1	$ 2,943.00	$ 2,943.00	$ 2,884.14
Plow trip moldboard		$ 2,362.00	$ -	$ -
Hands free hitch	1	$ 1,608.00	$ 1,608.00	$ 1,575.84
Reversible Plow Width Options:				
16 foot plow in place of 14 foot plow		$ 1,426.00	$ -	$ -
18 foot plow in place of 14 foot plow		$ 2,092.00	$ -	$ -
20 foot plow in place of 14 foot plow	1	$ 2,759.00	$ 2,759.00	$ 2,703.82
22 foot plow in place of 14 foot plow		$ 3,424.00	$ -	$ -
24 foot plow in place of 14 foot plow		$ 4,090.00	$ -	$ -

Plow Cutting Edges				
Poly cutting edge in place of steel cutting edge, 14 foot		$ 1,148.00	$ -	$ -
Poly cutting edge in place of steel cutting edge, 16 foot		$ 1,568.00	$ -	$ -
Poly cutting edge in place of steel cutting edge, 18 foot		$ 1,688.00	$ -	$ -
Poly cutting edge in place of steel cutting edge, 20 foot		$ 1,807.00	$ -	$ -
Poly cutting edge in place of steel cutting edge, 22 foot		$ 1,926.00	$ -	$ -
Poly cutting edge in place of steel cutting edge, 24foot		$ 2,045.00	$ -	$ -
Kueper cutting edge in place of steel cutting edge, 14 foot		$ 2,334.00	$ -	$ -
Kueper cutting edge in place of steel cutting edge, 16 foot		$ 2,839.00	$ -	$ -
Kueper cutting edge in place of steel cutting edge, 18 foot		$ 4,261.00	$ -	$ -
Kueper cutting edge in place of steel cutting edge, 20 foot		$ 4,663.00	$ -	$ -
Kueper cutting edge in place of steel cutting edge, 22 foot		$ 5,065.00	$ -	$ -
Kueper cutting edge in place of steel cutting edge, 24 foot		$ 5,466.00	$ -	$ -
Carbide cutting edge in place of steel cutting edge, 14 foot		$ 1,722.00	$ -	$ -
Carbide cutting edge in place of steel cutting edge, 16 foot		$ 1,881.00	$ -	$ -
Carbide cutting edge in place of steel cutting edge, 18 foot		$ 2,061.00	$ -	$ -
Carbide cutting edge in place of steel cutting edge, 20 foot		$ 2,220.00	$ -	$ -
Carbide cutting edge in place of steel cutting edge, 22 foot		$ 2,381.00	$ -	$ -
Carbide cutting edge in place of steel cutting edge, 24 foot		$ 2,542.00	$ -	$ -
Tungsten carbide inserted rubber (JOMA 6000) cutting edge in place of steel cutting edge, 14 foot		$ 2,824.00	$ -	$ -
Tungsten carbide inserted rubber (JOMA 6000) cutting edge in place of steel cutting edge, 16 foot		$ 4,303.00	$ -	$ -
Tungsten carbide inserted rubber (JOMA 6000) cutting edge in place of steel cutting edge, 18 foot		$ 4,760.00	$ -	$ -
Tungsten carbide inserted rubber (JOMA 6000) cutting edge in place of steel cutting edge, 20 foot	1	$ 5,217.00	$ 5,217.00	$ 5,112.66
Tungsten carbide inserted rubber (JOMA 6000) cutting edge in place of steel cutting edge, 22 foot		$ 5,673.00	$ -	$ -
Tungsten carbide inserted rubber (JOMA 6000) cutting edge in place of steel cutting edge, 24 foot		$ 6,131.00	$ -	$ -
Plow Spare Parts				
Caster tire and wheel		$ 1,043.00	$ -	$ -
Caster tire, wheel, hub, bearings, axle and nuts		$ 1,271.00	$ -	$ -
Caster tire and wheel, foam filled		$ 1,126.00	$ -	$ -
Caster tire, wheel, hub, bearings, axle and nuts, foam filled		$ 1,355.00	$ -	$ -
P3UB Optional Underbody Scraper				
P3UB Underbody Scraper, 12 foot, 3 function, Steel cutting edge		$ 24,514.00	$ -	$ -
Options Subtotal			$ 45,010.00	$ 44,109.80
Total from Base unit			$ 529,181.00	$ 518,597.38
Total Unit Price			**$ 574,191.00**	**$ 562,707.18**
Discount off Total Unit Price, exclusive of freight, Quantity 3+ units; deduct: 2%	2%	$ 11,254.14	**$ 562,936.86**	**$ 551,453.04**
Delivery Starting Point **Chilton, WI 53014**				
Delivery Ending Point **City, State, Zip Code**				
Delivery price determined by calculated mileage between points (Yahoo Maps) and current shipping rates	1144	$ 21.00	$ 24,024.00	24024
TOTAL			**$ 586,960.86**	**$ 575,477.04**

Options (Chassis side 5th wheel hitch and 9,000 pounds of steel ballast removed)	List Price	Sourcewell Price Discounted Price
1250 gallon deicer system with 50 foot boom spray bar	$ 79,662.00	**$ 78,068.76**
5 cu yd stainless steel material spreader, electric tarp and dual spinners	$ 64,890.00	**$ 63,592.20**
MB2 with above options and 1250 Gallon deicer system with 50' boom spray bar	$ 666,622.86	**$ 653,545.80**
MB2 with above options and 5 Cu yd Stainless material spreader, electric tarp and dual spinners	$ 651,850.86	**$ 639,069.24**

M-B Companies, Inc.
Airport Maintenance Products Division
201 MB Lane
Chilton, WI 53014

Phone 800 558 5800
Fax 920 849 2629
www.m-bco.com

July 12, 2023

Billings Logan International Airport
Mick McCarthy
1901 Terminal Dr
Billings MT, 59105

Dear Mr. McCarthy,

M-B Companies, Inc. is pleased to quote to the Billings Logan International Airport an MB3 Dedicated Front Mount Broom unit. Units will be purchased and built-in accordance the options you selected utilizing the M-B Companies Sourcewell contract 111522 and relevant MB4 pricing sheet (see attached).

MB3 Dedicated Front Mount Broom unit.
Net Price each: $ 741,414.56
Each Additional Unit: $ 741,414.56

Terms and Conditions

- Shipping: F.O.B. Billings MT, 59105
- Payment: Pricing listed includes Sourcewell discount.
- Term: Net 30
- Pricing does not include any applicable taxes.
- Estimated delivery: 450 Days from date the order is received by MB.
- Warranty: chassis 1-year, engines 2-years, and transmission 3-years.
- Onsite training included (operators and mechanics), not to exceed 3 days in order to accommodate multiple shifts.
- Factory training or pre-shipment inspection at Chilton, WI location available upon request.
- Quote good until 9/15/2023

Thank you for this opportunity, if you have any questions please contact myself at 920-242-4134 or email at jessie.carr@aebi-schmidt.com

Respectfully,

Jessie Carr

Jessie Carr
Regional Sales Manager
M-B Companies, Inc.

aebi schmidt group

M-B Companies, Inc.
Airport Maintenance Products
201 MB Lane | Chilton, WI 53014 | USA
Phone: +1 920 849 2313 | Fax: +1 920 849 2629
www.m-bco.com
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11/8/2022

Quotation For:

Customer	**Billings Logan International Airport**	**Date**	**4/14/2023**
Address	**1901 Terminal Circle**	**Quotation #:**	**Sourcewell 111522**
City, State, Zip Code	**Billings, MT. 59105**	**Customer ID:**	
Point of Contact	**Mick McCarthy**	**Quotation valid until:**	**7/15/2023**
Phone and Email Address	**406-657-8483 mccarthym@billingsmt.gov**	**Prepared by:**	**Jessie Carr**

Comments or Special Instructions:
Delivery charges will be figured based on end user location and current ship rates.
Startup and Training charges will be included at end user location
Final quote to end user will include this information.

PRODUCT CODE	DESCRIPTION	QTY	UNIT LIST PRICE	EXT. AMOUNT	Sourcewell price, 2% discount
MB3-Broom	Front Mount Broom - The MB3 is a versatile custom cab forward airport chassis designed for front mounted plows, front mounted brooms, tow brooms, underbody scrapers, de-icing systems, and other attachments. 375 HP electronic controlled T4F EPA emission certified diesel chassis engine is standard. The MB3 axles are designed with sharp steering cramp angles providing for smaller turning circles and maximum maneuverability. Coupled with electronic automatic traction control the torque proportioning transfer case reduces tire wear while assuring the most efficient use of vehicle power. The MB3 broom features the 4616 pivot lift airport broom package which includes: 16 foot broom length, 13.1 foot swept path, 46 inch diameter, 375 HP electronic turbocharged T4F EPA certified diesel engine,dual impeller air blast system, and up to 475 rpm broom speed with up to 2,656 ft-lbs available torque at broom head. The standard broom is free floating with weight transfer, DIN flat face broom to chassis hitch, and has two single tire caster assemblies. All poly wafer type bristles are standard. Broom is reversible to left and right up to 35 degrees.	1	$ 693,088.00	$ 693,088.00	$ 679,226.24
	Bulleted Items are Included or are features of the Base Unit				

- Cab forward, rear engine chassis with four wheel Tru-Trac™ 4x4 drive
- Standard 164 inch wheel base with sharp steering axle cramp angles efficiently provide small turning circles
- Butterfly type hood enclosure for both chassis and auxiliary engines, opens with power assist for maintenance and repair access.
- Right side of drive engine enclosure rotates upward to allow full access to engine for maintenance and repair.
- 375 HP electronic turbocharged diesel T4F EPA emission certified chassis engine, includes ether start
- Allison RDS 4000, 6 speed transmission
- M-B "Torque Flow" transfer case featuring the Eaton Tru-Trac automatic differential. Single speed produces a wide torque / speed range. for low speed torque and speeds up to 45 MPH. Automatically and constantly proportions torque delivery between front and rear axles. Uses helical gears for positive and smooth torque transmission
- M-B 29,000 pound front drive / steer axle with limited slip differential.
- Dana 23,000 pound rear drive axle with limited slip differential.
- Tapered spring suspension provides smoother ride and increased driver control
- ABS air brake control system (4-channel) with automatic traction control
- Dual 125 gallon fuel tanks for drive and broom engines for up to 12 hours of operation
- 445/65R22.5 LR L traction tread front and rear tires
- Integrated microprocessor CAN bus controls, electric over hydraulic, for entire unit.
- M-B two-man, air ride cab: Panoramic view. All flat glass for easy and local replacement. Forward slope windshield. Four windshield wipers with three motor system for reduced linkage issues and provide better snow removal on windshield. Air-ride driver and passenger seats with adjustable lumbar suport. Standard features include FMVSS compliant lighting, side light bars, heated windshield, cab heater, heated power mirrors, power windows, cab mounted FAA approved flashing strobe
- Operator friendly, cab integrated microprocessor CAN bus controls with MDC (Monitor, Diagnose, Control)) color screen display for chassis and equipment, with CAN joystick for attachment operation
- 1 yr warranty included in base unit.
- Consult M-B prior to order to confirm choice of broom and other options.

SUBTOTAL	$ 693,088.00	$ 679,226.24	
OTHER			
TOTAL	$ 693,088.00	$ 679,226.24	

Price for base unit:

OPTIONS

Chassis Power Package Option				
496 HP, electronic turbocharged diesel engine. T4F EPA emission certified engine in place of 375 HP T4F engine	1	$ 11,566.00	$ 11,566.00	$ 11,334.68
Chassis Options				
Four wheel steering with 27,000 pound rear drive/steer axle	1	$ 22,003.00	$ 22,003.00	$ 21,562.94
Engine oil pan heater, pad type		$ 776.00	$ -	$ -
Engine block heater, immersion type		$ 537.00	$ -	$ -
Battery trickle charger, 1.5 amp		$ 622.00	$ -	$ -
Battery charger, 20 amp	1	$ 707.00	$ 707.00	$ 692.86
Battery heater, pad type		$ 1,146.00	$ -	$ -
Remote battery jump start lugs		$ 384.00	$ -	$ -
Remote air fill port	1	$ 232.00	$ 232.00	$ 227.36
Hydraulic oil tank heater, pad type		$ 652.00	$ -	$ -
Fuel heater, immersion tank type		$ 776.00	$ -	$ -
Coolant filter		$ 234.00	$ -	$ -
Rear bumper chevron striping		$ 385.00	$ -	$ -
Eight inch reflective stripe		$ 918.00	$ -	$ -
Numbers and lettering on unit		$ 674.00	$ -	$ -
Rustproofing: under floor, fenders and battery box	1	$ 925.00	$ 925.00	$ 906.50
Rear mounted pintle hook	1	$ 256.00	$ 256.00	$ 250.88
Spare chassis tire and wheel		$ 2,682.00	$ -	$ -

Chassis Cab Options				
Air Conditioning (not available with Dual Core Heater)	1	$ 4,041.00	$ 4,041.00	$ 3,960.18
Dual Core Heater (not available with Air Conditioning)		$ 2,554.00	$ -	$ -
Deluge System (Requires side door wipers)		$ 2,298.00	$ -	$ -
Side door window wipers	1	$ 923.00	$ 923.00	$ 904.54
Heated option for side door window wipers		$ 408.00	$ -	$ -
Heated option for windshield wipers		$ 590.00	$ -	$ -
Radio, AM/FM with weather band and CD player		$ 697.00	$ -	$ -
Rear view camera system, color (Requires rear facing halogen flood lights)		$ 2,238.00		
Golight Strkyer remote spot light on cab, (1)		$ 918.00	$ -	$ -
HID lights on cab light bar, flood, (2)	1	$ 1,966.00	$ 1,966.00	$ 1,926.68
HID lights on cab light bar, trapezoid, (2)		$ 1,829.00	$ -	$ -
HID lights on cab light bar, spot, (2)		$ 1,843.00	$ -	$ -
LED lights on cab light bar, flood, (2)	1	$ 1,146.00	$ 1,146.00	$ 1,123.08
LED lights on cab light bar, trapezoid, (2)		$ 1,085.00	$ -	$ -
LED lights on cab light bar, spot, (2)		$ 1,082.00	$ -	$ -
Rear facing LED flood lights, (2)	1	$ 298.00	$ 298.00	$ 292.04
Amber snow plow lights on cab light bar, (2)	1	$ 559.00	$ 559.00	$ 547.82
Fire extinguisher, 2A:10BC, 5 lb. with mounting bracket		$ 284.00	$ -	$ -
Fire extinguisher, 10A:40BC, 10 lb. with mounting bracket		$ 350.00	$ -	$ -
Broom Head Options:				
Vertical lift airport broom head in place of pivot lift head		$ 17,849.00	$ -	$ -
18 foot broom head in place of 16 foot		$ 2,116.00	$ -	$ -
20 foot broom head in place of 16 foot	1	$ 4,755.00	$ 4,755.00	$ 4,659.90
22 foot broom head in place of 16 foot		$ 9,509.00	$ -	$ -

Broom Engine Power Package Options:				
496 HP, electronic turbocharged diesel engine, T4F EPS emission certified, 500 rpm broom with 4828 ft-lbs of available torque at the broom shaft at 5075 psi in place of 375 HP T4F engine/hydraulics package		$ 18,377.00	$ -	$ -
Broom Engine Options				
Broom engine oil pan heater, pad type		$ 776.00	$ -	$ -
Broom engine block heater, immersion type		$ 531.00	$ -	$ -
Hydraulic oil tank heater, pad type		$ 652.00	$ -	$ -
Coolant filter		$ 463.00	$ -	$ -
Broom General Options				
Broom head marker lights		$ 932.00	$ -	$ -
Broom speed tachometer	1	$ 821.00	$ 821.00	$ 804.58
Automatic brush pattern adjustment	1	$ 912.00	$ 912.00	$ 893.76
Ground speed control (Must include automatic brush pattern adjustment and broom speed tachometer)	1	$ 609.00	$ 609.00	$ 596.82
Broom hydrostatic pressure guage		$ 534.00	$ -	$ -
Vibrator		$ 2,739.00	$ -	$ -
Auto stripper bar adjustment system (Required: automatic brush pattern adjustment)		$ 3,467.00	$ -	$ -
Broom Hood Option (For Pivot Lift head only)				
Snowshed hood for 16 foot broom head		$ 3,254.00	$ -	$ -
Snowshed hood for 18 foot broom head		$ 3,629.00	$ -	$ -
Snowshed hood for 20 foot broom head	1	$ 3,723.00	$ 3,723.00	$ 3,648.54
Snowshed hood for 22 foot broom head		$ 3,817.00	$ -	$ -
Broom Wafer Options				
All steel 10# wire wafers in place of all poly on 16 foot broom		$ 692.00	$ -	$ -
All steel 10# wire wafers in place of all poly on 18 foot broom		$ 776.00	$ -	$ -
All steel 10# wire wafers in place of all poly on 20 foot broom		$ 889.00	$ -	$ -
All steel 10# wire wafers in place of all poly on 22 foot broom		$ 946.00	$ -	$ -
8# poly. 10# wire, 50/50 wafers in place of all poly on 16 foot broom		$ 346.00	$ -	$ -
8# poly. 10# wire, 50/50 wafers in place of all poly on 18 foot broom		$ 385.00	$ -	$ -
8# poly. 10# wire, 50/50 wafers in place of all poly on 20 foot broom	1	$ 448.00	$ 448.00	$ 439.04
8# poly. 10# wire, 50/50 wafers in place of all poly on 22 foot broom		$ 510.00	$ -	$ -
Broom Spare Parts				
Spare set 16 foot cores		$ 5,488.00	$ -	$ -
Spare set 18 foot cores		$ 5,654.00	$ -	$ -
Spare set 20 foot cores	1	$ 6,033.00	$ 6,033.00	$ 5,912.34
Spare set 22 foot cores		$ 6,332.00	$ -	$ -
Set of four broom carts, non-adjustable		$ 1,208.00	$ -	$ -
End plate jack for use with core change (2)		$ 560.00	$ -	$ -
Spare caster tire and wheel, nitrogen filled		$ 715.00	$ -	$ -
Spare caster, tire, wheel, hub, bearings, axle and nuts, nitrogen filled		$ 947.00	$ -	$ -
Spare caster tire and wheel, foam filled		$ 546.00	$ -	$ -
Spare caster, tire, wheel, hub, bearings, axle and nuts, foam filled		$ 763.00	$ -	$ -
46" x 19.5" Poly Wafer, 8 lbs. 101-137212		$ 26.25	$ -	$ -
46" x 19.5" 13# Wire Wafer, 13lbs. 101-92109		$ 38.06	$ -	$ -
19.5" Spacer Ring. 402-93914		$ 3.10	$ -	$ -
FOD Options				
18 foot FOD box		$ 24,852.00	$ -	$ -
20 foot FOD box		$ 26,012.00	$ -	$ -
22 foot FOD box		$ 27,230.00	$ -	$ -
P5000 Optional Reversible Plow				
M-B P5000 14 foot straight reversible plow, 50 inch high, DIN hitch, Steel cutting edge		$ 54,988.00	$ -	$ -
Options Subtotal			$ 61,923.00	$ 60,684.54
Total from Base unit			$ 693,088.00	$ 679,226.24
Total Unit Price			**$ 755,011.00**	**$ 739,910.78**

Discount off Total Unit Price, exclusive of freight, Quantity 3+ units; deduct: 2%	2%	$ 14,798.22	**$ 740,212.78**	**$ 725,112.56**
Delivery Starting Point	**Chilton, WI 53014**				
Delivery Ending Point	**City, State, Zip Code**				
Delivery price determined by calculated mileage between points (Yahoo Maps) and current shipping rates	1144	14.25	$ 16,302.00	$ 16,302.00
TOTAL			**$ 756,514.78**	**$ 741,414.56**

List Price Sourcewell Price

Contact: Jessie Carr
201 MB Lane
Chilton, WI 53014
Phone (920) 242-4134

M-B Companies, Inc.
Airport Maintenance Products Division
201 MB Lane
Chilton, WI 53014

Phone 800 558 5800
Fax 920 849 2629
www.m-bco.com

July 12, 2023

Billings Logan International Airport
Mick McCarthy
1901 Terminal Dr
Billings MT, 59105

Dear Mr. McCarthy,

M-B Companies, Inc. is pleased to quote to the Billings Logan International Airport an MB4 High Speed Rotary Blower unit. Units will be purchased and built-in accordance the options you selected utilizing the M-B Companies Sourcewell contract 111522 and relevant MB4 pricing sheet (see attached).

MB4 High Speed Rotary Blower unit.

Net Price each:	**$ 875,252.10**
Each Additional Unit:	**$ 875,252.10**

Terms and Conditions

- Shipping: F.O.B. Billings MT, 59105
- Payment: Pricing listed includes Sourcewell discount.
- Term: Net 30
- Pricing does not include any applicable taxes.
- Estimated delivery: 450 Days from date the order is received by MB.
- Warranty: chassis 1-year, engines 2-years, and transmission 3-years.
- Onsite training included (operators and mechanics), not to exceed 3 days in order to accommodate multiple shifts.
- Factory training or pre-shipment inspection at Chilton, WI location available upon request.
- Quote good until 9/15/2023

Thank you for this opportunity, if you have any questions please contact myself at 920-242-4134 or email at jessie.carr@aebi-schmidt.com

Respectfully,

Jessie Carr

Jessie Carr
Regional Sales Manager
M-B Companies, Inc.

aebi schmidt group

M-B Companies, Inc.
Airport Maintenance Products
201 MB Lane | Chilton, WI 53014 | USA
Phone: +1 920 849 2313 | Fax: +1 920 849 2629
www.m-bco.com
sales.mb@aebi-schmidt.com

Verisys Registrars®
Helpful Auditing
ISO 9001 2015 Certified

11/8/2022

Quotation For:

Customer	**Billings Logan International Airport**	**Date**	**4/14/2023**
Address	**1901 Terminal Circle**	**Quotation #:**	**Sourcewell 111522**
City, State, Zip Code	**Billings, MT. 59105**	**Customer ID:**	
Point of Contact	**Mick McCarthy**	**Quotation valid until:**	**7/15/2023**
Phone and Email Address	**406-657-8483 mccarthym@billingsmt.gov**	**Prepared by:**	**Jessie Carr**

Comments or Special Instructions:
Delivery charges will be figured based on end user location and current ship rates.
Startup and Training charges will be included at end user location
Final quote to end user will include this information.

PRODUCT CODE	DESCRIPTION	QTY	UNIT LIST PRICE	EXT. AMOUNT	Sourcewell price, 2% discount
MB4 Blower	Custom Chassis Snow Blower - The MB4 chassis is designed to host the M-B MH7500 snow blower head and can be equipped to interchange for use with front plows, front brooms, tow brooms, and other equipment as desired. MB4 High Performance Airport Snow Blower design provides more than 1,000 HP to power snow blower head. The standard 755 HP electronic turbocharged T4F EPA emission certified auxiliary engine provides its entire 755 HP to the impeller drive. The hydrostatic blower ribbon is powered by the chassis engine. The ribbon is independently reversible and the speed is independent of impeller speed. Unique programming assures ribbon speed is automatically adjusted to compensate for vehicle speed. The efficient use of power from both engines provides a capacity up to 7500 tons per hour and cast distances in excess of 150 feet. Head cutting height is 58 inches and the 52.5" diameter ribbon has a cutting width is 102 inches. The 59" diameter fabricated impeller includes replaceable blades, mechanical drive and shear bolts to protect impeller and impeller drive. The rotating impeller housing and discharge chute allow adjustable cast direction, rotating 140 degrees from standard flat cast right. Steel cutting edge, pneumatic casters, Integrated carbide skid shoes, and rubber side containment blades are standard.	1	$ 845,132.00	$ 845,132.00	$ 828,229.36
	Bulleted Items are Included or are features of the Base Unit				

- Rear engine type chassis with four wheel Tru-TracTM 4x4 drive
- Standard 164 inch wheel base with sharp steering axle cramp angles efficiently provide small turning circles
- Butterfly type hood enclosure for both chassis and auxiliary engines, opens with power assist for maintenance and repair access
- 496 HP electronic turbocharged diesel T4F EPA emission certified chassis engine, includes ether start
- Allison RDS 4000, 6 speed transmission
- M-B "Torque Flow" transfer case featuring the Eaton Tru-Trac automatic differential. Single speed produces a wide torque / speed range. for low speed torque and speeds up to 45 MPH. Automatically and constantly proportions torque delivery between front and rear axles. Uses helical gears for positive and smooth torque transmission.
- M-B 29,000 pound front driving / steering axle with limited slip differential
- Dana 23,000 pound rear driving axle with limited slip differential
- Tapered spring suspension for smoother ride and increased driver control
- ABS air brake control system (4-channel) with automatic traction control
- Dual 125 gallon fuel tanks for drive and snow blower engines for up to12 hours of operation
- 445/65R22.5 LR L traction tread front and rear tires
- M-B two-man, air ride cab: Panoramic view. All flat glass for easy and local replacement. Forward slope windshield. Four windshield wipers with three motor system for reduced linkage issues and to provide better snow removal on windshield. Air-ride driver and passenger seats with adjustable lumbar support. Standard features include FMVSS compliant lighting, side light bars, heated windshield, cab heater, heated power mirrors, power windows, and FAA approved strobes on cab and rear engine enclosure .
- Operator friendly, cab integrated microprocessor CAN bus controls with MDC (Monitor, Diagnose, Control) color screen display for chassis and equipment, with CAN joystick for attachment operation
- 1 yr warranty included in base unit.
- Consult M-B prior to order to confirm choice of options.

SUBTOTAL	$ 845,132.00	$ 828,229.36
OTHER		
TOTAL	$ 845,132.00	$ 828,229.36

Price for base unit:

OPTIONS

Chassis Options				
Four wheel steering with 27,000 pound rear drive/steer axle	1	$ 22,003.00	$ 22,003.00	$ 21,562.94
Engine oil pan heater, pad type		$ 776.00	$ -	$ -
Engine block heater, immersion type		$ 537.00	$ -	$ -
Battery trickle charger, 1.5 amp		$ 622.00	$ -	$ -
Battery charger, 20 amp		$ 707.00	$ -	$ -
Battery heater, pad type		$ 1,146.00	$ -	$ -
Remote battery jump start lugs		$ 384.00	$ -	$ -
Remote air fill port		$ 232.00	$ -	$ -
Hydraulic oil tank heater, pad type		$ 652.00	$ -	$ -
Fuel heater, immersion tank type		$ 776.00	$ -	$ -
Coolant filter		$ 236.00	$ -	$ -
Rear bumper chevron striping		$ 385.00	$ -	$ -
Eight inch reflective stripe		$ 918.00	$ -	$ -
Numbers and lettering on unit		$ 674.00	$ -	$ -
Rustproofing: under floor, fenders and battery box	1	$ 925.00	$ 925.00	$ 906.50
Rear mounted pintle hook	1	$ 256.00	$ 256.00	$ 250.88
Spare chassis tire and wheel		$ 2,682.00	$ -	$ -
Chassis Cab Options				
Air Conditioning	1	$ 4,043.00	$ 4,043.00	$ 3,962.14
Dual Core Heater		$ 2,554.00	$ -	$ -
Deluge System (Requires side door wipers)		$ 2,298.00	$ -	$ -
Side door window wipers	1	$ 923.00	$ 923.00	$ 904.54
Heated option for side door window wipers		$ 408.00	$ -	$ -
Heated option for windshield wipers		$ 597.00	$ -	$ -
Radio, AM/FM with weather band and CD player		$ 697.00	$ -	$ -
Rear view camera system, color (Includes rear facing LED flood lights)	1	$ 2,238.00	$ 2,238.00	$ 2,193.24
Golight Strkyer remote spot light on cab, (1)		$ 927.00	$ -	$ -
HID lights on cab light bar, flood, (2)		$ 1,966.00	$ 1,966.00	$ 1,926.68
HID lights on cab light bar, trapezoid, (2)		$ 1,829.00	$ -	$ -
HID lights on cab light bar, spot, (2)		$ 1,843.00	$ -	$ -
LED lights on cab light bar, flood, (2)	1	$ 1,158.00	$ 1,158.00	$ 1,134.84
LED lights on cab light bar, trapezoid, (2)		$ 1,085.00	$ -	$ -
LED lights on cab light bar, spot, (2)		$ 1,092.00	$ -	$ -
Rear facing LED flood lights, (2)		$ 411.00	$ -	$ -
Amber snow plow lights on cab light bar, (2)	1	$ 565.00	$ 565.00	$ 553.70
Fire extinguisher, 2A:10BC, 5 lb. with mounting bracket		$ 288.00	$ -	$ -
Fire extinguisher, 10A:40BC, 10 lb. with mounting bracket		$ 350.00	$ -	$ -
Snow Blower Options:				
800 HP T4F Snowblower Engine in place of 755 HP T4F Snowblower engine		$ 6,371.00	$ -	$ -
496 HP T4F Snowblower Engine in place of 755 Hp T4F Snowblower Engine. Capacity up to 4000 tons per hour with a cast distance up to 100 feet.		$ (30,061.00)	$ -	$ -
Loading chute with directional flipper control for dump truck or spot casting	1	$ 16,647.00	$ 16,647.00	$ 16,314.06
Poly cutting edge in place of steel cutting edge		$ 760.00	$ -	$ -
Blower Engine Options:				
Blower engine oil pan heater, pad type		$ 776.00	$ -	$ -
Blower engine block heater, immersion type		$ 531.00	$ -	$ -
Hydraulic oil tank heater, pad type		$ 652.00	$ -	$ -
Coolant filter		$ 463.00	$ -	$ -
Snow Blower Spare Parts:				
Steel cutting edge		$ 229.00	$ -	$ -
Poly cutting edge		$ 885.00	$ -	$ -
Carbide skid shoes (2)		$ 498.00	$ -	$ -
Pneumatic caster assembly		$ 956.00	$ -	$ -
Shear bolt kit (5 sets, 10 total)		$ 232.00	$ -	$ -
Options Subtotal			$ 50,724.00	$ 49,709.52
Total from Base unit			$ 845,132.00	$ 828,229.36
Total Unit Price			**$ 895,856.00**	**$ 877,938.88**

Discount off Total Unit Price, exclusive of freight, Quantity 3+ units; deduct: 2%	2%	$ 17,558.78	**$ 878,297.22**	**$ 860,380.10**
Delivery Starting Point **Chilton, WI 53014**				
Delivery Ending Point **City, State, Zip Code**				
Delivery price determined by calculated mileage between points (Yahoo Maps) and current shipping rates	1144	$ 13.00	$ 14,872.00	$ 14,872.00
TOTAL			**$ 893,169.22**	**$ 875,252.10**

List Price Sourcewell Price

Contact: Jessie Carr
201 MB Lane
Chilton, WI 53014
Phone (920) 242-4134

DocuSign Envelope ID: 5BEC0083-8DD4-46F5-9406-9AFE95E3AE43

Sourcewell

Solicitation Number: RFP #111522

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ASH North America, Inc., dba Aebi Schmidt North America, 201 M-B Lane, Chilton, WI 53014 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Airport Runway Equipment with Related Supplies and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 3, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/2/2023 | 1:25 PM CST

ASH North America, Inc., dba
Aebi Schmidt North America

DocuSigned by:
By: Steffen Schewerda
EEA41C97ACAA48F...

Steffen Schewerda
Title: CEO - North America
Date: 2/6/2023 | 9:09 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 2/6/2023 | 9:41 AM CST

DocuSigned by:
By: Sarah Blashe
13E4347365294F6...

Sarah Blashe
Title: CFO – North America
Date: 2/3/2023 | 2:16 PM CST

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RFP 111522 - Airport Runway Equipment with Related Supplies and Services

Vendor Details

Company Name:	Aebi Schmidt North America
Does your company conduct business under any other name? If yes, please state:	Meyer Products, Swenson Spreader LLC, MB Companies Inc, Monroe Truck Equipment Inc, Monroe Towmaster LLC, Aebi Schmidt Canada, LLC
Address:	201 MB Lane Chilton, Wisconsin 53014
Contact:	Jason Bartuseck
Email:	jason.bartuseck@aebi-schmidt.com
Phone:	330-904-4720
HST#:	

Submission Details

Created On:	Tuesday September 27, 2022 09:17:54
Submitted On:	Tuesday November 15, 2022 12:47:59
Submitted By:	Jason Bartuseck
Email:	jason.bartuseck@aebi-schmidt.com
Transaction #:	886fa738-149b-4609-9e03-4b69a9d97584
Submitter's IP Address:	165.225.57.38

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	ASH North America, Inc Holding company for all North American organizations	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	M-B Companies, Inc., Monroe Truck Equipment Swenson Spreaders, LLC Aebi Schmidt Aebi Schmidt Canada, LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	M-B Co Aebi Schmidt Canada ELP MTE Monroe Swenson	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	M-B Companies unique entity identifier - IDHMAYZXTA6475 M-B Companies CAGE - 66234	*
5	Proposer Physical Address:	201 M-B Lane Chilton, WI 53014	*
6	Proposer website address (or addresses):	www.aebi-schmidt.com www.m-bco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Our organization requires two signatures on all documents Steffen Schewerda CEO - North America 201 MB Lane Chilton, WI 53014 steffen.schewerda@aebi-schmidt.com 920-898-1062 Sarah Blashe CFO - North America 201 MB Lane Chilton, WI 53014 sarah.blashe@aebi-schmidt.com 920-898-1008	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Bartuseck Vice President After Sales - North America 201 MB Lane Chilton, WI 53014 jason.bartuseck@aebi-schmidt.com 330-904-4720	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steve Mueller Inside Sales Manager - M-B Companies Airport Division 201 MB Lane Chilton, WI 53014 steve.mueller@aebi-schmidt.com 920-898-1077 Simon Boucher Director of Sales - Aebi Schmidt Canada 1186 Route 321N St-Andre-Avellin, QC, J0V 1W0 simon.boucher@aebi-schmidt.com 819-983-5000	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The privately held Aebi Schmidt Group is the world's largest and oldest manufacturer of municipal maintenance equipment, dating back to 1883. Group vision for the Aebi Schmidt Group is to be the global leader in intelligent solutions for customers to fulfill their mission of clean and safe infrastructure of demanding areas. Group mission is to improve customers performance with dependable solutions and first class service. To allow our employees to thrive in an environment of team spirit, long-term development and growth mindset. The formation of the company dates back to 1883 in which the Aebi mechanical workshop was founded in Burgdorf, Switzerland. In 1920, Alfred Schmidt Sr. started the Schmidt workshop in St. Blasien, Germany. In 1936, Schmidt launched its first snowplow into the market. Fast forward to 2007, Aebi and Schmidt were brought together under the umbrella of Aebi Schmidt Holding AG. In 2015, the group entered the North America market with the acquisition of Meyer Products, LLC and Swenson Spreader, LLC to start the holding company ASH North America. In 2018, the group added M-B Companies, Inc. to the mix. M-B Companies has four divisions (Brush, Airport, Attachments, Pavement Marking) with four separate manufacturing plants. In 2019, Aebi Schmidt North America formed a new Canadian business called Aebi Schmidt Canada to support sales into Canada. In 2020, the group added to the portfolio by acquiring Quebec, Canada-based Equipements Lourds Papineau, Inc (ELP), which manufactures heavy duty snow and ice equipment for use in the harsh Canadian winters. In late 2021, Aebi Schmidt took the next step in growth by acquiring Monroe Truck Equipment based in Monroe, Wisconsin. Monroe Truck is an industry leading truck equipment manufacturer, upfitter and distributor with over 60 years of expertise. The Aebi Schmidt group has more than $800 million in annual sales, 14 production facilities across the globe, over 3,000 employees, with a presence in 90 countries throughout the world. More information about M-B Companies, Inc.: M-B Companies, Inc. From clearing snow to painting lines for roads, M-B Companies, Inc. manufactures the highest quality products for many industries. Utilizing the latest in innovation and technology, M-B is the trusted manufacturer of airport runway maintenance equipment, pavement striping equipment, various size truck, tractor and loader attachment equipment, replacement brushes, and much more. The origin of M-B Companies, Inc. dates back to 1907. The company was formed by three German craftsmen, brothers Otto and Fred Meili and Paul Blumberg. Not surprising, they adopted the name "MB", which is still used today. The Meili brothers were inventors and Blumberg was an expert metalworker. They started the company in a small shop in New Holstein, Wisconsin, building agricultural implements. The Meili brothers and Blumberg were inventing and building a variety of equipment from road graders to paint stripers. In fact, the firm was one of the first Ford dealerships in the state of Wisconsin. As the company evolved, its destiny as a broom and striper manufacturer became evident. M-B built its first broom (a horse drawn model) in 1922. Through some ownership changes, M-B has enjoyed steady growth, including the construction in 1974 of an additional facility in Chilton, Wisconsin. In 2003, M-B acquired the Pro Chip family of wood and brush chippers. In 2004, M-B acquired the Lafarge Road Marking Equipment Division, located in Montgomery, Pennsylvania. In 2011, M-B released five (5) new products in the Airport Snow Removal Equipment market. In 2017, the Pavement Marking Division relocated to a new facility located in Muncy, Pennsylvania, and services customers across North America. M-B continues to focus on key niche markets and providing equipment to meet the needs of independent contractors, governmental agencies, and other road, turf, grounds maintenance and airport maintenance organizations around the world. In 2021, M-B Companies expanded their facility and opened up the North America Headquarters for the Aebi Schmidt Group. Aebi Schmidt Core Values (exhibit attached in document section)	*

		Excellence - we exceed customer expectations to achieve results Innovation - we break new grounds Accountability - we take ownership for our actions Passion - we strive to make a difference Customer Focus - we build sustainable relationships Collaboration - we are stronger together as a team Key Points to Business Philosophy: Sustainability Sustainability doesn't just happen by itself. It comes from how we think and act and ultimately how consistent we are about it. As a company, it is our responsibility to invest in the progress and in the future. But that also applies to our customers: everything we develop and produce also needs their commitment when put into practice. Sustainability is an essential part of our business activities. Our customers expect it of us, and we are convinced that sustainable companies are a step ahead of the rest and are more successful long term. Our economic, social, and environmental targets are being implemented along the entire value chain. We care about protecting the environment and use resources sparingly. As an industry leading employer, we continue to invest in sustainable technologies. We will act in a responsible and credible way along the entire value chain. This has resulted in valuable progress being made in recent years in terms of environmental awareness at our plants, in our processes and in our machines. Code of Conduct The code of conduct defines the corporate responsibility and applicable ethical standards by which we operate and addresses issues such as data privacy, environmental protection, fair competition and anti-corruption. By having a clear definition of responsibilities, risk management and efficient control systems, the Aebi Schmidt Group makes sure that all statutory provisions and industry standards in a complex regulatory environment is observed. Overview Aebi Schmidt North America offers long-lasting, time-tested brands with product offerings that have depth and breadth in the snow and ice industry. All the products offered along with the core values and business philosophy allow us to be considered the perfect partner for Sourcewell participating entities.	
11	What are your company's expectations in the event of an award?	We intend to offer our Sourcewell contract to all member and non-member entities. It will be our lead contract over any current state contract that we hold. We will promote Sourcewell to encourage non-participating entities to become members. We expect to help customers get the products they want and need rather than what is lowest bid by means of this contract and allow customers to purchase products that provide them with a lower total cost of ownership rather than the lower acquisition costs which most traditional bids offer. We intend to work with our contract administrator to provide training for our customer network to help them use the Sourcewell contract. We also intend to work into Canada with CANOE and further expand our reach into that market. We will continue to promote the Sourcewell contract on our literature as we have with past contracts and on our websites and in our trade show booths.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Aebi Schmidt does not publish independent financial information as a privately held organization. Attached in the documents section is the 2021 Annual Report. Inside cover to page 5 covers most of the financial details. The numbers in the report are prior to the acquisition of Monroe Truck Equipment. 2021 produced a record high of order entry across our organization and a small growth in sales over 2020. Overall coming out of the Covid pandemic, the Aebi Schmidt Group is in solid financial shape and looking to grow over the upcoming years.	*
13	What is your US market share for the solutions that you are proposing?	Our industry does not report sales individually, defining an exact market share is not feasible. We feel for the solutions that we provide in the airport runway equipment space we own around 60-70% market share in the United States.	*
14	What is your Canadian market share for the solutions that you are proposing?	The industry does not report individually so an exact market share is not feasible. We feel for the solutions we provide in the airport runway equipment space we provide about 35-40% of the products in Canada	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We would be best described as a manufacturer and service provider. We have outside sales team members that are direct employees of the organization. In most cases, we sell directly to the end users of the products and in a small amount of cases our salespeople work with hand selected dealers/distributors. The dealers are all third party. We have partnered with select dealers that represent our brands in their local markets.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Our industry does not require licenses or certifications to do business. We do hold certifications of good standing in states that require them. We also have ISO certifications in many of our manufacturing plants. M-B Companies ISO 9001 certificate is included in the documents section of the response.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	M-B Companies did have a brief debarment from 4/30/21 to 6/21/21 for a period of non-compliance due to an oversight causing a lapse in worker compensation filings with the State of New York for out of state individuals working in New York. During this time period M-B did not have any people working in the state and have rectified this issue. Included is the documentation of the situation and actions taken. This is no longer an issue.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	M-B Companies meets all of the requirements for the Airport Snow and Ice Control equipment advisory circular that provides guidance to assist airport operations in the procurement of snow and ice control equipment for airport use. This allows airport to use FAA grant money to purchase equipment.	*
20	What percentage of your sales are to the governmental sector in the past three years	95% of our sales for products represented in this response have been to the governmental sector.	*
21	What percentage of your sales are to the education sector in the past three years	Less than 5% of our sales of products in this response would be to the education sector. We have sold products to some university airfields.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	For equipment in this response, we hold contracts with the state of Minnesota, Costars in Pennsylvania, and a Defense and Finance Accounting Service contract. Costars Contract - 2020 - $0 / 2021 - $3,042,262 / 2022 - $0 Minnesota State Contract - 2020 - $6,191,048 / 2021 - $7,897,266 / 2022 - $18,623,572 DFAS contract - $18,236,320 total over three years - 6 million per year average We also hold many other state and cooperative contracts in other business segments. We currently hold four Sourcewell contracts as well.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently hold any GSA contracts or standing offer or supply agreements at this time.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Denver International Airport	Steve Ricci	720-391-5946	*
Dulles International Airport	Jon Gordon	703-572-2871	*
Baltimore Washington International Airport	Don Addison	410-859-7680	*
Ronald Reagan Washington National Airport	Chris Beiro	703-417-8322	
Ted Stevens International Airport	Phil Petrie	907-748-2320	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Chicago	Government	Illinois - IL	Airport snow removal equipment	$524,240	$27,784,750	*
Denver International Airport	Government	Colorado - CO	Airport snow removal equipment	$850,000	$18,498,739	*
DFAS, US Military	Government	District of Columbia - DC	Airport snow removal equipment	$500,000	$18,236,320	*
St. Louis Lambert International Airport	Government	Missouri - MO	Airport snow removal equipment	$850,000	$7,274,641	*
State of Alaska	Government	Alaska - AK	Airport snow removal equipment	$45,000 - 950,000	$4,501,510	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	M-B Companies Sales force consists of two regional sales managers that cover the United States. We also have an internal team of two inside salespeople and two parts salespeople. Aebi Schmidt Canada Our Canadian organization has four outside salespeople in the field. They also have a few internal sales support personnel. Our organization has over 60 years of experience combined selling our equipment to airport customers. In our North America sales organization, we have 33 outside salespeople across the United States and Canada and 23 internal sales support people. We have one of the largest and most robust sales forces in order to stay close to our customers and to provide them the service and support they need. Also, with over 250 dealer/distributors all with outside salespeople across the United States and Canada we have many people representing the Aebi Schmidt brands.	*
27	Dealer network or other distribution methods.	Both of our organizations that sell equipment to airports sell direct to the customers. In just a few cases do we have outside representation selling to the end users. The pieces of equipment are very technical and custom, so it is best to have factory trained staff selling the equipment to the end user.	*

28	Service force.	We have the largest and most experienced service force in the airport sector. Our field service team consists of 12 individuals that respond in person to customer warranty and field service claims. These technicians will diagnose the problem, order factory direct parts and perform the service necessary. The technicians are located all across the lower forty-eight of the United States along with one in Alaska and three in Canada. We also have a number of internal service people across our business units that accept incoming calls from customers and dealers to support them with ordering parts. We believe if we don't provide proper service and support that customer will not come back, we are looking for long-term customer/manufacturer partnerships to grow the business.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our organizations will handle the orders directly. Aebi Schmidt North America will handle the sales process with customers from end to end. We will provide the quote, accept the purchase order, deliver the product and provide any necessary service needed.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	As a company we understand that service and support is what helps us get repeat orders. We put a tremendous amount of focus on making sure the customer has what they need for support. Our service team is the first line of support for our airport equipment customers. Our service team can be reached via cell phone 24 hours a day. Our office customer service support people can be reached anytime between the hours of 7:30am - 4:30 pm CST. Our customer support team can work with our engineering team to solve any problems in an expedited manner. If parts orders are placed by 2 pm CST, the order will be shipped next day for in stock parts. Our goal is to resolve customer issues as quickly as possible and all 1500 employees in North America have the understanding that our customers come first and are always top priority.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are fully able and eager to offer products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are fully able and eager to offer products and services to Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are able to service all geographic areas through this contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We can service any customer that would be purchasing equipment related to this proposal.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions working with entities in Hawaii, Alaska or in other U.S. territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Aebi Schmidt North America's marketing strategy to promote the Sourcewell contract will include a multi-pronged approach as outlined below: Selling Strategy Once awarded, Aebi Schmidt will schedule sales meetings to train the inside and outside salespeople across all Aebi Schmidt brands on the specifics of the Sourcewell contract including pricing, the bidding process and other procedures. The sales team will be provided tools to effectively communicate the award to all dealers, contractors, nonprofits and government agencies throughout the U.S. and Canada to ensure the success of the contract. Marketing Strategy Leveraging Aebi Schmidt's current marketing strategy for its North America brands, the Sourcewell contract will be promoted through an aggressive multi-channel approach utilizing digital and traditional initiatives. Digital Strategy Website - Add content to Aebi Schmidt's corporate and individual branded websites reflecting the award, adding the Sourcewell logo in high- traffic locations. - Create a Sourcewell dedicated landing page on each website to house all important information for Sourcewell customers - Create landing page and data capture form for municipal/government website visitors interested in receiving emails with Sourcewell information - Optimize websites with key words and updated metadata as needed to increase search engine response for Sourcewell - Blog announcing award on the Aebi Schmidt Group corporate blog (https://blog-en.aebischmidt.com/) Email marketing - Execute "onboarding" email campaign for all airports in our CRM. - Series of emails that will educate the Aebi Schmidt North America team on the Sourcewell award, its customers, and important contract information - Emails highlighting "good to know" contract information, products that are performing well on contract, and other relevant information so that our team can better serve Sourcewell members - Add Sourcewell logo on pre- and post-tradeshow email campaigns - Series of emails to inform and promote the Sourcewell contract to customers and prospects - Email drip campaign for visitors providing contact information on website landing page/data capture form - Emails highlighting information and products performing well on contract Social - Celebrate and promote Sourcewell award through organic and paid posts on Facebook, LinkedIn and Instagram channels across all brands - Include Sourcewell logo on social posts when relevant to provide continued social presence for Sourcewell and brands. Traditional Strategy Trade Journal Advertising / Literature - Use of Sourcewell logo in trade magazine advertisements - Update product literature to include the Sourcewell logo Trade Shows - Include Sourcewell logo on signage at tradeshows - Support trade shows with pre-show mailers, emails, and other digital promotion – including social posts – that include the Sourcewell logo Earned Media/Public Relations Strategy Aebi Schmidt will utilize unpaid, or earned, media to promote the Sourcewell contract. This includes garnering publicity in a variety of media outlets. - Press release distribution and media outlet follow-up announcing the award - Blog post with award announcement on Aebi Schmidt website (see website tactics) - Additional blog posts with "how to" and "best practice" information regarding the contract - Pitch stories for editorial placement in trade publications airports. We will also ask to work with our Sourcewell representative to schedule training sessions with our salespeople. We want to partner closely with Sourcewell to promote the program across our network. Attached in the document section will be a few examples of marketing materials.	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Aebi Schmidt North America is supported with strong digital marketing strategies executed through corporate and brand websites, content marketing, email automation, digital display and search ads, social media platforms, and emerging technologies, such as geo-fenced marketing. Key strategies and initiatives are detailed below. Content/Email Marketing -- Creating valuable content is a key initiative for Aebi Schmidt. Offering value-added content geared to educating prospects and customers on relevant topics helps them better perform their jobs and endears them to Aebi Schmidt's brands. The cookie-obtained data we gather via these efforts helps to understand the needs of end users, which leads to product innovation and timely marketing. Aebi Schmidt also intends to use content marketing in support of our salespeople by providing qualified leads through lead-generation tools such as data-capture forms and gated content. Automated Email campaigns are an offshoot of the content strategy and are often used in support of product-specific marketing and events, such as trade shows. The goal of email automation is to offer customers and/or prospects the right products, at the right times and prices, in addition to tracking activity on calls-to-action. Search Engine Marketing (SEM) -- Aebi Schmidt North America has focused on improving search engine performance and ranking by optimizing (SEO) all its websites for improved organic results. By focusing on new content, improved metadata, updating descriptions with keywords and phrases, more strategic labeling of files, etc., improvements have been realized in organic results. Once awarded, Aebi Schmidt plans to modify its search engine strategies in support of the Sourcewell award, thereby making it easier for stakeholders to find the products and services they seek. Digital Display, Search and Banner Advertising -- On a limited basis, Aebi Schmidt uses digital display and search advertising to help create awareness of products and special promotions. In-depth keyword research and search analytics are used to develop ad targeting to best reach audience segments at the optimum cost or bid. Additionally, websites with available advertising space that are relevant to target audiences may be used for banner ads. Social Media – Aebi Schmidt North America and its brands leverage their presence on Facebook, LinkedIn, YouTube and Instagram to build brand and product awareness, while creating a strong relationship with end-users and key influencers. Organic content is posted regularly and strategic paid social campaigns with highly targeted segmentation are used. Social media channels also represent a means for Aebi Schmidt's customers and prospects to engage in two-way dialog – social channels are used as an extension of customer service efforts, with responses provided to all posted questions	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell Promotion Sourcewell can support the promotion of contracts through regular communications to drive membership with Sourcewell and to inform existing members of new vendors and products on awarded contracts. Sourcewell can also provide vendors with marketing information that can be shared out through the variety of communication channels. Sales Process Throughout the length of the contract, the Aebi Schmidt North America marketing team will regularly communicate with the sales team regarding the contract to reinforce the information they received during training provided at beginning of contract. Reiterating the pricing, bidding process and procedures will help the sales team keep Sourcewell top-of mind. The sales team will schedule sales calls with customers, including the top airports from Aebi Schmidt's CRM system to inform them of the Sourcewell contract and explain the benefits if they are not Sourcewell members.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We have just started working on implementing an ecommerce platform for our customers. We anticipate having a solution for our customers during the contract period. All customers will have their own login, and which will take them to their specific machines they have. This way they can see all their instruction manuals, repair manuals, bill of materials and drawings. This will make it easy to determine which parts they will need to order for repairs.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All of the equipment included in the response include initial startup and training in the pricing. We offer two types of audit services. The first type is a one-day machine audit looking over the machine to determine if it needs any part repair/replacement or service work. We also offer a "wet" audit which is a replacement of all necessary fluids and a normal audit of the machine. We also offer paid training for technicians or operating staff. Additionally, we offer onsite labor/repair work at an hourly rate for any machines out of warranty. Finally, we do offer extended warranty programs for our equipment. All of these added programs are priced out in our pricing details.	*

41	Describe any technological advances that your proposed products or services offer.	We offer telematics programs as an add on for our airport equipment. Information regarding this technology is included in the attachments section and pricing is included in the pricing pages. A new advancement that has just taken place this year is the introduction of a new unit called the MB5C unit. This is an integrated multi-tasking unit that has the capability for the broom to cradle in line with machine, so when it is stored the footprint width is much smaller than previous units. This is the first piece of multi-tasking equipment with these capabilities.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Aebi Schmidt also has a full commitment to sustainability in our factories. The following green initiatives were utilized during construction of the new manufacturing and office spaces in our recently completed plant expansion and North America corporate headquarters. Additional wall insulation = R29 to reduce heating/cooling costs Additional roof insulation = R43 to reduce heating/cooling costs Foundation insulation = R7.5 to substantially reduce heat loss through the floor High efficiency windows in both buildings Toilets and urinals with low GPF (low consumption per flush) LED lighting throughout both new spaces (ultra-low energy consumption units) Occupancy sensing light controls in offices and restrooms (lights turn on when someone enters and turn off after a pre-determined time) All exterior lighting is LED controlled by a photo eye VFD air compressors (variable speeds to supply the correct amount of air when required) State of the art Powder Coat system (the system uses energy only when required to perform a process) Switch to Zirconium based pre-treatment for both wet and powder paint lines (biodegradable product can be sent directly to sanitary sewer without a pre-treatment requirement) Multi-stream recycling compactor (cardboard, paper, plastic and glass can be recycled in the same container) All of our North America factories have LED lighting throughout. All factories have segregated waste material containers for metal and cardboard scrap to get recycled. Organizational commitment to reduce paper consumption by 30%. Our locations in Germany, Austria, Sweden and Norway are powered by up to 100% sustainably produced electric. In the Netherlands, we produce more than 54% of our electricity requirements. We have 8 projects in development in our organization for e-vehicles devices and modules. Pictures of our waste containers included in documents section along with a copy of our annual report which talks about sustainability and corporate responsibility on pages 26-38.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Aebi Schmidt does not have any third-party issued eco labels, ratings or certifications for the equipment that is included in this proposal. In an effort to be more sustainable, we do offer electric powered spreaders and v-boxes to help protect the environment from harmful CO2 output. We are also working with chassis manufacturers to ensure that our equipment will work with the electric vehicles of the future. Ensuring that the PTO of these vehicles have the power necessary to work with plows, and other attachments.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Aebi Schmidt North America does not carry any WMBE designations directly. Aebi Schmidt does strive to work with organizations that do hold certifications. Approximately 6% of the parts we source for production of our equipment are from WMBE or SBE organizations. Attached you will see documentation and a letter of our intent and the some of the suppliers we work with. Aebi Schmidt North America does have dealers that we work with that are WMBE and/or SBE orientated. One such dealer we provide product to for the city of Chicago is Steve's Equipment Services. Attached in the documents is their MBE certification with the city of Chicago.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer after sales service programs for our products that no other business in the airport sector can match. We have the largest service team that travels to support our customers. As a company, we understand that the equipment that is supplied on this contract is mission critical and needs to have as little down time as possible. Our service organization is the strongest in the industry.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Our warranties cover all equipment that we manufacture. There are third party components such as drive trains or third-party chassis that would be covered under those manufacturer's warranties. During the covered warranty period for all Aebi Schmidt products all labor and parts are covered at 100%. If the warranty work is not performed by Aebi Schmidt staff, then we will pay 75% of the posted labor rate. Documents attached.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions during the warranty coverage period.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, all warranties cover the expense of our technicians travel time and mileage.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, there is not a region that we cannot provide technician support.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Items such as chassis or engines are covered by the other manufacturers warranties. We will support and service if needed as our service team are certified to work on all engines that we sell.	*
51	What are your proposed exchange and return programs and policies?	Our manufactured units are custom pieces of equipment and are not eligible for return or exchange. Part returns or exchanges are accepted. The customer is responsible for the freight to return items and a 30% restocking fee unless the part being returned was shipped by error (wrong part) from Aebi Schmidt North America. Our goal is customer satisfaction so we will do our best to work with our customers at all times within reason.	*
52	Describe any service contract options for the items included in your proposal.	We offer many services for our airport equipment: Extended warranty packages Machine audit programs - review of the machines for part malfunctions or service work needed. General machine repair service by the hour or contract. Machine "wet" audits - same as a machine audit with all fluid work included. Operator and technician training classes Annual maintenance packages	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our preferred payment method is electronic funds transfer. We will also accept credit cards with a service fee of 3% on orders under $10,000, check payments and ACH transactions.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both financing and leasing options for our customers through the Alliance Funding group. The program is for any transaction from 300,000 to 25 million. Flexible terms ranging from 24 to 96 months repayment of loans or leases for heavy equipment and smaller loans from 5,000 to 250,000 for less expensive items with repayment terms of 3 to 18 months. We have also started working with NCL government and their financing team to offer programs to our customers. This is particularly nice for customers who need to bid their financing as well as NCL has a Sourcewell contract for financing. We will include literature for all programs in our attachments.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Standard documents include: Price quotation in approved Sourcewell format with our Sourcewell member number We supply our standard terms and conditions with all quotes. Upon machine delivery we provide all warranty information and contact information of anyone who would be needed to be contacted for support Included in the documents section is our standard terms and conditions documents along with our insurance documents.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept credit cards for any parts orders. We do accept this type of payment with a 3% fee. Most often our products are beyond the threshold of any credit card or p-card so most often orders are placed via Purchase Order number and paid through an EFT transaction.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All of our pricing provided shows a list price and the Sourcewell member price, which is discounted from the list. Pricing is uploaded in the documents section.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount being provided is two percent off of the list price for equipment, twenty percent off service audits and training, one percent discount on extended warranties and ten percent off of parts. This is our largest discount provided anywhere. On some units a 1% discount is more than 90k in savings from list price.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We will offer an additional two percent discount on orders of three or more units.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Each request for a sourced, open market or nonstandard product will be quoted at the time of each request. The member will be provided with our method of calculating the price through a quote for each request.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All elements included in the total cost of acquisition are included in this response. All options when it comes to installation, set up, mandatory training and initial inspection is included in the pricing.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight is hauled from the manufacturing plant to the end user in the continental United States and Canada. If the shipment comes from overseas, it will be shipped via ship transport and then hauled once landed in North America. The pricing for freight is a price per mile from the factory to the end user.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada and the U.S. Islands orders will be shipped based on the best delivery option to the area and the type of unit. Orders can be shipped via boat or even air if required.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Customers can arrange their own freight if they request. We would still be onsite for the startup and training as that is included in our pricing.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for Sourcewell members is our best pricing offered on any contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	The Accounting and IT teams will be responsible for establishing, using, auditing and maintaining the procedure for recording sales to Sourcewell members in order to ensure our ability to report member sales to Sourcewell quarterly and submit the appropriate fee. The management team will receive monthly reports that will identify Sourcewell member orders, pricing, invoicing, and administrative fee to be submitted to Sourcewell. Additionally, the Audit team at the Aebi Schmidt Group will be advised of the contract requirements so that they can periodically audit for adherence to the contract, including pricing, sales reports, administrative fee submittals, etc. We have documented price lists that will be shared with our dealers and salespeople, which will be input into our financial system for orders labeled as Sourcewell with the contract number attached. Each quarter our controllers will roll up all of the sales and ensure the proper administrative fees are sent from our organization to Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Aebi Schmidt North America utilizes the A3 project management process when defining sales targets for our business units, sales team members. Within each A3, targets for sales budgets and growth are broken down. We have created milestones (KPIs) for business units and individual regional territories. One milestone specific to Sourcewell will be created to track progress, usage, understanding, etc. Once awarded each business will be provided a sales growth target for "Sourcewell sales." Meetings are held monthly to track progress of these goals. All opportunities in the Salesforce CRM system will be labeled as "Sourcewell" opportunities and that data will be tracked. We will develop KPIs for these opportunities to ensure progress is being made with these opportunities and they are trending in the direction of a sale. Metrics will be tracked, baselines for closing percentage are established and expectations will be set. Each salesperson in our organization will have a target established for sales created using Sourcewell.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Aebi Schmidt North America proposes to pay Sourcwell a 1.5% fee on all sales to Sourcewell members. The 1.5% is exclusive of freight costs. This is a substantial amount based on the cost of the products included on the proposal.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We offer a full line of airport runway snow and ice equipment and related supplies and services. Included in the attachments is sales literature and specifications of the equipment we are offering.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of the products we are proposing fall within the scope of the RFP. We don't have any subcategories at this time.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Plows;	(•) Yes ( ) No	We are offering multiple runway plows.	*
72	Blowers;	(•) Yes ( ) No	We are offering three different blowers	
73	Brushes and sweepers;	(•) Yes ( ) No	We are offering a full line of brushes and sweepers including multi-tasking equipment.	
74	Anti-icing equipment and deicing equipment;	(•) Yes ( ) No	We are offering anti-icing both through multi-tasking equipment and stand-alone spray units.	
75	Rubber removal equipment;	( ) Yes (•) No	We do not offer this equipment	
76	Runway closure markers;	( ) Yes (•) No	We do not offer this equipment	
77	Runway traction equipment;	( ) Yes (•) No	We do not offer this equipment	
78	Equipment accessories and technology related to production of a turn-key solution complementary to the solutions described in Lines 71-77 above.	(•) Yes ( ) No	We offer full turnkey products	*
79	Complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of equipment described in Lines 71-77 above.	(•) Yes ( ) No	We offer parts and service for all of our equipment offered.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		no exceptions

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Pricing and Salesforce.zip - Monday November 14, 2022 09:08:16
- Financial Strength and Stability - Company Information.zip - Saturday November 12, 2022 16:05:35
- Marketing Plan/Samples - Marketing.zip - Saturday November 12, 2022 16:05:55
- WMBE/MBE/SBE or Related Certificates - MBE.zip - Saturday November 12, 2022 16:07:32
- Warranty Information - Warranty Information.zip - Saturday November 12, 2022 16:06:19
- Standard Transaction Document Samples - Standard documents.zip - Saturday November 12, 2022 16:12:28
- Upload Additional Document - Products.7z - Monday November 14, 2022 15:07:33

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Bartuseck, Vice President After Sales - North America, ASH North America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Airport_Runway_Eqpt_RFP_111522 Tue October 25 2022 01:23 PM	☑	1
Addendum_2_Airport_Runway_Eqpt_RFP_111522 Mon October 24 2022 03:59 PM	☑	1
Addendum_1_Airport_Runway_Eqpt_RFP_111522 Mon October 17 2022 11:06 AM	☑	1

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into on _____, by and between the **CITY OF BILLINGS, MONTANA** (Billings Logan International Airport), a municipal corporation organized and existing under the laws of the State of Montana, 1901 Terminal Circle, Room 216, Billings, Montana 59105, hereinafter referred to as "City," and the M-B Companies, Inc., hereinafter referred to as "Seller."

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

1. PRODUCT PURCHASED: Seller agrees to sell and City agrees to purchase the goods ("Product") as described below and, if applicable, per written City's specifications and Seller's proposal attached hereto as Attachment A, which are incorporated into this Agreement by this reference. The Product being purchased consists of:

Item MB2 Multi Tasking Snow Removal Vehicle with plow blade and sander
MB2 Multi Tasking Snow Removal vehicle with plow blade and deicer
MB3 Dedicated Front Mount Broom
MB4 High Speed Rotary Blower

Price $639,069.24
$653,545.80
$741,414.56
$875,252.10
Total: $2,909,281.70

- And as per attached;
- Cooperative Purchasing Sourcewell Agreement 111522
- M-B Companies, Inc, price quotes
- AEBI Schmidt Group specifications

2. PRICE: The City agrees to pay $2,909,281.70 as the purchase price. All prices are inclusive of any applicable Local, State, or Federal taxes that may be applied to the Product to be purchased. The purchase price is free on board at the place of delivery and Seller may not impose any additional, shipping, delivery, or storage charges.

3. DELIVERY AND PAYMENT: Seller agrees to deliver the above described Product to City within 450 days of receipt of City's order unless otherwise provided in this Agreement. Delivery will occur at the Billings Logan International Airport, Airport Operations Center, 2281 Overlook Dr, Billings, Montana, 59105 or at a place otherwise selected by City. Upon delivery, City may inspect the Product to ensure that it meets City specifications, and Seller may obtain specifications from City upon request. If the Product meets City specifications, City shall tender the purchase price stated above to Seller through the City's normal claim process.

4. SPECIFICATIONS: Seller agrees that this Product complies with the City's specifications provided to Seller and with the Seller's proposal thereto as accepted by the City. Unless otherwise agreed to by the City, the City's specifications govern and control in the event of inconsistencies with the Seller's response to the same.

5. REQUIRED FEDERAL CLAUSES:

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

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

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

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

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
2) Cancelling, terminating, or suspending a contract, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of Paragraphs a. through f. in every subcontract, including procurements of materials and

leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including, but not limited to:

a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

b. 49 CFR Part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

i. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Federal Regulations at 74087 to 74100);

l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq*).

6. DEFAULT AND TERMINATION: If Seller fails to deliver the Product as set forth in Paragraphs 2 and 3 above, or violates any provision of this Agreement, or if the Product fails to meet City's specifications, City may, at its option, declare the Seller in default and immediately cancel and rescind this Agreement. Thereafter, City may procure substitute Product to replace the Product described herein. In such event, Seller is liable to City for the difference between the price set forth herein and the price paid by City for replacement Product. Additionally, the City may pursue any other remedy it has at law or in equity.

7. WARRANTY: Unless superseded or supplemented by an express warranty, Seller represents and warrants that the Product is covered by implied warranties for merchantability and fitness for the particular purpose for which it has been purchased.

8. ASSIGNMENT: Seller may not assign this Agreement or any of its rights hereunder without the express written consent of City.

9. ENTIRE AGREEMENT: This Agreement, including its appendices, if any, is the entire understanding between the parties relating to the subject matter contained herein. No agent or representative of either party has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this Agreement, including the appendices, must be in writing and signed by an authorized representative of each of the parties hereto.

10. GOVERNING LAW AND VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

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

CITY OF BILLINGS, MONTANA

_____
WILLIAM A. COLE
MAYOR

APPROVED AS TO FORM

_____
CITY ATTORNEY'S OFFICE

ATTEST

M-B Companies, INC

_____
SIGNATURE

_____
PRINT NAME

_____
PRINT TITLE

_____
PHONE NUMBER

DENISE BOHLMAN, CITY CLERK

City Council Regular

Date:	08/14/2023
Title:	North Park Playground Replacement - Contract with GameTime
Presented by:	Cole McQuillan, Project Manager
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends Billings City Council approve the contract with GameTime for North Park playground replacement in the amount of $383,846.10.

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

North Park playground replacement was approved in the FY23 CIP. GameTime is a nationally recognized manufacture, designer, and provider of playground equipment. The replacement playground has been designed to provide play value, fit in the allowable space, and meet budget requirements.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve and provide guidance.

FISCAL EFFECTS

North Park playground replacement is a FY23 CIP approved project. The contract amount falls within the allowable budget using state purchasing through NASPO.

Attachments

GameTime contract
GameTime insurance
NASPO purchasing
Sole Source

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **GameTime c/o Great Western Recreation**, of P.O. Box 680121, Fort Payne, AL 35968, hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to perform the services of North Park Playground Replacement described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on December 31st, 2023. The parties may extend this **AGREEMENT**, by mutual concurrence, for 90 days, in writing prior to its termination.

3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit A Scope of Work. In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

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

5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** Three-Hundred and Eighty-Three Thousand, Eight Hundred and Forty-Six dollars and Ten cents **($383,846.10**) for the work described in Exhibit A Scope of Work. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

If partial payment is requested by **CONTRACTOR**, it shall be made upon invoice and said estimate being proportioned to the work completed by the **CONTRACTOR**. **CITY** shall deduct five percent (5%) from each 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 invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

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

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

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

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

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

during the course of or as a result of the performance of the **AGREEMENT**.

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

The **CITY** SHALL:

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

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

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

8. <u>INSURANCE</u>:

A. The **CONTRACTOR** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONTRACTOR** shall furnish the **CITY** with proof of insurance in accordance with this Section.

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 liability assumed under an insured agreement and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.

3. Automobile liability -- $1,500,000 per accident.

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

The **CITY** shall be listed as an additional insured during, and until completion of the Subcontractor's Scope of Work, on all policies except Worker's Compensation Policies.

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

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

CONTRACTOR shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount.

9. **WARRANTY: CONTRACTOR** warrants that all services and work will be performed in a good workman-like manner. **CONTRACTOR** acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

10. **COMPLIANCE WITH LAWS: CONTRACTOR** agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

11. **PREVAILING WAGE REQUIREMENTS:** Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or non-construction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted

pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Furthermore, Section 18-2-417, requires allowance for a 3% annual increase in wages for a multiyear contract. (1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract. (2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. (3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, The booklet is attached (see Exhibit B) and may also be found at http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates.

12. **CONTRACTORS' GROSS RECEIPTS TAX: CONTRACTOR** understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars ($80,000) or more.

13. **NONDISCRIMINATION:**

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

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

The **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.

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

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

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

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

F. 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.

14. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this **AGREEMENT** at the time or in the manner provided for, the other party may, at its option, terminate this **AGREEMENT** and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this **AGREEMENT**.

15. **LIAISON: CITY's** designated liaison for this **AGREEMENT** is Cole McQuillan and **CONTRACTOR**'s designated liaison for this **AGREEMENT** is Taggart Castleton.

16. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit

between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

17. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.

19. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR**'s work product.

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

CITY OF BILLINGS, MONTANA

PlayCore Wisconsin, Inc. dba GameTime
BUSINESS NAME (CONTRACTOR)

WILLIAM A. COLE,
MAYOR

SIGNATURE

Clint Whiteside
PRINT NAME

APPROVED AS TO FORM:

Director of Sales Administration
PRINT TITLE

CITY ATTORNEY'S OFFICE

ATTEST:

DENISE BOHLMAN, CITY CLERK

EXHIBIT A
Scope of Work

A. Definitions

- CPSC (Consumer Product Safety Commission)
- ASTM (American Society for Testing and Materials)
- IPEMA (International Play Equipment Manufacturers Association)
- ADA (Americans with Disabilities Act (ADA)
- EWF (Engineered Wood Fiber)
- CPSI (Certified Playground Safety Inspector)
- PRPL (City of Billings Parks, Recreation and Public Lands)

B. General

This work consists of assembly and installation of the playground equipment complete as outlined in this section.

C. Existing Conditions

Reference Attachment A for the playground layout.

CITY will demo the existing playground and trees. The final grade inside the play pod area will be excavated to 15 inches below top of concrete curb edge.

D. Installation Timeframe

Installation is expected to be completed within 30 business days. Working days will begin as outlined in the Notice to Proceed. Legitimate weather days will be factored into the working days.

E. Assembly, Installation, Fall Protection

The play system layout to follow Attachment A Equipment Plan. Assembly and installation will be managed by the **CONTRACTOR** in accordance with the manufacturer's installation instructions. The **CONTRACTOR** must be qualified to install all equipment noted in Attachment B North Park Playground Equipment. All tools and equipment required to install play equipment shall be provided by the **CONTRACTOR**.

Fall Protection, gravel drainage and separation filter fabric to be installed after equipment installation by **CONTRACTOR**. Minium 3" of gravel drainage installed, with filter fabric placed on top with overlapping seams. Fall protection to be installed at minimum of 12" compacted in place per manufacturer's requirements on top of filter fabric. Finished product to be flush with top of concrete curb edge.

F. Playground Safety Audit and Warranty

Upon Substantial Completion, the PRPL Department will conduct an initial Playground Safety Audit by a team of CPSI. Any elements found not to be in compliance shall be immediately corrected by the installer prior to public use of the playground.

Warranty: Upon completion of installation, the **CONTRACTOR** shall provide documentation attesting the equipment has been installed meeting all specifications from the manufacturer and warrantee their work for a period of 1 year against any claims of defects and workmanship arising from the installation.

G. Compliance

All aspects of installation shall meet and/or exceed all federal state and local laws, CPSC, ASTM, IPEMA and ADA guidelines.

H. Safety and Damages

CONTRACTOR is responsible to properly secure the site during construction to prevent any un-authorized access. Also **CONTRACTOR** shall take care to avoid damage to **CITY** property. Any damage caused by the **CONTRACTOR** shall be repaired to **CITY** satisfaction at his expense.

CONTRACTOR is responsible for maintaining the site in a neat and orderly fashion and to promptly dispose of all crating materials. At the end of the project all extra materials, equipment and crating materials shall be removed from the site and properly disposed.

EXHIBIT B
Prevailing Wages

MONTANA
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2023

Effective: January 14, 2023

Greg Gianforte, Governor
State of Montana

Laurie Esau, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59601
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

LAURIE ESAU
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of January 14, 2023

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(a), states *"Heavy construction projects include, but are not limited to, those projects that are not properly classified as either 'building construction', or 'highway construction.'*

Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells."

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines "public works contract" as *"…a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of $25,000…"*.

D. Prevailing Wage Schedule

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states *"The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised."*

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

"(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency."

G. Fringe Benefits

Section 18-2-412, MCA states:

"(1) To fulfill the obligation…a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *"…the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as *"…an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job."* See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(23), states *" 'Travel pay,' also referred to as 'travel allowance,' is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job."* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(19), states *" 'Per diem' typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer."*

L. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states, *"…The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

M. Posting Notice of Prevailing Wages

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are *"...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."*

N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Projects of a Mixed Nature

Section 18-2-408, MCA states:

"(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification"

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:
http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

R. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

S. Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants The proper classification for the following work is Pipefitter, when it is performed inside a building structure or performed at a location which will later be inside of a building: Joining steel pipe larger than 12 inches in diameter with bolted flange connections that has been pre-fabricated off site and does not require any modification such as cutting, grinding, welding, or other fabrication in order to be installed. All other work previously classified as pipefitter remains in that classification. The proper classification for that work when it is at a location that will always be outside a building is Pipelayer, which is under the Laborer Group 3 classification.

WAGE RATES

BOILERMAKERS

Wage	Benefit
$34.12	$31.68

Duties Include:
Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, pressure vessels and penstocks. Bulk storage tanks and bolted steel tanks.

Travel:
All Districts
0-120 mi. free zone
>120 mi. federal mileage rate/mi.

Special Provision:
Travel is paid only at the beginning and end of the job.

Per Diem:
All Districts
0-70 mi. free zone
>70-120 mi. $65.00/day
>120 mi. $80.00/day

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BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
$32.32	$16.78

Travel:
0-70 mi. free zone
>70-90 mi. $60.00/day
>90 mi. $80.00/day

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CARPENTERS

Wage	Benefit
$33.50	$14.07

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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CEMENT MASONS AND CONCRETE FINISHERS

No Rate Established

Duties Include:
Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

Zone Pay:
No zone pay established.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
$29.11	$13.80

This group includes but is not limited to:
Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.50/hr.
>60 mi. base pay + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
$29.70	$13.80

This group includes but is not limited to:
Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bitunimous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.50/hr.
>60 mi. base pay + $5.50/hr.

↑ Back to Table of Contents

CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
$30.65	$13.80

This group includes but is not limited to:
Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.50/hr.
>60 mi. base pay + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
$31.65	$13.80

This group includes but is not limited to:
Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.50/hr.
>60 mi. base pay + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
$31.75	$13.80

This group includes but is not limited to:
Cranes, 45 tons up to and incl. 74 tons.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.50/hr.
>60 mi. base pay + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
$32.75	$13.80

This group includes but is not limited to:
Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.50/hr.
>60 mi. base pay + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
$33.75	$13.80

This group includes but is not limited to:
Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add $1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.50/hr.
>60 mi. base pay + $5.50/hr.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
$23.08	$11.82

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + $4.85/hr.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
$26.40	$11.82

This group includes but is not limited to:
General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + $4.85/hr.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
$26.07	$12.44

This group includes but is not limited to:
Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + $4.85/hr.

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CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
$26.76	$11.82

This group includes but is not limited to:
Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete);
Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + $4.85/hr.

***Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

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DIVER TENDERS

Wage	Benefit
$43.98	$17.84

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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DIVERS

	Wage	Benefit
Stand-By	$44.98	$17.84
Diving	$89.96	$17.84

Depth Pay (Surface Diving)

0-20 ft.	free zone
>20-100 ft.	$2.00 per ft.
>100-150 ft.	$3.00 per ft.
>150-220 ft.	$4.00 per ft.
>220 ft.	$5.00 per ft.

Diving In Enclosures

0-25 ft.	free zone
>25-300 ft.	$1.00 per ft.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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ELECTRICIANS

Wage	Benefit
$36.69	$16.93

Travel:
No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-18 mi. free zone
>18-60 mi. federal mileage rate/mi.
>60 mi. $75.00/day

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

Wage	Benefit
$41.07	$19.87

Duties Include:
Insulate pipes, ductwork or other mechanical systems.

Travel:
All Districts
0-30 mi. free zone
>30-40 mi. $25.00/day
>40-50 mi. $35.00/day
>50-60 mi. $50.00/day
>60 mi. $60.00/day plus
- $0.56/mi. if transportation is not provided.
- $0.20/mi. if in company vehicle.

>60 mi. $105.00/day on jobs requiring an overnight stay plus
- $0.56/mi. if transportation is not provided.
- $0.20/mi. if in company vehicle.

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
$30.53	$27.91

Duties Include:
Cut, bend, tie, and place rebar.

Travel:
0-45 mi. free zone
>45-60 mi. $50.00/day
>60-100 mi. $75.00/day
>100 mi. $95.00/day

Special Provision:
When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
$30.53	$27.91

Duties Include:
Structural steel erection; assemble prefabricated metal buildings; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:
0-45 mi. free zone
>45-60 mi. $50.00/day
>60-100 mi. $75.00/day
>100 mi. $95.00/day

Special Provision:
When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

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LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
$37.26	$17.93

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
$29.09	$17.24

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
$48.65	$19.06

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

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MILLWRIGHTS

Wage	Benefit
$42.58	$14.57

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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PAINTERS

Wage	Benefit
$25.00	$0.00

Travel:
No travel or per diem established.

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PILE BUCKS

Wage	Benefit
$33.50	$14.07

Duties Include:
Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

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PILOT CAR DRIVERS

No Rate Established

Zone Pay:
No zone pay established.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage	Benefit
$38.56	$20.61

Duties Include:
Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

Travel:
0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: $0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: $110.00/day.
-

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SPRINKLER FITTERS

Wage	Benefit
$35.66	$24.29

Duties Include:
Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

Travel
All Districts
The following travel allowance is applicable when traveling in employee's vehicle.

0-60 mi. free zone
>60-80 mi. $21.00/day
>80-100 mi. $31.00/day
>100 mi. $115.00/day + the IRS rate per mile and $8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle.

Per Diem
No per diem is applicable when traveling in employer's vehicle

The following per diem is applicable when traveling in employee's vehicle.

0-100 mi. free zone
>100 mi. $105.00/day + the IRS rate per mile and $8.92 for every 15 miles traveled for one trip out and one trip back.
>100 mi. $115.00/day

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TRUCK DRIVERS

	Wage	Benefit
Truck Driver	$31.28	$11.96

Truck drivers include but are not limited to:
Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + .$4.85/hr.

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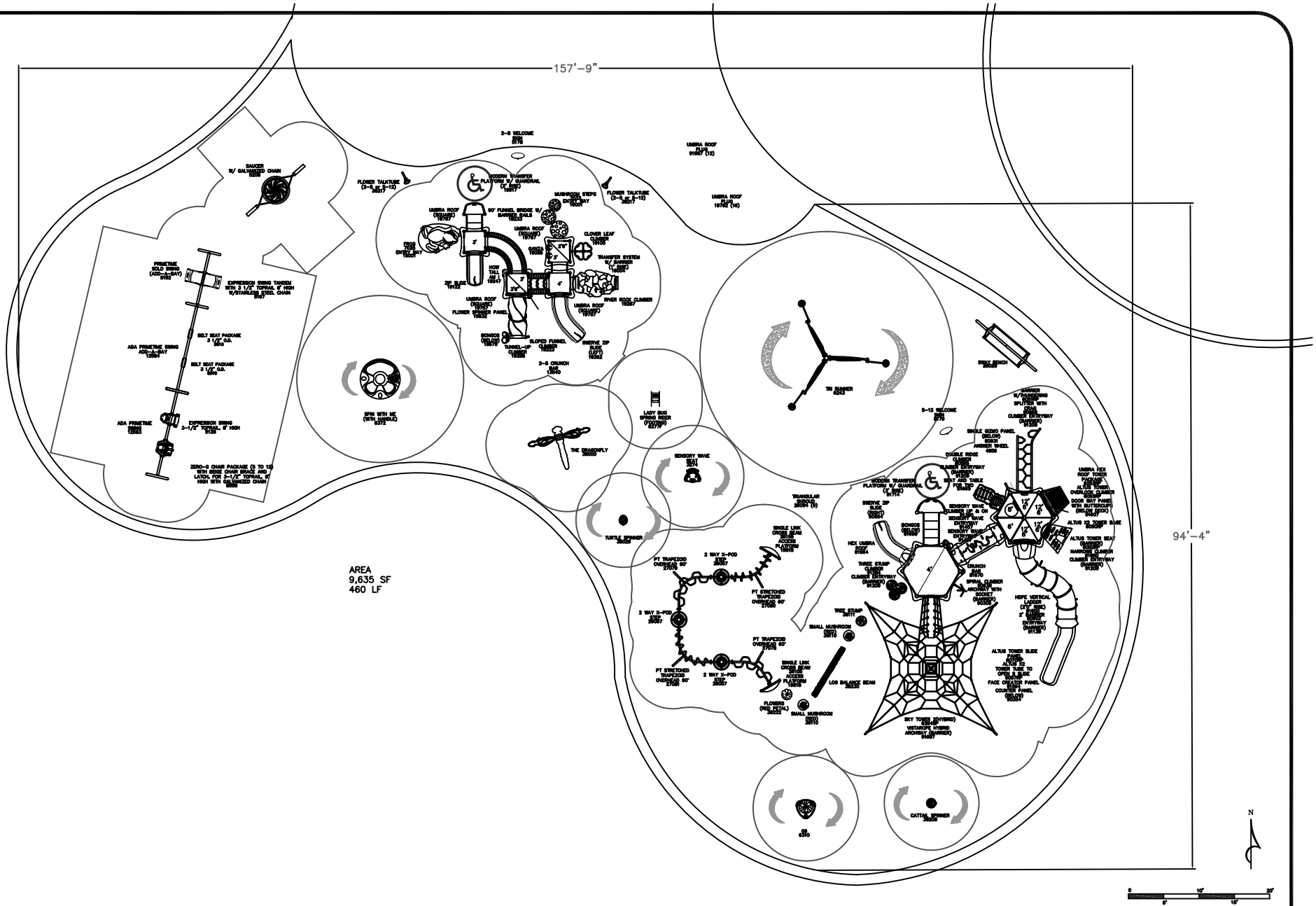
ATTACHMENT A
Equipment Layout



GREAT WESTERN RECREATION

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

City of Billings
North Park Playground
Billings, MT

Representative
Great Western

SALES REP
TAGGART CASTLETON
714-331-8895
TAGGART@GWPARK.COM

Total Elevated Play Components	9/13		
Total Elevated Play Components Accessible By Ramp	-	Required	-
Total Elevated Components Accessible By Transfer	9/9	Required	5/7
Total Accessible Ground Level Components Shown	8/27	Required	3/4
Total Different Types Of Ground Level Components	6/9	Required	3/3

This play equipment is recommended for children ages
2-5/5-12

Minimum Area Required:
-

Scale: -

This drawing can be scaled only when In an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed In the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
MW/SB

Date:
5/26/23

Drawing Name:
109211-01-Opt 3

ATTACHMENT B
North Park Playground Equipment

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

05/31/2023
Quote #
109211-01-05

North Park Playground Option 3

City of Billings
Attn: Cole McQuillan
6th Ave N & North 19th Street
Billings, MT 59101
Phone: 406-657-8297
mquillanc@billingsmt.gov

Ship to Zip 59101

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom 2-5 Playground- • Reference Drawing 109211-01-Opt 1	$72,015.00	$72,015.00
1	5178	GameTime - Welcome Sign (2-5)	$713.00	$713.00
2	38217	GameTime - Flower Talk Tube Ground Level 2-5	$882.00	$1,764.00
1	4956	GameTime - Answer Wheel	$380.00	$380.00
1	5179	GameTime - Welcome Sign (5-12)	$713.00	$713.00
1	6264SP	GameTime - VistSky Rope Tower 2 (Hybrid)	$16,440.00	$16,440.00
1	RDU	GameTime - Custom 5-12 Playground - • Reference Drawing 109211-01-Opt 1	$118,687.00	$118,687.00
1	3274	GameTime - Sensory Wave Seat	$2,539.00	$2,539.00
1	5208	GameTime - Saucer Swing (Galv)	$7,060.00	$7,060.00
1	6243	GameTime - Tri Runner	$18,407.00	$18,407.00
1	6310	GameTime - G6	$2,899.00	$2,899.00
1	6372	GameTime - Spin With Me (With Handle)	$6,995.00	$6,995.00
1	28028	GT-Site - Sway Bench	$2,214.00	$2,214.00
1	38000	GameTime - The Dragonfly	$7,274.00	$7,274.00
1	38029	GameTime - Turtle Spinner	$1,037.00	$1,037.00
1	38208	GameTime - Cattail Spinner	$3,518.00	$3,518.00
1	6277F	GameTime - Lady Bug Spring Rider	$1,345.00	$1,345.00
1	RDU	GameTime - Swings- • Reference Drawing 109211-01-Opt 1	$9,840.00	$9,840.00
2	38110	GameTime - Small Mushroom Red	$765.00	$1,530.00
1	38111	GameTime - Tree Stump	$919.00	$919.00
1	38222	GameTime - Flower Red Petals	$765.00	$765.00
1	38230	GameTime - Log Balance Beam	$3,380.00	$3,380.00
1	RDU	GameTime - Freestanding Climber- • Reference Drawing 109211-01-Opt 1	$15,408.00	$15,408.00

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

05/31/2023
Quote #
109211-01-05

North Park Playground Option 3

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Other Products 1 - Installation of Equipment- Prevailing Wages	$114,266.00	$114,266.00
1	INSTALL	Other Products 1 - 390 yards of mulch - Supplied , Delivered and Installed Prevailing Wages	$21,555.00	$21,555.00
1	INSTALL	Other Products 1 - 126 yards of clean drain rock - Supplied , Delivered and Installed Prevailing Wages	$4,146.00	$4,146.00
1	INSTALL	Other Products 1 - Filter Fabric- Supplied and Installed Prevailing Wages	$3,455.00	$3,455.00
Contract: NASPO			**Sub Total**	$439,264.00
			Discount	($81,255.90)
			Estimated Freight	$25,838.00
			Total	**$383,846.10**

Comments

Your Sales Rep is Taggart Castleton. Please reach out to Taggart at 714-331-8895 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

*****OPTIONAL-To include a Payment and Performance Bond, please add $6,075 plus tax if applicable.**

Shipping to Site Address:
6th Ave N & North 19th Street
Billings, MT 59101

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Non Prevailing wage

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/13/2023

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 MARSH USA, LLC. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-22-23	**CONTACT NAME:** Brenda Young-Epps **PHONE (A/C, No, Ext):** (404) 995 3074 **FAX (A/C, No):** **E-MAIL ADDRESS:** brenda.youngepps@marsh.com
INSURED PlayCore Wisconsin, Inc. Dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Evanston Insurance Company — 35378 **INSURER B :** Indemnity Ins Co Of North America — 43575 **INSURER C :** ACE Property And Casualty Ins Co — 20699 **INSURER D :** ACE American Insurance Company — 22667 **INSURER E :** N/A — N/A **INSURER F :** ACE Fire Underwriters Insurance Company — 20702

COVERAGES **CERTIFICATE NUMBER:** ATL-005620916-01 **REVISION NUMBER:** 1

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 X SIR $250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			MKLV2PBC001627	08/01/2022	08/01/2023	EACH OCCURRENCE	$	2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	2,000,000
							GENERAL AGGREGATE	$	4,000,000
							PRODUCTS - COMP/OP AGG	$	4,000,000
							POLICY AGGREGATE	$	10,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAL H10690110	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							Comp./Coll. Ded.: $1,000	$	
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			XEUG71549501 004 RETENTION Umb Calastrophe $25,000	08/01/2022	08/01/2023	EACH OCCURRENCE	$	10,000,000
							AGGREGATE	$	10,000,000
								$	
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WLR C50669828	08/01/2022	08/01/2023	X PER STATUTE OTH-ER		
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A			SCF C50669786	08/01/2022	08/01/2023	E.L. EACH ACCIDENT	$	1,000,000
F	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C50669713	08/01/2022	08/01/2023	E.L. DISEASE - EA EMPLOYEE	$	1,000,000
				(See Additional Page.)			E.L. DISEASE - POLICY LIMIT	$	1,000,000

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

RE: North Park Playground

City of Billings, Montana is listed as additional insured as their interests may appear, during and until completion of the referenced project, on a primary and non-contributory basis via attached CG 2010, when required by written contract. A Waiver of Subrogation applies in favor of the additional insured on the Workers Compensation policy, when required by written contract.

CERTIFICATE HOLDER

City of Billings, Montana
P.O. Box 1178
Billings, MT 35968

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
of Marsh USA LLC

John Whitella

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AGENCY CUSTOMER ID: CN102326389
LOC #: Atlanta

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.	NAMED INSURED PlayCore Wisconsin, Inc. Dba GameTime 150 PlayCore Drive SE Fort Payne,AL 35967
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):
WLR C50669828 - AL,AZ,CA,CO,FL,GA,IL,IN,KY,MI,MN,MO,NV,NY,OK,OR,PA,SC,TN,TX,UT,VA
SCF C50669786 - CA,CO,FL,GA,IL,IN,MI,MN,MO,MT,NC,NM,NV,NY,OK,OR,PA,SC,TN,TX
SCF C50669713- Wisconsin (WI)

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NASPO ValuePoint Master Agreement PO-10700-00015861

This NASPO ValuePoint Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and PlayCore Wisconsin, Inc. DBA GameTime ("Contractor"). This Master Agreement is effective on the date it has been signed by the parties and has been approved as required by applicable law ("Effective Date").

This Master Agreement sets forth the terms and conditions applicable to Purchasing Entity's purchase of Goods that are subject to this Master Agreement. Purchasing Entities intend to enter into binding and enforceable Contracts with Contractor for the purchase of Goods by execution of an ordering instrument in accordance with the Terms and Conditions of this Master Agreement and a particular Participating Entity's Participating Addendum. Each such ordering instrument creates a separate Contract between the parties (consisting of the ordering instrument together with the terms and conditions) enforceable in accordance with the terms thereof and independent of all other such contracts.

1. Master Agreement; Order of Precedence

1.1. This Agreement consists of the following and shall read as set forth in Section 1.3 below:

1) The general Master Agreement terms and conditions, less their Exhibits;
2) Exhibit 4 – Provisions Required by Federal Law, as may be applicable for a specific Contract;
3) Exhibit 1 – NASPO ValuePoint Master Agreement Terms and Conditions;
4) Exhibit 3 – Description of Goods and/or Services, Prices, and Discount Percentages;
5) Exhibit 2- Sample Participating Addendum ("PA")
6) Exhibit 5 – NASPO ValuePoint Detailed Sales Report Form

1.2. Any Order placed under this Master Agreement consists of the following documents and shall be read as set forth in Section 1.3 below:

1) A Participating Entity's Participating Addendum ("PA"), substantially in the form attached hereto as Exhibit 2;
2) NASPO ValuePoint Master Agreement and its exhibits in the order listed above; and

3) A Purchase Order issued against a PA.

1.3. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Terms for the Master Agreement are defined in Exhibit 1, and terms for specific PAs are in the applicable PA.

3. Term of the Master Agreement

This Master Agreement becomes effective upon signature by all the parties ("Effective Date"). The initial term of this Master Agreement ends December 31, 2023 ("Initial Term"). This Master Agreement may be extended beyond the Initial Term for additional terms, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance, provided however the term may not be extended more than 4 years beyond the end date of the Initial Term.

4. Goods and Services

Contractor may provide and Purchasing Entity may acquire the Goods and/or Services as described in Exhibit 3.

5. Pricing

Except as provided in this Section, during the term of the Master Agreement, Contractor shall offer Goods and/or Services to Purchasing Entities at the discount percentage listed in Exhibit 3. The discount percentage will remain the same (or increase) throughout the term of the Master Agreement, including any renewals. The discount percentage may never decrease.

All prices and rates are guaranteed for the initial term of the Master Agreement. Commencing after the initial term of the Master Agreement, Contractor may request price increases no more than two times a calendar year. Contractor must submit a request to the Lead State at least 60 days before the proposed effective date of the increase. The request must include sufficient documentation supporting the request (PPI Standard https://www.bls.gov/PPI/ which includes but not limited to screen shots of current PPI Standard and manufactures letters) that is acceptable to the Lead State.

Contractor may request for Goods and/or Services to be added or deleted every 6 months (unless special circumstances arise) as approved by the Lead State. The Lead State may prohibit goods on this Master Agreement for environmental health or performance reasons. All Goods and/or Services added will be at the same discounts listed Exhibit 3, Description of Services and Discount Percentages.

6. Counterparts

This Master Agreement may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Master Agreement so executed shall constitute an original.

7. Representations and Warranties

Contractor certifies that the representations, warranties, and certifications contained in the Master Agreement are true and correct as of the Effective Date and for the duration of the Master Agreement.

8. Governing Law; Jurisdiction and Venue

This Master Agreement is governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

Venue for any claim, dispute or action concerning the terms of the Master Agreement is in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum is in the Purchasing Entity's State.
If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the Master Agreement or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

CONTRACTOR BY EXECUTION OF THIS MASTER AGREEMENT AND AN APPLICABLE PARTICIPATING ADDENDUM HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THE APPLICABLE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS.

9. Certifications

By signature on this Master Agreement, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that, to the best of the undersigned's knowledge,

- Contractor is not subject to backup withholding because: (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;

- The individual signing on behalf of Contractor is authorized to act on Contractor's behalf, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the signatory's knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation: i) Those tax laws listed in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- Contractor is an independent contractor as defined in ORS 670.600.

- The supplied Contractor tax identification number below is true and accurate.

Authorized Signatures:

Contractor:

Signature and Date: 4/17/2023

Printed Name and Title: Clint Whiteside, Director of Sales Administration

Tax ID: 39-1720480

The State of Oregon acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services (Lead State)

Signature and Date: John ANGLEMIER 04/26/2023

Printed Name and Title: John Anglemier DAS PS Procurement Manager

Approved Pursuant to ORS 291.047
Printed Name and Title and Date Approved:
Karen J. Johnson, Sr. Assistant Attorney General, Via Email
Date: April 14, 2023
Matter: 107090, GF 1365-21

Exhibit 1
NASPO ValuePoint Master Agreement Terms and Conditions

1. Definitions

1.1 **Acceptance** means acceptance of Goods as set forth in Section 9 of this Exhibit 1 to the Master Agreement.

1.2 **Contract** means any Order or Purchase Order, or other agreed-upon ordering instrument issued by a Purchasing Entity under this Master Agreement, together with the terms and conditions of this Master Agreement.

1.3 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers Goods and/or Services under the terms set forth in this Master Agreement.

1.4 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.5 **Environmentally Preferable Product or EPP** means products and services that have a lesser or reduced effect on human health and the environment when compared to competing products or services that serve the same purpose.

1.6 **Forced Substitution** means the act of replacing any item with an alternative item via the use of software or any other method, resulting in the substitution of any item on any order without the prior consent of the ordering agency.

1.7 **Goods** means supplies, equipment or materials supplied by the Contractor pursuant to this Master Agreement.

1.8 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.9 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.10 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.11 **MSRP or Manufacturer's Suggested Retail Price** means the price at which the manufacturer suggests that retailers sell the product.

1.12 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit

organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.13 **Order** or **Purchase Order** means any purchase order, sales order, or other document used by a Purchasing Entity to order the Goods and/or Services.

1.14 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.15 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.16 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.17 **Products** includes, but is not limited to: Athletic Equipment, Bleachers, Bundled Playgrounds, Commercial Play Equipment, Dog Parks, Outdoor Fitness Equipment, Independent Play, Recycled Material Equipment, Replacement Parts, Site Furnishings, Shade and Shelter, Surfacing, Swing Sets and Waterpark Equipment, and Barbecue Grills, Barbecue Smoker Grills, Banquet Tables, Benches, Bike Racks, Bleachers, Grandstands, Bus Stop Shelters, Canopy Tents, Cigarette Receptacles, Drinking Fountains, Exercise Equipment, Fire Rings, Flags, Floor Matting, Message Centers, Park Benches, Park Grills, Camp Stoves, Parking Lot Equipment, Patio and Café Furniture, Pet Products, Picnic Tables, Planters, Playground Equipment, Pool Furniture, Sanitation Equipment, Security, Sports Equipment, Tables, Trash Receptacles, Umbrellas, Shelters, Floating Dock.

1.18 **Product Support includes,** but is not limited to, system design services, equipment configuration, technical support services, equipment installations, equipment warranty, and equipment repair services.

1.19 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.20 **Services** means all effort to be expended by Contractor under this Master Agreement.

1.21 **UNSPSC** means the United Nations Standard Products and Services Code (UNSPSC), a taxonomy of products and services for use in eCommerce. It is a four-level hierarchy coded as an eight-digit number, with an optional fifth level adding two more digits.

2. Term of Master Agreement

2.1 **Initial Term.** See Master Agreement Section 1.

3. Order of Precedence

3.1 **Order.** See Section 1 of the Master Agreement.

4. Participants and Scope

4.1 **Requirement for a Participating Addendum.** Contractor may not deliver Goods and/or Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section 3. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order) used by the Purchasing Entity to place the Order.

4.3 **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Goods and/or Services purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit payments by employees of a Purchasing Entity for Goods and/or Services; sales of Goods and/or Services to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 **No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

5. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 5 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of Goods under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage, or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, *e.g.* local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description,

including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Exhibit 5.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity (state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Goods for personal use and the amount of sales. No personal identification numbers (*e.g.*, names, addresses, social security numbers or any other numerical identifier) may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with, and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the

Master Agreement and Participating Addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addenda are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Performance Review. Contractor shall participate in a mandatory annual performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than the end of the Initial Term after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

6. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed for the Initial Term of the Master Agreement.

6.1.2 Following the Initial Term of the Master Agreement, any request for a price or rate adjustment must be made at least 60 days prior to the effective date.

6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Goods under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

7. Ordering

7.1 **Order Numbers.** Master Agreement and Purchase Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated, or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Goods contemplated by this Master Agreement.

7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.5.6 If an ordered item is out of stock, Contractor shall notify the Participating Entity for prior approval before substituting the out-of-stock item. The practice of Forced Substitution will not be accepted.

7.6 **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The Goods and/or Services being delivered or performed;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the Goods and/or Services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery, as set forth in Exhibit No. 4 and as may be applicable to the specific Contract. Additional federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

8. Shipping and Delivery

8.1 Shipping Terms. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 Inside Deliveries or Site Deliveries. To the extent applicable, deliveries will be either "Inside Deliveries or Site Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the Order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) or site caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 **Packaging.** All Goods must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

9. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Goods and/or Services offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations, as may be adopted or modified from time to time.

9.2 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 9 will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 **Inspection.** All Goods are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Goods that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when Goods are put to use.

9.3.2 Acceptance of such Goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Goods rejected and returned, or for which Acceptance is revoked.

9.4 **Failure to Conform.** If any Services do not conform to the requirements in this Master Agreement or in any Contract, the Purchasing Entity may require the Contractor to perform the Services again in conformity with requirements of this Master Agreement or in any Contract, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to requirements in this Master Agreement or in any Contract and reduce the Contract price to reflect the reduced value of Services performed.

9.5 **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Goods and/or Services meet the specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day the Services are performed and the day after the Good is delivered or, if installed by Contractor, the day after the Good is installed and Contractor certifies that the Good is ready for Acceptance Testing.

9.5.2 If the Good and/or Service does not meet the specifications, Purchasing Entity may, at its discretion, reject the Good and/or Service or continue Acceptance Testing on a day-to-day basis until the specifications are met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Good and/or Service still has not met the specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Good or reperformance of the Service from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Goods returned pursuant to the section.

9.5.5 No Good and/or Service will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

10. Warranty

10.1 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 10 will apply.

10.2 **Warranty.** The Contractor warrants for a period of 1 year from the date of Acceptance that: (a) the Good performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Good is suitable for the ordinary purposes for which such Good is used, (c) the Good is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Good is designed and manufactured in a commercially reasonable manner, (e) the Good is free of defects, and (f) the Services will meet or exceed all requirements.

10.3 **Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Good whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Good proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 **Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and

awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section 9.

11. Title to Goods

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Good free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Good must include an irrevocable and perpetual license to use any Embedded Software in the Good. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of good title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Good, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

12. Indemnification

12.1 General Indemnification. Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any negligent act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. Contractor shall defend, indemnify, and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Good and/or Service or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Good with any other product, system, or method, unless the Good, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Good;

12.2.1.3 reasonably required to use the Good in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Good.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information, and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. Insurance

13.1 **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative insurance requirements in its Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section 13, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

14. General Provisions

14.1 Records Administration and Audit

14.1.1 Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit Contractor's obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing Goods and/or Services under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any

Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master

Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of Master Agreement contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel. Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by Contractor, rights of payment for Goods delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation, or warranty by Contractor in response to the solicitation or in this Master

Agreement that proves to be untrue or materially misleading.

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless

otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in this Master Agreement, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Amendment. This Agreement may be amended, modified, or supplemented only by a written amendment signed by Lead State and Contractor.

Exhibit 2
Sample Participating Addendum

Master Agreement #:	**PO-10700-00015861**
Contractor:	**PlayCore Wisconsin, Inc. DBA GameTime**
Participating Entity:	**STATE OF [PARTICIPATING STATE]**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

[Removable Instruction: Check one of the boxes below. If Participating Entity has no exclusions or limitations to the scope of the Master Agreement, check the first box.]

1. Scope:

   ☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

   ☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

   - *[Removable Example: Product modifications.]*
   - *[Removable Example: Installation services.]*

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

[Removable Instruction: Participating States should ensure that Section 2 properly defines the scope of participation, including any excluded entities.]

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Oregon and Contractor for office supplies. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

[Removable Instruction: Check one of the boxes below. If Participating Entity wishes to co-term the Participating Addendum with the Master Agreement, check the first box.]

3. Term:

   ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

   ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance

with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Clint Whiteside
Address:	544 Chestnut Street Chattanooga, TN. 37402
Telephone:	423.425.3162
Email:	Clint.Whiteside@GameTime.com

PARTICIPATING ENTITY:

Name:	
Address:	
Telephone:	
Email:	

Participating Entity Modifications and Additions to the Master Agreement

[Removable Instruction: Check one of the boxes below. If Participating Entity has no changes or additions to the terms and conditions of the Master Agreement, check the first box.]

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

[Removable Instruction: Insert text here to describe any changes or additions to the terms and conditions of the Master Agreement. Indicate which section numbers of the Master Agreement are being modified.]

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Reserved

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to

the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY **CONTRACTOR**

Signature:	Signature:
Name:	Name: Clint Whiteside
Title:	Title: Director of Sales Administration
Date:	Date:

[Removable Instruction: Additional signatures may be added if required by the Participating Entity.]

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Exhibit 3
Description of Goods and/or Services and Discount Percentages

1.1 SERVICES AND GOODS AVAILABLE UNDER THIS MASTER AGREEMENT

Contractor has been awarded all products and services available via the Contractors catalog link: www.gametime.com/catalogs

All products and services offered through this Master Agreement shall be available to Participating Entities on a national basis.

1.2 PERCENTAGE OFF PER CATEGORY AWARDED

Category:	**Percentage off all items in Category:**
Indoor & Outdoor Fitness Equipment:	6-15%
Outdoor Furniture:	3%
Park Site Furnishings:	3-15%
Safety Surfacing:	15%
Electronic Play (Audio & Visual & Touch):	12-15%
Value Added Product and Services-	3%
Custom Designed, Themed and Related Products	3% Contract discount shall be applied to MSRP per specification of quoted products.
2-Dimensional and 3-Dimensional Drawings, Renderings and Site Layout Plans –	No Charge for design concepts or CAD services relating to active projects.
Factory Trained & Certified Equipment Installations	Varies per scope of work and products Purchased, but not more than 38% of the MSRP value of equipment quoted or purchased unless local, state, or federal labor rates require adjustment.

1.3 RETURN POLICY:

GameTime authorization to return goods for credit may be requested under the following conditions:

- The product is considered a standard catalog model, with no customizations.
- Delivery has been made within a 30-day period of when authorization is requested.
- The product remains in merchantable condition and has not been installed in place, as uprights and other specific items are engineered and manufactured specifically for installation plans.
- A 25% restocking fee may apply for goods returned by truck.
- A 20% restocking fee may apply for goods returned by FedEx, UPS, or other small parcel carriers.
- Freight charges may be deducted for both outbound and return deliveries.

1.4 ORDER MINIMUM: NOT APPLICABLE

Exhibit 4
Provisions Required by Federal Law

As may be applicable to a specific Contract, Contractor shall comply with all federal law, regulations, and executive orders, as indicated, and shall cause all subcontractors to comply with all federal law, regulations and executive orders including the following. For purposes of this Master Agreement, all references to federal laws are references to federal laws as they may be amended from time to time.

1. Equal Employment Opportunity. If this Master Agreement, including amendments, is for more than $10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

During the performance of the Master Agreement, Contractor agrees as follows:

1.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

1.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

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

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

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

1.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Master Agreement or with any of the said rules, regulations, or orders, this Master Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.8 Contractor will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1 through subsection 1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act.

2.1. All transactions regarding this Master Agreement will be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt.5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2.2. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

2.3. Additionally, Contractor shall pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act.

3.1. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt.3 as may be applicable, which are incorporated by reference into this Master Agreement.

3.2. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency (FEMA) may be appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these Master Agreement clauses.

3.3. A breach of the contract clauses above may be grounds for termination of the Master Agreement and for debarment as a contractor and subcontractor as provided in 29 C.F.R.§5.12.

4. Contract Work Hours and Safety Standards Act.

4.1. Overtime requirements. No contractor or subcontractor contracting for any part of the Master Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such workweek.

4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 4.1, Contractor or subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 4.1, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by subsection 4.1.

4.3. Withholding for unpaid wages and liquidated damages. The Purchasing Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under the Master Agreement or any other Federal contract with Contractor or subcontractor or any other federally-assisted contract subject to the same Contract Work Hours and Safety Standards Act, which is held by Contractor or subcontractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection 4.2.

4.4. Subcontracts. Contractor or subcontractor shall insert in any subcontract the clauses set forth in subsections 4.1 through 4.4 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor with these provisions.

5. Clean Air Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. §7401 et. seq.). The Act provides, in part:

5.1. No agency may enter into any contract with any person who is convicted of any offense under the Act for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under the Act, the condition giving rise to the conviction also shall be considered to include any substantive violation of the Act associated with the violation of the Act.

5.2. The Administrator may extend this prohibition to other facilities owned or operated by the convicted person. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

5.3. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

5.4. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

5.5. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

5.6. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

5.7. Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Water Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued under the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387).

6.1. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

6.2. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

6.2.1. Requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

6.2.2. Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

6.3. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

6.4. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

6.4.1. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

6.4.2. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

6.5. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

6.6. Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Solid Waste Disposal Act. Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. EPA Regulations. Contractor shall comply with all applicable standards, orders, or requirements under Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the State, HHS and the appropriate

Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than $100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

9. Resource Conservation and Recovery. Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

10. Recycled Materials. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the Contract performance schedule, (ii) meeting Contract performance requirements, or (iii) at a reasonable price.

11. Energy Efficiency. Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

12. Byrd Anti-Lobbying Amendment; Truth in Lobbying. This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110. Contractor certifies, to the best of the Contractor's knowledge and belief that:

12.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

12.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

12.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file

the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure.

13. HIPAA Compliance. If the work performed under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, work performed under this Contract is covered by HIPAA. Contractor shall comply and cause all subcontractors to comply with the following:

13.1. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and the State for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the State's Privacy Rules, OAR 407-014-0000 et. seq., or the State's Notice of Privacy Practices, if done by Purchasing Entity. A copy of the most recent State Notice of Privacy Practices is posted on the State web site at:
http://www.oregon.gov/OHA or may be obtained from Purchasing Entity.

13.2. Data Transactions Systems. If Contractor intends to exchange electronic data transactions with Purchasing Entity in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDI Trading Partner Agreement with the State and shall comply with the State's EDI Rules.

13.3. Consultation and Testing. If Contractor reasonably believes that the Contractor's or the State's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the State's HIPAA officer. Contractor or State may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the State's testing schedule.

13.4. If Contractor is deemed to be a business associate of State under HIPAA's Privacy Rule, 45 CFR Parts 160 and 164, Contractor hereby provides the State with satisfactory assurances that if it receives from the State or any trading partner any protected health information of any individual, it shall maintain the security and confidentiality of such information as required by the HIPAA's Privacy Rule, and other applicable laws and regulations. Without limiting the foregoing, Contractor agrees that:

13.4.1. Contractor will not use or further disclose Protected Health Information otherwise than as permitted or required by this Contract or as required by law;
13.4.2. Contractor will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as provided for by this Contract;
13.4.3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of the Contract;
13.4.4. Contractor will report to Purchasing Entity any use or disclosure of PHI not provided for by this Contract of which Contractor becomes aware;
13.4.5. Contractor agrees to ensure that any agents, including subcontractors, to whom it provides PHI, agree to the same restrictions and conditions that apply to Contractor with respect to such information;

13.4.6. Contractor shall make available to Purchasing Entity such information as they may require to fulfill their obligations to account for disclosures of such information;

13.4.7. Contractor shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the State or trading partner (or created or received by Contractor on behalf of the State or trading partner) available to the State and to the Secretary of the United States Department of Health and Human Services, for purposes of determining the State's or trading partners' compliance with HIPAA; and

13.4.8. If feasible, upon termination of this Contract, Contractor shall return or destroy all PHI received from the State or trading partners (or created or received by Contractor on behalf of the State or trading partners) that Contractor still maintains in any form, and shall retain no copies of such information or, if return or destruction is not feasible, Contractor shall continue to extend the protections of this Contract to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

Subject to the foregoing restrictions, Purchasing Entity agrees that Contractor may use such PHI in the process of providing transaction mapping, trading partner profiling and training and mentoring services for Purchasing Entity and trading partners under this Contract.

14. Medicaid Compliance. To the extent Contractor performs any work whose costs are paid in whole or in part by Medicaid, Contractor shall comply with and cause its subcontractors to comply with the federal and State Medicaid statutes and regulations applicable to the work, including but not limited to:

14.1. Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information Purchasing Entity, the Medicaid Fraud Control Unit and the Secretary of Health and Human Services;

14.2. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;

14.3. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and

14.4. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

14.5. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving Medicaid, language requiring the subcontractor to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

15. Substance Abuse Prevention and Treatment and Drug Free Workplace. Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64). In addition, the Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, Contractor acknowledges the following:

15.1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
15.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
15.3. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.
15.4. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.

Contractor certifies that will provide drug-free workplaces for their employees.

16. Funding Agreements. If Contractor is a small business firm or nonprofit organization and the Contract provides for the performance of experimental, developmental or research work funded in whole or in part by the Federal government, Purchasing Entity shall comply with the provisions of 37 C.F.R. pt.401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by FEMA. See 2 C.F.R. pt. 200, Appendix II ¶F.

17. Access to Records; Audits. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Contractor shall provide the State of Oregon, Purchasing Entity, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. If applicable, Contractor shall provide the FEMA Administrator or his authorized representatives access to construction sites pertaining to the work being completed under the Contract. Contractor and Purchasing Entity acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

18. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, Contractor principles as defined in 2 C.F.R. §180.995 or its affiliates, as defined in 2 C.F.R. §180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 C.F.R. §180.940 or disqualified as defined in 2 C.F.R. §180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:

18.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
18.2. Contractor has not within a three-year period preceding the Effective Date of this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

18.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection, 16.2 of this certification; and

18.4. Contractor has not within a three-year period preceding the Effective Date of this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

19. Americans with Disabilities Act. Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

20. Pro-Children Act. Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

21. Federal Tax Information. Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.

22. Educational Records. Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681, et. seq) and the implementing regulations at 6 CFR Part 17 and 44 CFR Part 19.

23. Whistleblower Protection Act. Contractor shall comply with the requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, 10 U.S.C. Section 4712, 10 U.S.C. 2324, 41 U.S.C. Sections 4304 and 4310.

24. US Patriot Act of 2001. Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 U.S.C. section 175-175c.

25. Rehabilitation Act of 1973. Contractor shall comply with requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended.

26. Trafficking Victims Protection Act of 2000. Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 U.S.C. section 7104.

27. Age Discrimination Act. Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. C. section 6101 et. seq.).

28. Buy American and Hire American. Contractor shall comply with any applicable provisions of the Buy American Act (41 U.S.C. section 83-1 through 8305 and any other applicable statutes,

regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.

29. Use of Logos. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific FEMA pre-approval.

30. False Statements. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

31. General Provisions. The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to Purchasing Entity, Contractor or any other party pertaining to any matter resulting from the Contract.

Exhibit 5
NASPO ValuePoint Detailed Sales Data Report Form

Field Name		Field Description
VENDOR		The awarded Contractor's name
VENDOR CONTRACT NUMBER		Lead State assigned contract number (using Lead State's numbering protocol)
STATE		State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)		State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO NAME		Customer (agency) Bill to name
BILL TO ADDRESS		Customer (agency) Bill to address
BILL TO CITY		Customer (agency) Bill to city
BILL TO ZIPCODE		Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME		Customer (agency) Ship to name
SHIP TO ADDRESS		Customer (agency) Ship to address
SHIP TO CITY		Customer (agency) Ship to city
SHIP TO ZIPCODE		Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER		Vendor assigned order number
CUSTOMER PO NUMBER		Customer provided Purchase Order Number
CUSTOMER NUMBER		Vendor assigned account number for the purchasing entity
ORDER TYPE		Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]
PO DATE (ORDER DATE)		(mm/dd/ccyy)
SHIP DATE		(mm/dd/ccyy)
INVOICE DATE		(mm/dd/ccyy)
INVOICE NUMBER		Vendor assigned Invoice Number
PRODUCT NUMBER		Product number of purchased product
PRODUCT DESCRIPTION		Product description of purchased product
UNSPSC		Commodity-level code based on UNSPSC code rules (8 Digits)
CATEGORY		Product Category
LIST PRICE/MSRP/CATALOG PRICE		List Price - US Currency ($99999.999) [determined by industrial practice for each contract - uniform for each contract]
QUANTITY		Quantity Invoiced (99999.999)
TOTAL PRICE		Extended Price (unit price multiplied by the quantity invoiced) - US Currency ($999999999.99
VAR/Reseller/Distributor		If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Energy Star Compliant		Yes = 1 No = 2 Energy Star Does not Apply = 0
Optional		More information

VENDOR	VENDOR CONTRACT NUMBER	STATE	CUSTOMER TYPE (SEGMENT)	BILL TO NAME	BILL TO ADDRESS	BILL TO CITY	BILL TO ZIPCODE	SHIP TO NAME	SHIP TO ADDRESS	SHIP TO CITY	SHIP TO ZIPCODE	ORDER NUMBER	CUSTOMER PO NUMBER	CUSTOMER NUMBER	ORDER TYPE	PO DATE (ORDER DATE)	SHIP DATE	INVOICE DATE	INVOICE NUMBER	PRODUCT NUMBER	PRODUCT DESCRIPTION	UNSPSC	CATEGORY	LIST PRICE/MSRP/ CATALOG PRICE	QUANTITY	TOTAL PRICE	VAR/ Reseller/ Distributor	Energy Star Compliant	Optional

Justification for Sole Source Provider

Date	8/1/2023	Vendor	GameTime c/o Great Western Recreation
Requestor Name	Cole McQuillan	Contact Name	Taggart Castleton
Department	PRPL	Phone #	435-245-5055
Division	Parks	Email	taggart@gwpark.com
Phone #	406-657-8367	Amount	$ 383,846.10

Scope of Work or Product:

Provide and install new play equipment including fall protection at North Park under NASPO state contract agreement.

Reason for requesting sole source: (please check all that apply and supply necessary information)

☐ Item must match existing equipment.

☐ Item is a repair part for existing equipment OR item is to be attached to existing equipment.

☐ Technical characteristics of requested item are essential to our needs because Click here to enter text.

☐ Product is proprietary; no other manufacturer of this type of product exists.

☐ Only known vendor to service or provide this type of product in this region.

☐ Other manufacturers of this type of product do not meet our requirements:

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

☒ Product is being purchased through State of Montana Contract #: NASPO PO-10700-00015861

☐ Other reason not listed above: Click here to enter text.

Please attach all appropriate documents and forward to Purchasing Agent. *Thank you.*

City Council Regular

Date:	08/14/2023
Title:	W.O. 19-12: West End Reservoir Project, NorthWestern Energy Customer Agreement
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve a Customer Agreement with NorthWestern Energy (NWE) for W.O. 19-12: West End Reservoir (WER) Project in the amount of $100,797.

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

Final designs for both the West End Water Treatment Plant (WEWTP) and reservoirs are underway and before construction can begin, the site needs to be dewatered. An electrical service is needed at the northeast portion of the property to most cost-effectively de-water the site. NWE plans to bring a service into the site from a location near their substation to the north on South 44th Street West. The service will enable the site to be dewatered with electric pumping equipment to facilitate reservoir construction and to provide a source of permanent power for future facilities.

ALTERNATIVES

The Council may:

- Approve the Customer Agreement with NorthWestern Energy; or
- Not approve the Agreement. If the Agreement is not approved, the City will need to dewater the site using more costly diesel fuel-powered pumps and/or generators or delay dewatering activities (and the overall project) until electric power can be brought into the site and electric service will still need to be run to the site for permanent facilities at a later time.

FISCAL EFFECTS

The W.O. 19-12 West End Reservoir Project was budgeted in FY24 using Water funds. There is sufficient budget to award this NWE Customer Agreement for electrical service.

Attachments

WO1912 NWE Customer Agreement

NorthWestern Energy

Notification # 340192200
Customer #1121797

CUSTOMER AGREEMENT

This Customer Agreement (the "Agreement") is made and entered into effective as of 07/07/2023 by and between NorthWestern Energy (the "Company") and CITY OF BILLINGS (the "Customer"). Sometimes in this Agreement, Company and Customer are collectively referred to as "Parties" or individually as a "Party." Capitalized terms have the meaning set forth in NorthWestern Energy's Electric Tariff and the NorthWestern Energy Natural Gas Tariff (collectively the "Tariffs" and individually the "Gas Tariff" or "Electric Tariff"), which sets forth service, installation and contribution rules and regulations established by the Montana Public Service Commission (the "MPSC"). The Tariffs are available for review at http://www.northwesternenergy.com/residential-services/how-to-read-your-bill/tariffs-and-rates/montana-tariffs-and-rates.

RECITALS

WHEREAS, Customer applied for natural gas or electrical service from the Company; and

WHEREAS, in accordance with the Tariffs, Customer must execute this Agreement and contribute to the cost of installing the facilities required to provide service to Customer's premises because the distance of the new service line is greater than the permitted free extension allowance;

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. **SERVICE AND CONTRIBUTION REQUIREMENTS**.

The Company agrees to install, operate and maintain facilities generally described as Elect Svc-UG from Xfmr Com, Transformer Multi Phase UG, Primary UG 3 Phase and is specifically described in Quote 25144665, which is incorporated herein by this reference (the "Quote"), to serve Customer at TBD S 44TH ST W, BILLINGS, MT 59106 in accordance with the requirements of the Tariffs. Customer agrees to comply with the terms and conditions of this Agreement and remit to Company the total contribution of $ 100,797.00 , which may include a federal tax surcharge and administrative/engineering fees and is more fully described as follows:

1.1 Advance. In consideration of the Company's agreement to install facilities, Customer agrees to pay an Advance in the sum of $ 0.00 for construction of the facilities identified in the Quote.

ELECTRICAL

_____ Single Family Residential
(Electrical Tariff 6-2)

_____ General Service or Non-Single Residential
(Electrical Tariff Rule 6-2)

_____ Loads of Uncertain Duration
(Electrical Tariff Rule 5-7)

_____ New Subdivision or Housing Project
(Electrical Tariff Rule 6-7)

_____ Electric Lighting
(Electrical Tariff ELDS-1)

NATURAL GAS

_____ Residential/Other Core Customers
(Gas Tariff Rule 6-2)

_____ New Subdivision or Housing Project
(Gas Tariff Rule 6-6)

_____ Loads of Uncertain Duration
(Gas Tariff Rule 5-7)

For clarification, an "Advance" is a refundable contribution to the installation costs of the Company's facilities, and is made by the applicant prior to the initial installation. A portion of that advance, up to but not exceeding the full amount, may be refunded when additional residences or properties requiring service may connect to the facilities installed under this Agreement within the applicable 5 year (all natural gas customers, General Service electric, non-Single Family Residential electric, all new residential subdivision and townhouse connects) or 10 year (for Single Family Residential electric) periods after Company's completion of the line extension for the Customer. Future applicants attaching to existing facilities that carry Advance line extension designation within the time periods referenced above share in cost of the installation of the original line extension. Any future attachments will result in a refund to Customer in an amount determined by the Company in accordance with the Tariff. No refund will be made after the applicable 5 or 10 year period.

AND/OR

1.2 Contribution in Aid of Construction. In consideration of the Company's agreement to install service facilities, Customer agrees to pay a CIAC in the sum of $ 100,797.00 for construction of the facilities identified in the Quote.

For clarification, a "CIAC" is a non-refundable payment made by a customer to pay for costs in excess of the free allowance set forth in the Tariffs.

2. **CONDITIONS TO INSTALLATION**.

2.1 Payment. Customer shall make payment of the Advance or the CIAC (if payment is required) prior to Company scheduling a construction start date. Company must receive payment and satisfactory evidence of required permits and right-of-way authority prior to ordering materials, scheduling crews or starting construction.

2.2 Right-of-Way. Customer shall provide the right-of-way required for the installation of the Company's service facilities. Customer shall grant or obtain for the Company an easement along the route of the line extension in a form satisfactory to the Company.

2.3 Permits. Customer shall provide all required permits from appropriate governmental agencies for the construction work and installation of the Company's facilities and Customer's equipment. Copies of all permits must be provided to the Company.

2.4 Additional Costs. If the Customer requests facilities be installed in frozen, rocky or hard ground, the Customer may be responsible for additional charges for installation. The Company will notify the Customer of these charges prior to installation when feasible, and otherwise when encountered during the installation work. If the Company requires additional charges prior to installation, and the basis for such extra cost is not encountered during the performance of the work, Company shall refund such charges to Customer.

2.5 Storm Water. Customer is solely responsible for compliance with all Montana Department of Environmental Quality storm water regulations. All soil disturbing activities deemed necessary by the Company for the installation, operation and maintenance of the facilities must be incorporated by Customer in the Storm Water Pollution Prevention Plan. Customer shall operate and maintain all storm water best management practices at all times.

2.6 Underground Facilities. Prior to construction, all customer-owned, rented or leased underground facilities (including but not limited to sprinkler systems, septic systems propane tanks and associated lines, and communication and electric lines) must be properly identified and physically marked by Customer. The Company is not responsible for damages resulting from mismarked or unidentified customer facilities. Contact the Company's Construction Department with questions related to appropriately marking Customer-owned facilities.

2.7 Customer's Equipment. Customer shall install Customer's facilities in accordance with the Company's "New Service Guide" and "Electric Service Requirements & Guidelines." The location of Customer's meter must be approved by the Company prior to the installation of equipment owned by the Customer. Customer shall provide service entrance and termination points as specified by the Company's installation standards in effect at the time construction begins.

2.8 Restoration and Grading. The Company will make a reasonable attempt to preserve private roadways and landscaping, but Customer is responsible for final compaction and restoration of private roadways and landscaping, including the removal of excess spoil piles. The Company will install facilities with the understanding that ground-level is the final grade, unless otherwise directed in writing by Customer. Should changes to grade be made in the future that result in Company's facilities being raised or lowered, the Customer is responsible for the costs associated with this change.

3. **GENERAL CONDITIONS**.

3.1 All terms, prices and conditions set forth herein are subject to modification resulting from changes in applicable rules, Tariffs, regulations, ordinances, the scope of project, and laws that may be amended or enacted after the date of this Agreement.

3.2 The payment amounts set forth in this Agreement are effective for 4 months from the date of this Agreement. If construction has not commenced within such period due to any action, omission or failure to act by Customer, the project will be reviewed for any changes in the cost. The Company will perform one line extension engineering cost estimate per year at Customer's location free of charge. If subsequent redesign estimates are requested within the one year period from the original quote, a charge of $68.12/hour

(minimum charge = $68.12) will be assessed and is payable prior to delivery of the estimate to Customer. If Customer proceeds with installation, fees paid for estimates will be credited toward the contribution payment.

3.3 If the facilities required to serve Customer must be relocated or modified at the request of Customer after installation, the Customer shall pay the costs of moving Company facilities.

3.4 The Company agrees to establish service within a reasonable period of time after the Customer's equipment passes inspection by the state and local authorities as required by law. The Company will proceed with the survey, design and construction of its facilities in a normal manner using its existing work force (Company employees or contractors) and material supply sources. Installation will be performed during normal working hours and the Company may reschedule the work to achieve efficient workload of Company forces. Availability of materials, weather conditions, frozen ground, access, or obtaining permits from governmental agencies or railroads may cause delays beyond the control of the Company or the Customer.

3.5 If Company is installing lighting units, the facilities will be placed in a location agreeable to both Customer and Company. Customer is responsible for notifying Company of any outage of lighting units. Company will make repairs and replace defective or damaged facilities within a reasonable time after notice of any outage, but Company does not patrol the system to determine if the lighting units are in operating condition at all times.

3.6 In the event of a conflict between the terms of this Agreement and the Tariffs, the terms of the Tariffs prevail.

4. **ADDITIONAL CONDITIONS**.

PROJECT SUMMARY:
CUSTOMER IS REQUESTIONG 3-PH 277/480V SERVICE AT THE NE CORNER OF THE NEW WEST END WATER TREATMENT PLAN PROPERTY OFF OF S 44TH ST WEST.
FOR ELECTRIC, INSTALL APPROX. 1,860 FT OF 3-PH #2 PRIMARY IN 2" PVC TO THE STAKED LOCATION ON THE SOUTH SIDE OF THE WETLAND/DITCH AREA. THIS INCLUDES 2 BORES. ONE TO GET ACROSS DRIVEWAYS BY THE SUBSTATION AND THEN OTHER TO GET ACROSS THE WETLANDS/DITCH. INSTALL 300 KVA 277/480V TRANSFORMER WITH A 600A SERVICE WITH (1) RUN OF 350 QUAD IN CUSTOMER PROVIDED 4" PVC.
CUSTOMER TO INSTALL (2) 4" PVC CONDUITS FOR THE SERVICE. 1 FOR A SPARE.

CUSTOMER PROVIDED ITEMS:
CUSTOMER WILL INSTALL ONE 600-AMP THREE-PHASE METER BASE, WITH PROPER GROUNDING, AND (2) RUNS OF 4" PVC FROM TRANSFORMER TO METER BASE PRIOR TO NWE CREW ARRIVING ON SITE TO CONDUCT WORK. ITEMS LISTED ABOVE SHALL MEET ALL STATE & NWE REQUIREMENTS. CUSTOMER SHALL PROVIDE UTILITY LOCATE OF ALL PRIVATE UTILITIES, INCLUDING, BUT NOT LIMITED TO PROPANE, COMMUNICATION FACILITIES, CONDUITS, ETC. CUSTOMER WILL ALSO BE RESPONSIBLE FOR FINAL REPAIRS, INCLUDING, BUT NOT LIMITED TO ALL LANDSCAPING, LANDSCAPE FABRIC, TOPSOIL, SEEDING AND/OR HYDROSEEDING (IF NECESSARY), GRAVEL AREAS, TREES, LAWN IRRIGATION SYSTEM, DISPOSAL OF EXCESS PIT RUN, AND/OR ANY PRIVATE UTILITY DISTURBANCES.

CUSTOMER NOTES:
PLEASE SIGN AND RETURN THE CUSTOMER AGREEMENT ALONG WITH THE TOTAL PAYMENT AND NOTIFY CODY (570-8768) WHEN METER BASE IS UP IN ORDER TO PLACE THE PROJECT ON THE CONSTRUCTION SCHEDULE. PRIOR TO INSTALLATION, PLEASE BE SURE THE STATE HAS INSPECTED THE NEW METER BASE AND A COPY OF YOUR STATE ELECTRICAL PERMIT IS ON FILE AT OUR OFFICE.

PHYSICAL ADDRESS: 1944 MONAD RD. BILLINGS, MT 59102
SEND IT TO ATTN NEW CONSTRUCTION DESK. THANKS!

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in duplicate as of the

NorthWestern Energy

Notification # 340192200
Customer #1121797

day and year first above written.

NORTHWESTERN ENERGY	CUSTOMER
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Phone: _____	Phone: _____

NorthWestern Energy

Billings Division
1944 Monad
Billings MT 59102 Email: CCBillings@northwestern.com

Quotation

Customer	Service Address
CITY OF BILLINGS 210 N 27TH ST BILLINGS MT 59101 **Customer Contact:** **Customer Number:** 1121797	CITY OF BILLINGS TBD S 44TH ST W BILLINGS MT 59106

Quotation No. 25144665
Notification No.

Document Date 07/07/2023
Quotation Valid To: 11/04/2023

Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
	PROJECT SUMMARY: *CUSTOMER IS REQUESTIONG 3-PH 277/480V SERVICE AT THE NE CORNER OF THE NEW WEST END WATER TREATMENT PLAN PROPERTY OFF OF S 44TH ST WEST.* *FOR ELECTRIC, INSTALL APPROX. 1,860 FT OF 3-PH #2 PRIMARY IN 2" PVC TO THE STAKED LOCATION ON THE SOUTH SIDE OF THE WETLAND/DITCH AREA. THIS INCLUDES 2 BORES. ONE TO GET ACROSS DRIVEWAYS BY THE SUBSTATION AND THEN OTHER TO GET ACROSS THE WETLANDS/DITCH. INSTALL 300 KVA 277/480V TRANSFORMER WITH A 600A SERVICE WITH (1) RUN OF 350 QUAD IN CUSTOMER PROVIDED 4" PVC.* *CUSTOMER TO INSTALL (2) 4" PVC CONDUITS FOR THE SERVICE. 1 FOR A SPARE.* *CUSTOMER PROVIDED ITEMS:* *CUSTOMER WILL INSTALL ONE 600-AMP THREE-PHASE METER BASE, WITH PROPER GROUNDING, AND (2) RUNS OF 4" PVC FROM TRANSFORMER TO METER BASE PRIOR TO NWE CREW ARRIVING ON SITE TO CONDUCT WORK. ITEMS LISTED ABOVE SHALL MEET ALL STATE & NWE REQUIREMENTS. CUSTOMER SHALL PROVIDE UTILITY LOCATE OF ALL PRIVATE UTILITIES, INCLUDING, BUT NOT LIMITED TO PROPANE, COMMUNICATION FACILITIES, CONDUITS, ETC. CUSTOMER WILL ALSO BE RESPONSIBLE FOR FINAL REPAIRS, INCLUDING, BUT NOT LIMITED TO ALL LANDSCAPING, LANDSCAPE FABRIC, TOPSOIL, SEEDING AND/OR HYDROSEEDING (IF NECESSARY), GRAVEL AREAS, TREES, LAWN IRRIGATION SYSTEM, DISPOSAL OF EXCESS PIT RUN, AND/OR ANY PRIVATE UTILITY DISTURBANCES.* *CUSTOMER NOTES:* *PLEASE SIGN AND RETURN THE CUSTOMER AGREEMENT ALONG WITH THE TOTAL PAYMENT AND NOTIFY CODY*			

NorthWestern Energy

Billings Division
1944 Monad
Billings MT 59102 Email: CCBillings@northwestern.com

Quotation

Customer	Service Address
CITY OF BILLINGS 210 N 27TH ST BILLINGS MT 59101 **Customer Contact:** **Customer Number:** 1121797	CITY OF BILLINGS TBD S 44TH ST W BILLINGS MT 59106

Quotation No. 25144665
Notification No.

Document Date 07/07/2023
Quotation Valid To: 11/04/2023

Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
	(570-8768) WHEN METER BASE IS UP IN ORDER TO PLACE THE PROJECT ON THE CONSTRUCTION SCHEDULE. PRIOR TO INSTALLATION, PLEASE BE SURE THE STATE HAS INSPECTED THE NEW METER BASE AND A COPY OF YOUR STATE ELECTRICAL PERMIT IS ON FILE AT OUR OFFICE. PHYSICAL ADDRESS: 1944 MONAD RD. BILLINGS, MT 59102 SEND IT TO ATTN NEW CONSTRUCTION DESK. THANKS!			
0010	QT1370 Elect Svc-UG from Xfmr Com	1 EA		1,792.42
	Service Allowance			1,792.42-
0020	QT1170 Transformer Multi Phase UG	1 EA		2,616.67
	Transformer Allowance			2,616.67-
0030	QT1020 Primary UG 3 Phase	1 EA		74,279.87
	Admin/Engineering/Other			13,370.38
	Income Tax Surcharge			13,147.54

	Total Item Price			100,797.79

NorthWestern Energy

Billings Division
1944 Monad
Billings MT 59102 Email: CCBillings@northwestern.com

Quotation

Customer	Service Address
CITY OF BILLINGS 210 N 27TH ST BILLINGS MT 59101 **Customer Contact:** **Customer Number:** 1121797	CITY OF BILLINGS TBD S 44TH ST W BILLINGS MT 59106

Quotation No. 25144665
Notification No.

Document Date 07/07/2023
Quotation Valid To: 11/04/2023

Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
	Items Total.....			100,797.79
	Total before Taxes			100,797.79
	Rounding			0.79-
	Total Amount...			100,797.00

Please contact TAYLOR ERSKINE at 406-655-2539
if you have questions regarding this quote.

To schedule work, sign and return the Customer Agreement to NorthWestern Energy. If advance payment is also required prior to scheduling the installation, payment can be made at:

- -NorthwesternEnergy.com/PAYMYBILL
- -Paymentus (third party vendor) toll-free at 833-970-2262 for English or 833-970-2263 for Spanish.
  - -Checking or saving account payments are limited to $10,000.
  - -Credit or debit card payments are limited to $2,500 and a $2.75 processing fee applies.
- -Customer service locations for check and cash payments

Please have your customer number, provided above, available when making a payment.

City Council Regular
Date: 08/14/2023
Title: W.O. 19-42: West End Water Treatment Plant Project, Amendment No. 4
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends that the City Council approve Amendment No. 4 to the City's professional engineering services contract with Burns & McDonnell Engineering Company, Inc. (BMcD) for W.O. 19-42: West End Water Treatment Plant Project in the amount of $347,957.

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

When using a General Contractor/Construction Manager (GC/CM) type delivery method, an initial contract is put in place and then contract amendments are used to add scope when the details of the design become known as the project progresses. To date, there have been three contract amendments for this project. There will be additional amendments as the project moves from the design and bidding into the construction.

In August 2019, City Council approved an $883,732 contract with BMcD for the preliminary design of the West End Water Treatment Plant (WEWTP). In April of 2021, Council approved $3,778,342 contract Amendment No. 1 to complete the final design of the WEWTP and the transmission main to connect the WEWTP to the distribution system. Amendment No. 2 for $69,278 was approved by Council in August 2021 to complete the final design of the Hesper Road gravity sewer extension and the final design of a sewer lift station and force main to serve the WEWTP. Council approved Amendment No. 3 for $306,720 in February 2023 for additional survey and geotechnical work, value engineering, Hesper sewer bidding services, rate escalation and membrane filter procurement and submittal review.

Amendment No. 4 would add the following scope of work totaling $347,957:

- Relocate the plant to the western portion of the City's property in order to reduce the cost of future raw water transmission main construction and to minimize impact to wetlands identified by the U.S. Army Corps of Engineers (USACE). Design changes include new and/or revised site civil, yard piping, hydraulic modeling, permitting, and sanitary sewer lift station and force main.
- Coordinate with the General Contractor/Construction Manager (GC/CM) through February 2024. Previous amendments provided for these services through January 2023; however, additional redesign, estimating and bidding efforts were required for value-engineering the project design.
- Bidding phase services for the Zone 3 water line.

ALTERNATIVES

The Council may:

- Approve Contract Amendment No. 4 with Burns & McDonnell Engineering; or
- Not approve Contract Amendment No. 4. If this project is not completed, the City will be unable to proceed with the plans needed to provide for the future drinking water capacity needs of City of Billings residents.

FISCAL EFFECTS

Original Contract	$883,732
Previous Contract Amendments 1-3	$4,154,340
This amendment	$347,957
Contract Total	$5,386,029

Water funds budgeted in FY 24 are adequate and will be used for this project amendment.

Attachments

WO1942 WEWTP PES Contract Amend#4

AMENDMENT NO. 4

TO

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

W.O. 19-42

WEST END WATER TREATMENT PLANT PROJECT

THIS AGREEMENT, made and entered into on _____, by and between the following:

CITY OF BILLINGS, a Municipal Corporation,
Billings, Montana 59103,
Hereinafter designated the City

and

Burns & McDonnell Engineering Company, Inc.
9785 Maroon Circle, Suite 400
Centennial, CO 80112
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated August 26, 2019, for Contractor to provide engineering services to the City for Work Order 19-42 West End Water Treatment Plant Project, and;

WHEREAS, the City has need for additional engineering services, and;

WHEREAS, the City has authority to contract for consulting engineering services, and;

WHEREAS, the Contractor represents that he is qualified to perform such services, is in compliance with Montana Statutes relating to the registration of professional engineers and is willing to furnish such services to the City;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

Appendix A, Section 3. Include the attached Final Design Scope of Work additions:

- Relocate the plant to the western portion of the City's property in order to reduce the cost of future raw water transmission main construction and to minimize wetland impacts identified by the USACE.
- Coordinate with the GC/CM through February 2024. Additional redesign, estimating and bidding efforts were required to value-engineer the project and reduce its cost from the GC/CM's October 2021 estimate.
- Add bidding phase services for the Zone 3 water line.

Appendix B, Section 1, Paragraph A. replace with the following:

ORIGINAL CONTRACT (August 26, 2019)	
1. Task Series 100-800 – Preliminary Design	$883,732
AMENDMENT NO. 1 (April 26, 2021)	
2. Task Series 1000 – Meetings and Project Management	$444,614
3. Task Series 1100 – 30% Design	$572,386
4. Task Series 1200 – CM/GC Selection	$35,850
5. Task Series 1300 – Work Package 1	$915,901
6. Task Series 1400 – Work Package 2	$1,244,726
7. Task Series 1500 – Permitting	$64,344
8. Task Series 1600 – Issued for Construction	$153,058
WATER TREATMENT PLANT PROJECT TOTAL	$3,430,879
9. Task Series 1700 – Pipelines Design	$347,463
TOTAL, Amendment No. 1	$3,778,342
AMENDMENT NO. 2 (August 27, 2021)	
10. Task Series 1400 – Work Package 2	$58,237
11. Task Series 1500 – Permitting	$3,836
12. Task Series 1600 – Issued for Construction	$7,205
TOTAL, Amendment No. 2	$69,278
AMENDMENT NO. 3 (March 2, 2023)	
A. Bidding services: Sanitary sewer mains	$15,015
B. Membrane filter procurement & submittal review:	$79,869
C. Rate escalation	$87,506
D. Value engineering design efforts	$76,309
E. Survey & Geotech for new WEWTP Site	$48,021
TOTAL, Amendment No. 3	$306,720
AMENDMENT NO. 4	
13. Task Series 1800 – Design Scope Services	$129,163
14. Task Series 1900 – Meetings and Early Construction Support	$218,794
TOTAL, Amendment No. 4	**$347,957**

All other terms and conditions of the contract to which this amendment applies shall remain in full effect.

CONSULTANT

NAME: Daniel D. Kerinek

BY: Daniel D. Kerinek

TITLE: Senior Vice President

DATE: July 20 2023

CITY OF BILLINGS, MONTANA

BY: _____
Mayor

DATE: _____

Basic Services of Engineer, Amendment No 4.
City of Billings W.O. 19-42, West End Water Treatment Plant Project

Scope of Services

The following tasks summarize the scope of services for the additional design scope services for the West End WTP and early construction phase support.

TASK SERIES 1800 –Design Scope Services

Task 1801 – Civil Design for New Site:
Due to the site relocation from the corner of Hesper and Shiloh to the West, additional civil drawing development was required on the new site.

Task 1802 – Yard Piping for New Site:
Due to the site relocation from the corner of Hesper and Shiloh to the West, additional drawing development of the yard piping was required on the new site.

Task 1803 – Hydraulic Modeling:
Burns & McDonnell's Project Team will provide an analysis of the transmission main and new Zone 3 connection south of the Shiloh Conservation Area (focused on Pressure Zones 3) using the City's most recent update of its hydraulic model and prepare a Technical Memorandum (TM). Questions, comments, and discussion from the hydraulic analysis workshop and City comments from the Draft TM will be incorporated into the Final TM. This will help identify sizing of the high service pump station in addition to location and sizing of the water transmission main leaving the high service pump station. This task will include up to two meetings with the project team, City, and HDR to discuss recent modeling efforts/design criteria for the high service pump station.

The steady state model will analyze the existing conditions. It is assumed that multiple projects will need to be completed outside of this project to pump the full WTP capacity. The City will provide the design criteria for peak treatment plant pumping that should be used as a basis for design.

Additional hydraulic modeling was performed to incorporate the proposed Zone 4 pump station and impacts related to the WEWTP HSPS.

Task 1804 – WTP Corp Permitting:
The original scope included the submittal of one Corp permit. Since the WTP and the Hesper sewer required separate Corp permits, this is the associated change to convert from one permit to two permits.

Task 1805 – Environmental Figures Rework for Permitting:
Due to the force main relocation following 60% design, additional drawing development for permitting is required.

Task 1806 – Force Main Redesign to 60%:
Due to the force main relocation following 60% design, additional drawing development is required.

Task 1807 – Revised Lift Station Hydraulic Calculations

Due to the force main relocation following 60% design, additional lift station calculations are required.

TASK SERIES 1900 – Meetings and Early Construction Support

Task 1901 – CMGC Bidding Support and Questions:
Burns & McDonnell will assist the City's staff in answering questions concerning the design of the project. Burns & McDonnell will also be available to answer questions and issue bid addendums throughout the bidding process.

Task 1902 – CMGC Coordination:
Burns & McDonnell will coordinate with the selected CM/GC on value engineering, cost projections, design concept modifications, answer their questions, and attend meetings related to the CM/GC scope of work.

Task 1903 – Pretreatment Equipment Submittal Review:
The proposed design includes pretreatment equipment (flocculators, plate settlers, and sludge collectors). Pre-procurement of the pretreatment equipment will assist with design development. At 30% design, BMcD issued a procurement package for the equipment. BMcD will review the submittals and incorporate the selected equipment into the design development.

Task 1904 - Weekly Meetings & Project Management (January 2023 - September 2023):
The overall project schedule was extended previously to January 2023. The deadline extension was due to project decisions, equipment submittal duration, and other aspects out of Burns & McDonnell's control. This work includes additional progress meetings and project management that was due to extending deadlines out of Burns & McDonnell's control. Out of scope meetings and project management was noted in drafts of Amendment 3.

Task 1905 - Weekly Meetings & Project Management (October 2023 - February 2024)
The proposed project schedule has construction commencing in February 2024. Burns & McDonnell will need to complete additional work from October 2023 to February 2024 to facilitate project development. This work includes additional progress meetings and project management that was due to extending the schedule by not approving the CM/GC's GMP.

Task 1906 - Support During GMP Development (October 2023 - February 2024)
Burns & McDonnell will coordinate with the new CM/GC contractor during GMP development. Burns & McDonnell will assist in answering questions from subcontractors and the CM/GC contractor.

Task 1907 – Zone 3 Bidding Phase Services (Bid Advertisement, Pre-Bid Meeting, and Questions):
The project team will provide bid advertisement text to City for publication. Submission of the advertisement to publications and the cost for advertising will be the responsibility of the City. This task assumes 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. The plan holder's list will be maintained through Quest CDN.

Once the bid is advertised, the project team will answer prospective bidder's questions and hold a pre-bid meeting with interested bidders and suppliers. The project team will prepare an

agenda and meeting minutes for the pre-bid meeting. The project team will issue bid addendums, as needed.

Task 1908 – Zone 3 Bidding Phase Services (Prepare Bid Tabs and Recommendation of Award):
After the bid closes, the project team will analyze the bid proposals, publish a bid tabulation, and make a recommendation to the City for award.

City Council Regular

Date:	08/14/2023
Title:	MOU Local Emergency Planning Committee Health Management and Advisory Group 2023
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

City Council authorize Mayor Cole and Administrator Kukulski to sign the enclosed Memorandum of Understanding (MOU) for the sub-committee of the Local Emergency Planning Committee (LEPC) called the Health Management Advisory Group (HMAG).

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

The purpose of this MOU is to have all key stakeholders on the same page and to recognize this group as the part of the LEPC focusing on the health and medical component of emergency management planning. This MOU replaces the current one representing the new HMAG structure and review process. The LEPC has refocused the HMAG to be more efficient and goal oriented which constitutes a significant change to the group. This MOU does not have a time period, but is reviewed every three years. As a result, we thought it would be prudent to advise all key stakeholders. The document you have is blank, but we already have several stakeholder signatures including from the county.

The HMAG serves as the "subject matter experts" for the LEPC. The HMAG does not have any authority or oversite to our public health department or any medica facility. The HMAG is a sub-group of our LEPC only and helps to advise the DES office and members of the LEPC on best practices and planning guidance as it relates to health and medical issues.

STAKEHOLDERS

The MOU refers to the seven community lifelines identified in emergency management, Local Emergency Planning Committee, Billings Clinic, St. Vincent Healthcare/Intermountain Health, RiverStone Health, Yellowstone County, City of Billings, City of Laurel, Village of Broadview, Montana Disaster and Emergency Services, Vitalant, Southern Region Healthcare Coalition/MHA, and American Medical Response.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

NA

Attachments

2023 HMAG MOU
Fema Community-Lifelines

Memorandum of Understanding
Local Emergency Planning Committee
Health Management and Advisory Group
2023

WHEREAS, Yellowstone County and all political jurisdictions therein recognize that there are hazards that could pose significant danger to the health and well-being of their residents; and,

WHEREAS, the value of a coordinated response to such hazards is recognized as the best option to reduce loss of life, property damage, and social / economic hardship; and,

WHEREAS, the Local Emergency Planning Committee (LEPC) is charged with preparing the community and its residents to protect, prevent, mitigate, respond to, and recover from substantial hazards and threats to the community; and,

WHEREAS, the LEPC has selected the Community Lifelines construct proposed by the Federal Emergency Management Agency (FEMA) as its model for emergency management; and,

WHEREAS, the seven elements of the FEMA Community Lifelines construct include: 1) Safety and Security; 2) Food, Water, Shelter; 3) Health and Medical; 4) Energy; 5) Communications; 6) Transportation; and, 7) Hazardous Materials; and,

WHEREAS, the LEPC's Health and Medical Advisory Group (HMAG) is chartered "to ensure the coordination of the Yellowstone County health system for the purpose of preventing, preparing, and recovering from events that may impact the health of our community" by developing, testing, and improving the Health and Medical component of the Community Lifelines construct; and,

WHEREAS, the elements of the Health and Medical component of the Community Lifelines construct include medical care, patient movement, public health, fatality management, and medical supply chain;

THEREFORE, the Parties indicated below affirm their understanding and commitment to utilize the HMAG as their primary means for developing, testing, and improving plans, activities, processes, and procedures intended to address the five elements of the Health and Medical Community Lifeline; and,

FURTHER, the Parties indicated below affirm their commitment to support the ongoing work of the HMAG through providing resources as deemed available and appropriate, and by considering the recommendations of HMAG to accomplish the objectives defined in its charter.

On behalf of the Local Emergency Planning Committee:

_____

Jennifer Staton Date
Chairperson

On behalf of Billings Clinic:

_____

Clint Seger, MD Date
Chief Executive Officer

On behalf of St. Vincent Healthcare / Intermountain Health:

_____

Jennifer Alderfer Date
Montana Region President & CEO

On behalf of RiverStone Health:

_____

Jonathan Forte, MHA, FACHE Date
President & CEO

_____

John Felton, MPH, MBA, FACHE Date
Yellowstone County Health Officer

On behalf of Yellowstone County:

_____

John Ostlund Date
Chair, Board of County Commissioners

_____

KC Williams Date
Director, Disaster & Emergency services

On behalf of the City of Billings:

_____

William Cole Date
Mayor

_____

Chris Kukulski Date
City Administrator

On behalf of the City of Laurel:

_____

Dave Waggoner Date
Mayor

On behalf of the Village of Broadview:

_____

Katrina Thompson Date
Mayor

On behalf of Montana Disaster and Emergency Services:

_____

Delila Bruno Date
Director

On behalf of Vitalant:

_____

Anne C. Burtchaell Date
Vice President, Mountain Division

On behalf of Southern Region Healthcare Coalition / MHA:

_____

Jude Waerig Date
Coordinator

On behalf of American Medical Response:

_____

XXXXXXXXX Date
XXXXXXXXX

Community Lifelines

lifelines@fema.dhs.gov

fema.gov/media-library/assets/documents/177222

Definition

A lifeline enables the continuous operation of **critical business** and **government functions** and is essential to **human health** and safety or **economic security**.

Purpose

- Root Cause Analysis
- Interdependencies
- Prioritization
- Ease of Communication

Assessing

- Status ⟶ What?
- Impact ⟶ So What?
- Actions ⟶ Now What?
- Limiting Factors ⟶ What's the Gap?

Stabilization

Occurs when basic lifeline services or capabilities are provided to survivors (may be temporary solutions requiring sustainment).

COMPONENTS of Lifelines

Safety and Security
- Law Enforcement/ Security
- Fire Services
- Search and Rescue
- Government Services
- Community Safety

Food, Water, Shelter
- Food
- Water
- Shelter
- Agriculture

Health and Medical
- Medical Care
- Patient Movement
- Public Health
- Fatality Management
- Medical Supply Chain

Energy (Power & Fuel)
- Power (Grid)
- Fuel

Communications
- Infrastructure
- Alerts, Warnings, and Messages
- 911 and Dispatch
- Responder Communications
- Finance

Transportation
- Highway/Roadway
- Mass Transit
- Railway
- Aviation
- Maritime

Hazardous Materials
- Facilities
- HAZMAT, Pollutants, Contaminants

City Council Regular

Date:	08/14/2023
Title:	2023 Recreation Trails Program grant for Lillis Park trail rebuild
Presented by:	Pigg Michael, Superintendent
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends the acceptance of the 2023 Recreational Trails Program grant for $100,000.00 to rebuild the Lillis Park trail which runs East to West along Lillis Ln.

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

Staff, working closely with Trail Net to secure funding to do the long overdue repairs to the Lillis park trail was awarded the 2023 Recreation Trails Program grant. The current trail condition limits who can use it because the surface is in disrepair. The repairs will make the trail accessible to all users.

ALTERNATIVES

City Council may:

- Approve; accepting of the 2023 Recreational Trails Program Grant or,
- Not Approve and provide staff with direction

FISCAL EFFECTS

The grant does include a 20% match of funds or in-kind labor which will come out of the Park and Recreation budget.

SUMMARY

The City Council continuously encourages staff to pursue alternative funding sources. The majority of this much needed repair is funded through this grant.

Attachments

2023 RTP Grant

March 31st, 2023

Dr. Elizabeth Ciemins
Bike Net DBA Billings TrailNet
March 31st, 2023
1971 Pryor Ln
Billings, MT 59102

Re: 2023 Recreational Trails Program Grant Application
Notice of Conditional Funding – Follow-up REQUIRED

Dear Dr. Elizabeth:

Montana Fish, Wildlife & Parks has completed its review of all 2023 RTP grant applications. **I am pleased to inform you that your RTP application has been selected for full funding in the amount of $ 100000 for the 2023 grant cycle. This funding is conditional upon satisfactory environmental review and public comment processes that FWP will conduct in the next month. Once these processes have been completed, Montana FWP will issue a Decision Notice to finalize all awards.**

This year, the Recreational Trails Program received forty-eight applications requesting over $2.1 million. With only $1.5 million to award, your application outcompeted many others. The review committee believed your project aligned closely with the program's criteria and that your organization will be a responsible and effective steward of these RTP funds.

Conditions of Funding

1) File and receive an approved amendement to the Billings-Yellowstone County Metropolitan Planning Organization's TIP, and submit this approved ammendment via email prior to incurring any expenses

If there are additional conditions listed above, you must satisfy them. Please consult the RTP Manager if you are unsure how to meet a Funding Condition.

Funding Strategy Narrative and Budget Update in WebGrants

We may require more detail in your Funding Strategy Narrative in WebGrants before you sign your Contract Agreement. If this is the case, it is listed as a condition of funding, above. These forms will be unlocked for you in WebGrants for editing; please edit and resubmit them within the next month. You will be notified when this feature is unlocked in WebGrants and provided with additional instructions

Build America, Buy America (BABA)

RTP grantees are required to comply with BABA. Foreign-made materials may not exceed $2,500 in value across the total project budget, if your project (RTP requested funds OR match) include the purchase of any construction materials (including but not limited to Non-ferrous metals, polymer-based products, lumber, glass, etc.) or manufactured items that include steel or iron and may be valued at over $2,500 (across the full scope of the project), you must obtain and provide a letter from the manufacture

certifying that the item(s) are American-made and that any foreign sourced materials are valued at less than $2,500. If any portion of your budget indicated that BABA may be required for your project, it is listed as a condition of funding, above. Please reach out to the RTP Manager to for further clarification or questions.

Additional Resources for Build America, Buy America under the Federal Highways Administration:

- Question & Answers by FHWA
- Additional February 1st, 2023 Question & Answers by FHWA

Contract Agreement and Project Start

You may not expend any project funds or matching funds until your RTP Contract Agreement is prepared and signed. We expect to release Contract Agreements to subrecipients for signature in July and August. **Please decide whether you would like to sign your RTP Contract Agreement in July or August, as the month that you choose to sign your Agreement determines when your first reimbursement request is due. For example, if the agreement is signed in July, your first request will be due in March of 2023. If it is signed in August, then your first request will be due by April of 2023.**

Required Follow Up (Due within 2 weeks of this dated letter)

Please respond to this letter via email with the following information:

- Confirmation of your acceptance of the RTP award as outlined.
- Confirmation of your commitment to meet specified Funding Condition(s), if applicable.
- Indication of when you would like to sign your contract (July or August).
- Confirmation that you are the correct contact person for your organization. If not, identify the correct contact person.

We appreciate the time and effort you put into your grant application. We look forward to working with you as a 2023 RTP Subrecipient and supporting you in implementing a successful project.

Sincerely,

Adam Brooks, Chief
Financial Assistance and Compliance Bureau
Montana Fish, Wildlife and Parks

For any questions and for all follow-up on the Conditional Funding Notice, Contact the RTP Manager:
Stephanie Clemen: Stephanie.adamsclemen@mt.gov / (406) 444-5898

City Council Regular

Date:	08/14/2023
Title:	2024 Unified Planning Work Program (UPWP)
Presented by:	Scott Walker
Department:	Planning & Community Services
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council approve the 2024 UPWP and instruct PCC Designee Mayor Cole to take its recommendation to PCC for final local approval.

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

The City-County Planning Division is presenting the 2024 Unified Planning Work Program (UPWP) for the Billings Metropolitan Planning Organization (MPO) for City Council review and recommendation to the Billings Policy Coordinating Committee (PCC). The City Council had the opportunity during its August 7th Work Session meeting to receive a presentation from staff and ask questions. During this regular meeting, the Council is scheduled to take action on the UPWP and forward its recommendation to the PCC. The PCC will hold its meeting August 30 for final local approval. The UPWP is primarily for the purpose of programming the federal dollars that Billings receives from the Federal Highway Administration (FHWA) for transportation planning and the Federal Transit Administration (FTA) for transit (MET) planning. These funds are passed through the Montana Department of Transportation (MDT). All transportation planning activities are included in the UPWP so that it represents a comprehensive document for the urban transportation planning program and provides coordination between the Billings MPO, Montana Department of Transportation, Federal Highway Administration and Federal Transit Administration.

This UPWP proposes planning activities for Federal Fiscal Year 2024, which runs from October 1, 2023, through September 30, 2024. This UPWP corresponds directly with the Planning Division's annual work plan and already adopted FY24 city budget. The significant changes in this year's program include continuing to update to the 2024 Bike and Pedestrian Plan, the 21st Street Underpass Study, and inclusion of transportation elements of neighborhood planning studies for the West End and Heights. The Transit section is Chapter II of the UPWP. The document is consistent with past programs in its content and format.

STAKEHOLDERS

Local review of the UPWP each year goes through public discussion sessions, work sessions and regular business meetings of the City Council, Board of County Commissioners, and Yellowstone County Board of Planning (Planning Board). The Planning Board also conducts a legally advertised public hearing at one of its meetings to review where the public can provide formal testimony on the UPWP. The public is also able to provide comment or questions at any public meeting where the Council is considering the item. No public comment had been received by the Planning Division staff at the time this memo was drafted.

ALTERNATIVES

City Council may:

- Approve the UPWP as drafted and instruct Mayor Cole to give a positive recommendation PCC; or
- Make amendments to the program document, approve it, and instruct Mayor Cole to give a positive recommendation to PCC; or
- Reject the program and instruct Mayor Cole to give a negative recommendation to PCC. Rejection of the UPWP would conflict with the operations of the Billings MPO, conflict with the FY24 approved budget for the Planning Division, and mean a significant reduction in funding to complete planning activities in Billings and Yellowstone County, and would affect staff, resources, and future transportation planning processes and programs.

FISCAL EFFECTS

Approval of the 2024 UPWP allows the City to access Federal funds for transportation planning in the community. Federal and local funds are combined to provide most of the planning work done by the Planning Division for the City and the County. If the UPWP is not approved, there would be a significant loss of resources for community planning and the community's ability to manage transportation planning projects and programs would be severely limited. The

breakdown of funding sources for the FY 2024 UPWP is estimated below:

- $260,000 Planning Dept. Fee Revenue (City of Billings)
- $170,000 Planning Dept. Fee Revenue (Yellowstone County)
- $595,000 Yellowstone County Planning Levy
- $1,447,790 Federal Planning (PL) Allocation
- $2,472,790 Total Local and Federal Program Funding (UPWP)

Attachments

Draft 2024 UPWP

Billings Urban Area

Unified Planning Work Program

(UPWP)

Federal Fiscal Year

2024

DRAFT

Prepared By:

Billings/Yellowstone County Planning Division
2825 3rd Avenue North, 4th Floor
Billings, Montana 59101

In Cooperation With:

Montana Department of Transportation
Federal Highway Administration
Federal Transit Administration

BILLINGS - YELLOWSTONE COUNTY
MPO
METROPOLITAN PLANNING ORGANIZATION

UNIFIED PLANNING WORK PROGRAM

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INTRODUCTION

The Billings Urban Area planning process is organized and conducted in a cooperative, coordinated, and comprehensive manner. The Yellowstone County Board of Planning, as the designated Metropolitan Planning Organization (MPO), is charged with the responsibility of administering the planning process. Under federal regulations, an MPO must be established for urban areas with populations greater than 50,000 in order to receive federal funds for construction projects and transportation planning. This document, the Billings Urban Area Unified Planning Work Program (UPWP), and a companion document, the Prospectus, is the foundation upon which the planning process is based.

The UPWP is developed each year, and once adopted and approved by FHWA and FTA, is in effect from October 1 to September 30. The UPWP contains a task-by-task discussion of projects, which are to be undertaken during the program year. It also contains appropriate funding information, staffing information, and a schedule for each project. The UPWP undergoes a comprehensive review at the local, state, and federal levels each year.

This year, Federal Fiscal Year 2024, the format for work program activities conforms to Federal Transit Administration (FTA) Ch 2 pt 4 of FTA Circular 8100.1D. The Montana Department of Transportation and the Yellowstone County Board of Planning have mutually agreed upon use of this format.

The UPWP is a detailed description of projects, which occur on a routine basis. Once adopted, the document is only amended if there is a change in the planning process. The UPWP also contains information pertaining to the organization of the planning process, agencies involved, and agreements between agencies involved in the process.

Cost overrun guidelines have been established by the Montana Department of Transportation and agreed to by the Yellowstone County Board of Planning. Those guidelines will determine the allowable overruns for any work program element. Overruns that surpass those outlined in the guidelines will require a UPWP amendment.

This document includes two chapters, Highway and Transit. Each chapter contains individual work elements. These work elements describe work the planning and transit staff will undertake in the program year as well as work accomplished in the past year. Also included is a breakdown of funding sources which include, Planning (PL) funds and Local (City & County) funds which are used to provide funding for non-PL eligible activities. Priorities this year include completing the update of the 2017 Bike and Pedestrian Plan, 21st Street Underpass Feasibility Study, a corridor study of Broadwater or Central Avenues, Neighborhood Planning Transportation Elements, grant application development, and other projects.

DATES OF LOCAL APPROVAL

TAC –7/13/23
PLANNING BOARD –8/8/23
COUNTY COMMISSION –8/8/23
CITY COUNCIL –8/14/23
PCC –8/29/23
MDT- FWHA-September , 2023

CHAPTER I

YELLOWSTONE COUNTY BOARD OF PLANNING

SECTION I UNIFIED PLANNING WORK PROGRAM

41.11.100 PROGRAM SUPPORT & ADMINISTRATION

100 PROGRAM ADMINISTRATION (4301)

OBJECTIVE

- To administer the area-wide planning process.
- To support the Board of Planning and other Boards, Commissions, and the City Council and County Commissioners in decision-making activities in the planning process.
- To engage in administrative and financial actions related to identified planning activities and to prioritize those activities.
- To enhance staff skills and maintain staff exposure to the "state-of-the-art" in planning practice and computer software.
- To maintain contact with, provide input to, and receive feedback from various local, state and federal agencies, committees and groups during the planning process.

ACCOMPLISHMENTS - FISCAL YEAR 2023

Conformance with federal, state, and local administrative and regulatory requirements, as well as maintenance of planning operations was achieved for FY23.

Members of the planning staff attended various professional meetings, workshops, and conferences at which planning, transportation, transit, bicycle/pedestrian and related topics were presented and discussed.

Specifically, the City-County Planning Division (Planning Division) and members of other local, state and federal departments and agencies actively participated in a diverse set of local meetings, including the Billings Technical Advisory Committee (TAC), Policy Coordinating Committee (PCC), Billings & Yellowstone County Zoning Commissions and Boards of Adjustment, Board of Planning, City Annexation Committee, City Development Process Review Committee, Community Development Board, Public Works (formerly the Traffic Control) Board, Bicycle and Pedestrian Advisory Committee, Historic Preservation Board and others. Grant writing for the Division was completed under this work element. Staff also participates in meetings with MDT and the other MPO's quarterly to discuss activities and issues. Billings MPO also meets with MDT to discuss project coordination and issues.

Planning staff received updates in computer software programs for the geographic information system and its application to mapping data layers such as streets, land use, address, ownerships and environmental data. This GIS information is vital to provide to consultants for local plan development. Staff regularly utilizes an application tracking and project management software system that integrates the existing City building permit, finance and land management software, as well as coordinated subdivision and development project reviews across City and County departments. This software allows for electronic submittal of building, sign, fence and exempt plats for local review. Staff also reviewed/updated the City Annexation Policy and Limits of Annexation Map and assisted in updates to the City's Capital Improvement Plan (CIP). Implementation of the City's Complete Streets Policy is ongoing with the

continued collection of data to be incorporated into the Complete Streets Status Report that is updated and published every three years. Implementation of the Billings Community Transportation Safety Plan will continue with reporting to MDT as required.

Online permitting continues to have a positive impact on development.

PROPOSED ACTIVITIES - FISCAL YEAR 2024

All administrative functions of the Planning Division will be performed under this work element. Program management activities will include, but not be limited to the following:

1. Correspondence
2. Public Relations
3. Employee Guidance, Supervision, and Training
4. Program Organization and Management
5. Consultant Liaison Activities
6. Staff Meetings
7. Negotiations
8. Preparation of Contracts
9. Performance Monitoring
10. Office Equipment Acquisition
11. Budget Management and Administration

Federal regulations require that performance measures and goals be established to monitor the performance of the region's transportation system.

The MPO will work with federal, state and local agencies to improve current performance tracking methods. Performance measures will be tracked on the MPO website and regular reporting will be provided to the Transportation Policy Coordinating Committee, MPO committees and the general public depending on the availability of related data.

With the refilling of the Planner 1 positions, senior staff has the ability to undertake a few neighborhood planning efforts. This included a grant application to the Department of Commerce for a Community Development Block Grant to complete an update to the Billings West End Plan. This plan, completed in 2013, created a land use plan for a rapidly growing area. With the grant funds, plus PL funds for a transportation element, this plan can be updated to look at today's current land use and the community desire for this continuing growing area of the MPO. In addition to the West Billings Plan, the Planning Division will be updating the Heights Neighborhood Plan that also contains a separate PL funded transportation element. Also, with the changes in the land use section of the Montana Code during this last Legislative session, the Billings City Council allocated funding to update the 2016 Billings Growth Policy.

PL Eligible Activities

- As per the MPO's public participation plan and ongoing public outreach efforts, the planning staff will make available the documents and guidelines for transportation planning activities to the community, as well as keep abreast of federal and state requirements as they relate to the overall planning processes. These activities may include distribution of the Billings Area Bikeway and Trail Master Plan to community organizations or individuals, distribution of the current Billings Area Tour Map for bicycle and pedestrian users and visitors, distribution and explanation of the latest Billings Urbanized Area Traffic Count Map and Bicycle Count Map, explanation and distribution of the MPO's public participation plan to groups involved or interested in transportation planning processes in the community, and explanation and information dissemination of the TA or other grant programs to possible project applicants in the community.

- Staff will monitor the PL & Memorandum of Agreement as necessary to meet the requirements of the IIJA or any new legislation they may be approved in the upcoming fiscal year.
- Quarterly progress and expenditure reports will be prepared and transmitted to the Montana Department of Transportation (MDT) in order to maintain federal funding support.
- The FY 2024 UPWP will be continually appraised and monitored in terms of content and budget allocations and will be revised when deemed necessary.
- The Fiscal Year 2025 UPWP will be developed under this work element.
- The Board of Planning, Board of County Commissioners and City Council will be kept informed of the activities of the staff and its progress in completing the approved UPWP.
- All planning staff will participate in recognized and approved training programs in order to improve staff skills and capabilities. Planning expertise will be maintained through enrollment in appropriate planning and transportation-related courses at area colleges, workshops, seminars, webinars and conferences.
- Staff will adapt software programs to effectively utilize traffic data and continue computer-training programs.
- The use of PL funds for out-of-state travel and/or registration fees for the above or other purposes will continue to be subject to prior approval of MDT.
- The MPO TA Program administration will be funded through this work element.
- Infrastructure Investment and Jobs Act (IIJA) will be reviewed so staff may become familiar with changes affecting the metropolitan planning process.
- Grant writing services will continue to be incorporated within the department.
- Transportation Planning Intern, to mainly assist in Active Transportation duties including provide information to the Public Works Board, Bicycle and Pedestrian Advisory Committee and others. Data collection as it pertains to Active Transportation
- Planning activities pertaining to Bicycle-Pedestrian in this work element will include:
  - Work field inspections, handle complaints and investigate problem areas of the Bike/Pedestrian system.
  - Presentations as needed.

Locally Funded Activities

- General administrative activities will include maintenance of files, library documents, daily correspondence and preparation of necessary periodic reports.
- Interagency committee participation is included in this work element.
- All staff members will continue to participate in and encourage increased cooperation between state and local agencies, departments and governing bodies.
- The Planning Division will serve both as a coordinator of and a participant in meetings and committees.
- Planning Division involvement will include participation with such agencies as the Housing Authority, Big Sky Economic Development (BSED), Air Pollution Control Board, RiverStone Health (City-County Health Department), Healthy by Design, legislative study committees, and other agencies.
- Staff will continue to implement long-term document storage through virtual servers and cloud storage platforms.

STAFFING

28 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

The Planning Division will be responsible for administering the area-wide planning process for the City and County.

PRODUCT

- An ongoing administrative program focused primarily at effective and expeditious implementation of this UPWP.
- The continual enhancement of the Planning Division staff skills and knowledge.
- Maintenance of a coordinated, comprehensive, and cooperative planning process that is endorsed and supported by the local community.
- The development of the FY25 UPWP.

FUNDING SCHEDULE - ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE			
AGENCY	**PL**	**LOCAL**	**TOTAL**
MPO	$264,000	$216,000	$480,000
TOTAL	$264,000	$216,000	$480,000

DISBURSEMENT PERCENTAGE			
AGENCY	**PL**	**LOCAL**	**TOTAL**
MPO	55	45	100

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	**PL***	**LOCAL**	**TOTAL**
MPO	$280,500	$229,500	$510,000**
TOTAL	$280,500	$229,500	$510,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%.

** Record Keeping via virtual servers and cloud storage, scanning - $8,000, Transportation Planning Intern $10,000, 1 Computer Upgrade $2,000.

101 SERVICE (4302)

OBJECTIVE

- To coordinate the dissemination of information and exchange of ideas between planning agencies and the interested public, decision-makers, and other departments, agencies, and organizations as related to the Billings MPO.

ACCOMPLISHMENTS - FISCAL YEAR 2023

Members of the planning staff were involved in a wide range of service tasks. Planning services included presentations related to roadways and alternative transportation, responding to citizen inquiry and complaints regarding streets, subdivision layout, site distance, zoning request, conformance with the 2018 Transportation Plan Update and the

Billings Area Bikeway and Trails Master Plan, City of Billings 2016 Growth Policy, the Lockwood Growth Policy and various neighborhood and community plans.

Staff presented transportation planning information to its organization and agency partners as needed for educational and decision-making purposes. Planning staff also shared information with the community and stakeholders throughout the development of several planning efforts. The Billings MPO hosts monthly webinars covering a variety of topics including transportation and mobility related topics.

PROPOSED ACTIVITIES - FISCAL YEAR 2024

PL Eligible Activities

- Staff will continue the very successful series of webinars and "brown bag lunch" seminars on a wide range of planning topics, including multi-modal transportation planning and funding, collaborative community planning techniques and planning for sustainability as well as various Institute of Transportation Engineers, Project for Public Spaces, Sustainable Communities, and Federal Highway Administration webinars.
- Staff is also targeting webinars which educate staff and public on the transportation planning process and funding as related to the operation of the MPO.
- The Planner I position will also be working within this element. These positions will provide transportation and related planning information to the general public and interested organizations.

Locally Funded Activities

- Staff will continue to develop and use website tools to enable citizens to access information on upcoming planning activities, board and commission meetings, and recent land use applications, as well as interact with various planning processes through email notification and online comment programs. Staff will look at implementing citizen access to the Questys System software for access to historical data related to transportation, zoning and other planning applications.
- Continue increasing community and agency awareness of the interrelationships between land use development and transportation needs through dissemination of information and drafting of planning documents that incorporate both elements together.

STAFFING

3.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

As Assigned.

PRODUCT

- A responsive and flexible planning process utilizing staff capable of providing short-term findings and recommendations, as well as ongoing customer service to the public on all levels of planning projects and regulations.
- Provide transportation related webinars to staff, local officials and general public to educate on current transportation issues. These webinars are scheduled on a monthly basis and anticipate 5-10-person viewings per showing. This number can fluctuate depending on the topic. Staff participation is anticipated to be 4-5 persons at these viewings.

- In addition to the transportation specific webinars, staff also provides general planning webinars that are advertised to all city staff, local officials and the general public. These webinars are scheduled routinely and can include up to 3 webinars a month. Participation anticipated at these webinars is 5-10 person per viewing. This number can fluctuate depending on the topic. Staff participation is approximately 3-5 per viewing contingent on scheduling.

FUNDING SCHEDULE - SERVICE

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$30,000	$30,000	$60,000
TOTAL	$30,000	$30,000	$60,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	50	50	100

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$32,000	$32,000	$64,000
TOTAL	$32,000	$32,000	$64,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

102 CITIZEN INVOLVEMENT (4303)

OBJECTIVE

- To solicit information concerning community values and goals and to receive community input into the development of plans and projects.

ACCOMPLISHMENTS - FISCAL YEAR 2023

Numerous meetings with service clubs, civic groups, and professional organizations were attended by staff members to discuss all facets of local planning. The Planning Board used extensive public input to review and receive comments on a wide range of planning issues throughout the City and County. Meetings of neighborhood task force organizations and neighborhood advisory committees were also attended as requested to answer questions and review long-range planning issues, particularly related to transportation planning and projects, as well as code enforcement complaints. Projects specifically related to citizens and citizen boards included the update to the 2018 Long Range Transportation Plan and the development of the Phase II Safe Routes to School Plan.

PROPOSED ACTIVITIES - FISCAL YEAR 2024

PL Eligible Activities

- Outreach to the public and all affected jurisdictions for ongoing transportation projects, including but not limited to several MDT planning and construction projects such as the North Billings Bypass, short- and long-term planning for rail traffic mitigation in downtown Billings, 6th Street Underpass project and several MPO projects. The MPO has several projects that will be completed and initiated this upcoming year including the completion of the update to the 2016 Bike/Ped plan as well as the new transportation planning studies identified in this UPWP.
- The staff will continue to support the Bicycle and Pedestrian Advisory Committee. The Committee is responsible for forwarding recommendations to the Planning Board and governing bodies on bicycle safety, bike lanes, pedestrian safety and access, and other matters. The group will be involved in the nomination and review of TA Program eligible projects, bicycle and pedestrian signing and safety projects, grant applications for non-motorized transportation projects, and community education and outreach on bicycle and pedestrian safety within the MPO.
- The MPO has several large planning efforts this year and next, as part of our continuous efforts to engage the public in these transportation planning efforts, staff will be actively engaged with the City of Billings Public Information Officer (PIO) to push information and public participation opportunities to the community.
- TAC and PCC meetings will be held, and meeting information disseminated as necessary.
- Staff will continue to update and maintain the MPO's website to provide the most current up to date information to the community.
- Staff will utilize web-based GIS and web mapping software for assistance in transportation planning.
- Some of the specific projects that will involve community participation include the completion of the update to the Bike and Ped Plan, the Phase II of the Safe Routes to School Study, and the planning studies identified in Work Element 302. These projects will include extensive public participation and solicitation.

Locally Funded Activities

- Meetings with various citizen groups will be coordinated and attended for the purpose of soliciting information and ideas on a broad range of planning issues within the Billings Urban Area and throughout Yellowstone County.
- Community participation using new tools and techniques will also be included in all planning studies proposed within this document.
- Staff will utilize web-based GIS and Web mapping software for assistance in land-use planning.

STAFFING

4.0 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- A comprehensive and coordinated solicitation and collection of public opinions in order to accurately reflect the preferences and priorities of the citizens within the Billings Urban Area.
- An enhanced integrated web-based public participation software that includes MPO and general planning projects and procedures and other pertinent information.

FUNDING SCHEDULE - CITIZEN INVOLVEMENT

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$47,500	$47,500	$95,000
TOTAL	$47,500	$47,500	$95,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	50	50	100

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$50,000	$50,000	$100,000
TOTAL	$50,000	$50,000	$100,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

41.12.200 GENERAL DEVELOPMENT & COMPREHENSIVE PLANNING

200 Community Planning (4304)

OBJECTIVE

- To maintain records and make projections of population and dwelling unit data, land use information, employment data, and to maintain adequate financial records, files and reports.
- To provide current, accurate information pertaining to the quantity of residential, commercial, industrial, and public land in the MPO and across the County.
- To summarize and analyze development trends and to provide visual information to the City Council, County Commission, Planning Board and the public during the public input process for transportation and land-use decision making.
- To recommend implementation of the goals, policies, and strategies of the adopted 2016 City of Billings and Lockwood Growth Policies.
- Implementation of Long-Range Transportation Plans and Planning Studies.
- The current ten planning factors have been reviewed and incorporated in this UPWP. The factors are:

    1) Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
    2) Increase the safety of the transportation system for motorized and non-motorized users.
    3) Increase the security of the transportation system for motorized and non-motorized users.
    4) Increase the accessibility and mobility of people and for freight.
    5) Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing and economic development patterns.
    6) Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
    7) Promote efficient system management and operation.
    8) Emphasize the preservation of the existing transportation system.
    9) Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
    10) Enhance travel and tourism.

ACCOMPLISHMENTS - FISCAL YEAR 2023

Staff reviewed and analyzed the most current release of the 2020 Census and American Community Survey (ACS) data. Current ACS data is updated and placed in various databases as it has become available. Data gathered and updated included annual information related to population estimates for city and counties within the State of Montana. This annual information is used by the public and public agencies for planning purposes. The ACS is accessed for review and dissemination, and updated information released by the US Census Bureau in regard to commuting patterns. Other data gathered includes:

- Building Permits, Demolition Permits, Electrical Permits, Subdivision Applications, Zoning Applications, Special Reviews, Variances, temporary use permits, sign permits, zoning compliance permits and zoning clarification documents, annexation data, population trends, land use trends, school enrollment, employment data and general economic indicators.

The planning staff continues to review the most current ACS data and slowly released information from the 2020 Census data and estimates for population and demographic data. Census information is made available to various local agencies and organizations and to the general public. The data is used for developing reports, grant applications and planning documents such as Transportation and Land Use Plans and for projects like the Recreational Trails Program Grant and other grants as needed.

The City-County Planning Division, on behalf of the Billings MPO, is responsible for preparing a Complete Streets Progress Report every three years. This direction was outlined in the City of Billings Complete Streets Policy: "The City will periodically collect, review and report performance data and benchmark measurements to demonstrate the effectiveness of the policy." This effort was completed with the first-ever Billings Complete Streets Benchmark Report prepared in 2013. The Report is updated on a 3-year cycle with the most current update occurring in 2020. This Progress Report includes comparison of various data sets related to motorized and non-motorized transportation.

Zoning data developed in element 204 for the entire City and County zoning jurisdictions was provided to neighborhood task force groups and others as requested.

Numerous other special purpose maps were prepared for meeting purposes including bicycle trail maps, annexation maps, estimated development density maps and tables for the Limits of Annexation Map area, and other project influence areas. Natural resource, 2020 Census, and jurisdictional boundary information was updated or developed. Traffic count station locations were geo-positioned and linked with the City-County traffic count matrix. The City also upgraded its internal mapping system with an ArcGIS product that makes access to the most current property data and aerial photography better and easier for staff when researching existing conditions of transportation corridors and adjacent property. The new system provides a robust City GIS base map for use in application reviews, transportation planning efforts, and general customer inquiries. Ongoing review and implementation of sub-area neighborhood and transportation plans, and other planning documents was carried out by staff.

PROPOSED ACTIVITIES - FISCAL YEAR 2024

PL Eligible Activities

- The web-based GIS software is compatible with available datasets and utilizes the existing data sets more effectively. The GIS will be utilized to develop a series of maps, including existing and proposed pedestrian trail routes and projects in the community, maps to implement the Long-Range Transportation Plan, updates to a preferred growth area map in conjunction with the City's Limits of Annexation Map, mapping of focus areas for implementation of the City's Infill Development Policy, and others. This ability of the GIS program allows for anticipating and planning for the transportation network in areas of annexation and infill. This will assist in the implementation of our LRTP and project planning for future plans and studies.
- The planning staff, under the direction of the Board of Planning, will continue to work on long-range planning projects according to the priorities established by both the City of Billings and Yellowstone County. In particular, the continuing implementation of the South Billings Master Plan, the 2023 Long Range Transportation Plan Update, and the update to the 2017 Bikeway and Trails Master Plan.

Work related to Bicycle-Pedestrian activities in this work element will include:

- Work with staff to ensure a bike/pedestrian friendly community.
- Review of proposed subdivisions for non-motorized transportation connectivity.

Locally Funded Activities

- Senior staff will be undertaking development of variety of long-range land use plans this upcoming year. Yellowstone County was successful in obtaining CDBG Planning Grant through Department of Commerce to complete an update to the West End Billings Study, this includes PL funding to include a targeted transportation element. Additionally, the Heights Neighborhood Plan will also be completed with a PL Transportation element. In addition, the MPO completed the Inner Belt Loop Corridor Study in 2020, with this corridor under construction through a BUILD grant, the Billings City Council allocated funding to complete at land use plan. In addition, the City Council is allocating funding to update the Billings Growth Policy. The Planner I's will continue to undertake the review of:
  - Zoning applications. The development and adoption of Project Re:Code now ties land uses and land patterns to the road and street network.
  - Site development plans to address clear vision and controlled and shared access points.
  - Site development plans to address newly implemented build to zones which prevent traffic flow in front of buildings.
  - Site orientations that allow for internal traffic and other services, for example, drive through locations.
- Staff also will continue to work with the Big Sky Economic Development (BSED) to implement the Master Plan for the East Billings Urban Renewal District (EBURD), the Hospitality Corridor Planning Study, the Exposition Gateway Concept Plan and the South Billings Boulevard Urban Renewal District (SBBURD) Master Plan. The plans include detailed analysis of the transportation and land use connections in the area and promote sustainable development projects.
- Staff plans to work with the City, County, BSED, and neighborhood groups to identify planning needs in various parts of the urbanized area.
- Continued maintenance and update of socio-economic and land use data for both transportation and comprehensive planning activities will continue in 2024, with 2020 Decennial Census data and the 2020 American Community Survey data.
- Various GIS databases and layers will continue to be developed and centrally maintained, including information on neighborhoods, community assets, route planning, trail systems and transportation plans.
- The new web-based system tracking and managing projects will include application information on zoning and subdivision applications.
- Neighborhood planning activities will be initiated to identify local issues and strategies to assist neighborhood groups and organizations with neighborhood sustainability, equity, and safety.

STAFFING

24 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Various reports, files, and projections of socio-economic data necessary for current transportation and comprehensive planning activities, as well as support of City/County economic development activities.
- An ongoing GIS database/mapping system for the City of Billings and Yellowstone County.
- Ongoing updates to the preferred growth areas mapping and analysis for the City, implementation of the City Infill Development Policy, SBBURD Master Plan, the 2023 Long Range Transportation Plan Update, 2018

Public Participation Plan, the Downtown Area Traffic Circulation and Safety Study, Wayfinding Sign Plan, and the Heritage Trail Tour Map and App.

FUNDING SCHEDULE - COMMUNITY PLANNING

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$99,000	$231,000	$330,000
TOTAL	$99,000	$231,000	$330,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	30	70	100

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$105,000	$245,000	$350,000
TOTAL	$105,000	$245,000	$350,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

204 ZONING ADMINISTRATION (4308)

OBJECTIVE

- To oversee, interpret and enforce current City and County zoning regulations.
- To effectively administer the regulations and provide efficient service to the elected officials and the public.
- To maintain current zoning and land use information for all zoned property within the jurisdiction of the Billings Metropolitan Planning Organization to use in long-range transportation planning studies, traffic analysis, and transportation projects.

ACCOMPLISHMENTS - FISCAL YEAR 2023

Staff continues to see robust applications for zone changes, special reviews, variances, and planned developments. Reports and recommendations were prepared on each case to the various boards, commissions, and governing bodies. Digital photos are now incorporated into all zoning reports and Microsoft Power Point presentations are given to all boards and commissions. Staff is in the process of ongoing scanning of historic zoning files in preparation of future citizen access through a new archiving system software. All applications for building permits were also reviewed for compliance with City and County zoning regulations. Special zoning studies and ordinance updates were prepared as requested by the governing bodies. These included making a series of zoning code amendments to bring the regulations into compliance with changes in State Law and changes driven by community interests.

Staff coordinated with the County GIS Department to ensure that all zone changes within the Billings MPO area were reflected on GIS online and printed maps to ensure land use information was current.

A significant amount of time was also spent assisting the public with general zoning questions. The status of all active zoning applications is now posted on the City/County Planning websites.

PROPOSED ACTIVITIES - FISCAL YEAR 2024

PL Eligible Activities

- Zoning, Special Review, and Variance applications will be reviewed for land use compatibility, traffic, access, and overall site design.
- Staff will continue to maintain its zoning maps and land use information so that it is applicable to long-range transportation planning efforts in the Billings MPO. This information is regularly applied to a variety of MPO functions, including corridor analysis efforts like those involved in the Billings Bypass project, specific road projects, TA program applications and non-motorized grant applications.
- Staff will continue implementing the Zoning Code. Staff continues to review and trouble-shooting inconsistencies or inaccuracies in the code with the intent to make any needed amendments within the next 2-years. As stated earlier, the Zoning Code places a higher emphasis on the transportation system, including road classification; safety and connectivity is vital to how the adjacent land uses for residential and commercial development are built. The road system emphasizes location and setting of any structures.
- The Planner I's allow senior staff to take a more active role in long range planning. It is anticipated that the Planner I's will undertake the review of:
  - Zoning applications. Project Re:Code now ties land uses and land patterns to the road and street network.
  - Site development plans to address clear vision and controlled and shared access points.
  - Site development plans to address newly implemented build to zones which prevent traffic flow in front of buildings.
  - Site orientations that allow for internal traffic and other services, for example, drive through locations.

Locally Funded Activities

- Carrying out the day-to-day activities required to effectively administer the zoning regulations as well as ensure that land use information is current and available for all long-range transportation planning efforts, including Transportation Plan updates, specific road projects, corridor studies and the North Bypass project.
- Activity in 2024 will include ordinance updates as required by State law or requested by the public or governing bodies.

- All zone change applications will be reviewed for compliance with local plans.
- Staff will continue the update to Zoning Code based on fulfilling policy goals set by the local governing body including Growth Policy, Neighborhood Plans, Complete Streets and Infill Policies.

STAFFING

13 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Effective zoning regulations and administration for the City of Billings and Yellowstone County. Effective enforcement of the zoning regulations for Yellowstone County.
- Online submittal capability for certain zoning permits, i.e., sign and fence will increase efficiency and convenience for applicants.

FUNDING SCHEDULE - ZONING ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$40,000	$160,000	$200,000
TOTAL	$40,000	$160,000	$200,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	20	80	100

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$42,400	$169,600	$212,000
TOTAL	$42,400	$169,600	$212,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

205 SUBDIVISION ADMINISTRATION (4309)

OBJECTIVE

- To maintain the current City and County subdivision regulations and ensure that they are updated when changes in State law occur.
- To effectively administer the regulations and provide efficient service to developers, engineers and surveyors, elected officials, and the community.
- To ensure that development is occurring with minimal negative impacts to the community and that subdivisions are designed to be safe and long lasting in the community.
- To evaluate traffic accessibility studies, general circulation data, and ensure conformity with the Functional Classification Map and associated elements of the Long-Range Transportation Plan when a subdivision application is submitted.
- To collect, manage, and apply subdivision development information for long-range transportation planning activities for the MPO – including but not limited to updates to the transportation plan and maintenance of inputs for traffic modeling.

ACCOMPLISHMENTS - FISCAL YEAR 2023

The Board of Planning and the planning staff reviewed all preliminary major and minor plat applications. Numerous conceptual and pre-application meetings were coordinated and attended by staff. All final plats were reviewed and processed. Also, a significant amount of time was spent assisting the public with general subdivision questions. Updates to the City and County Subdivision Regulations due to legislative changes were drafted and approved.

Staff collected and compiled information on the details of each new subdivision in terms of numbers of lots and land area slated for development. This information is integral to any transportation plan updates or long-range transportation planning efforts undertaken by the MPO in the community to determine population growth and location of residents and commercial services that affect the transportation system. This involved monthly subdivision activity reporting and periodic reviews of new development locations. This is also considered in relation to the TA program and when the MPO pursues grants for non-motorized transportation projects in the community.

The MPO continues to implement and enforce the Suburban Subdivision Regulations that require property currently outside the city limits but within the County Zoning Jurisdiction that may be annexed in the future to develop at city standards for infrastructure such as sidewalk, storm water management and future utility access. This procedure has been a positive to residential development on the city fringe areas.

PROPOSED ACTIVITIES - FISCAL YEAR 2024

PL Eligible Activities

- Staff will review all subdivisions for compliance with the Billings Area Long Range Transportation Plan, and for conformity with the Billings Area Bikeway and Trails Master Plan, Lockwood Transportation Plan, Blue Creek Transportation Plan, and other neighborhood and community transportation plans as applicable.
- Staff also will continue to collect information on the details of each new subdivision as an integral data source for long-range transportation planning efforts undertaken by the MPO. The MPO expects to use this data in

2024 for a variety of projects, including the implementation of the Long-Range Transportation Plan, the Bike/Ped Plan and continued analysis for the North Bypass.

- In the last couple years with the addition of the new Planner I to the UPWP, the Division has additional assistance in reviewing subdivision applications for compliance with the various transportation and planning documents overseeing land use within the MPO and Planning jurisdictional area.

Locally Funded Activities

- All subdivision applications will be reviewed for compliance with local and state subdivision law.
- Staff will continue to carry out the day-to-day activities required to effectively administer the subdivision regulations, and to keep the regulations current.
- Continued implementation of the Suburban Subdivision Regulations within the County Zoning Jurisdiction area.

STAFFING

14.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- An effective subdivision review process regarding local and state law, the Growth Policy, and the Billings Area Transportation Plan.
- Correctly identified street segments in alignment with the 2018 Transportation Plan Functional Classification Map.

FUNDING SCHEDULE - SUBDIVISION ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$60,600	$140,400	$202,000
TOTAL	$60,600	$140,400	$202,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	30	70	100

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$64,500	$150,500	$215,000
TOTAL	$64,500	$150,500	$215,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

41.13.300 LONG RANGE TRANSPORTATION PLANNING

300 TRANSPORTATION SYSTEM DATA (4310)

OBJECTIVE

- To develop and maintain current transportation system data files and records.
- To provide transportation planning and data information to City and County staff, elected officials, developers, engineering firms, and the general public.

ACCOMPLISHMENTS - FISCAL YEAR 2023

The traffic, trail and bike lane count programs for FY 2023 was completed. Travel times/delay/speed studies were completed, calculations computed, and level-of-service values determined. This data was used for various planning and engineering projects throughout the year. In addition, the public commonly requests this data for land use planning.

Staff participated in the update of the City of Billings Capital Improvement Plan (CIP). Crash information was compiled and analyzed. Crash data is also used in many of the planning studies undertaken by the MPO. The staff also continued to utilize the trail scanners that were purchased and found new and better ways to both use the scanners in more trail locations in the community and display the data for various applications. The MPO also took over collection and distribution of the data from the Lockwood sidewalk counters purchased through the Lockwood Pedestrian Safety District.

The transportation data was also for completion of the Billings Bypass Corridor Study, Safe Routes to School Plan Update, the 2023 LRTP Update and the Community Transportation Safety Plan (CTSP).

PROPOSED ACTIVITIES - FISCAL YEAR 2024

PL Eligible Activities

- The traffic count program for the Billings Urban Area as well as the Yellowstone County influence area will be conducted and the appropriate data recorded during FY2024. All traffic count data will be submitted to the MDT by February 1, 2024.
- Staff will update, where appropriate, the City's Capital Improvement Program.
- Continue with the contract position with City Engineering to continue traffic and trail counts.
- Staff will collect and maintain bike/pedestrian information through the trail census and use of the trail-bike/pedestrian scanners. The information from the bike/pedestrian counts links directly to the development of the LRTP and the MPO's non-motorized planning studies. These counts also contribute to other planning projects such as the Complete Streets Progress Report. This activity is in conjunction with MPO region wide planning.
- The traffic count data archive will be maintained and accessible for other agencies and the public.
- Data will also be used during proposed FY24 Planning Studies.
- The Bicycle-Pedestrian activities will continue. Duties will include but not limited to:
  - Maintain Bike/pedestrian data bases in conjunction with MPO region wide planning purposes.
  - Maintain data base for easement acquisition.
  - Transportation Planning Intern will assist in the above mentioned duties for the Active Transportation Planner.

STAFFING

13.5 Staff Months – City/County Planning
11.0 Staff Months - City Engineering (Contract Position)

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning/MDT

PRODUCT

- Documentation as necessary, support of transportation grant programs, transportation system modeling, updated Traffic Count Program, and research and integration of traffic information into planning projects and development review activities.
- Current traffic count data. Traffic counts are vital for any long-range planning efforts and during development of commercial and residential projects. Traffic counts also directly relate to the development of projects in the LRTP and ultimately for programming in the TIP.
- Current bike/pedestrian counts. MPO uses these counts for the development of the non-motorized network. This information is used for the development of the Bikeway and Trails Master Plan as well as for applications for various grants.
- To comply with Federal Guidelines for reporting Performance Measures under the BUILD Grant, the MPO will contract to develop the following performance measure components: Crash rates by type and severity, average daily traffic, and bike and pedestrian count/trips. This information is required at various time frames including a baseline, year 1, year 2, and final report in year 3.

FUNDING SCHEDULE - TRANSPORTATION SYSTEM DATA

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$250,000	$0	$250,000
TOTAL	$250,000	$0	$250,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$175,000	$0	$175,000**
TOTAL	$175,000	$0	$175,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%. **This Includes - $10,000 for Traffic Counters, $50,000 for Maintenance of the Billings MPO Travel Demand Model and Bike Plan Model.

301 TRANSPORTATION PLAN (4311)

OBJECTIVE

- Implement the Goals and Objectives in the Billings Long Range Transportation Plan.
- Develop (where necessary) and maintain data for the urban area in order to effectively monitor and evaluate the validity of the Transportation Plan.

ACCOMPLISHMENTS - FISCAL YEAR 2023

Staff finalized the update to the 2018 Long Range Transportation Plan. Elements in the Plan include Goals and Objectives, a Transit section, an analysis of the railroad interface with the community, and a review of current projects listed in the Plan.

Staff will continue to move forward on the update to the 2017 Billings Area Bikeway and Trail Master Plan. This will include working with MDT, City and County Public Works and other organizations with the continued development of the non-motorized transportation system.

PROPOSED ACTIVITIES - FISCAL YEAR 2024

PL Eligible Activities

- Complete the update to the 2017 Billings Area Bikeway and Trail Master Plan. This plan will update conditions and long-term outlook, ensure consistency with area infrastructure plans, identify opportunities, improve, and expand active transportation facilities. The MPO has designated 30% of the required IIJA 11206 requirements for Complete Street activity in this project.
- Update and produce an update to the Heritage Tour Map. This map is a popular handout not only to the community, organizations utilize them in promotion. The Billings Chamber of Commerce, the Parks Department and other organizations often request these maps as handouts for conferences. The map lists safe cycling routes along with safety tips and safe routes to area schools.
- Staff will be undertaking the development of two consultant lead neighborhood planning efforts. Staff received a CDBG grant through the Department of Commerce to update the West End Billings Plan and the Planning Division has secured local planning funds to complete an update to the Billings Heights Neighborhood Plan. Both neighborhood plans include an MPO lead transportation element this will include accident and volume data as well as neighborhood mobility, safety and equity in the transportation system. In addition to these neighborhood plans, Planning staff will be leading an effort to complete a City Council funded land use plan of the area of the Inner Belt Loop. This connection is currently under construction through a Federal BUILD grant. This land use plan will build off the 2020 Inner Belt Loop Corridor Study completed by the MPO. The MPO has designated 20% of the required IIJA 11206 requirements for Complete Street activity in these projects.
- Projects will continue to be reviewed for future implementation in the City's CIP and the MPO's TIP.

STAFFING

9.0 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Implementation of transportation projects identified in the Billings Area Bikeway and Trails Master Plan, the Transportation Improvements Program, Transportation Plan and the Capital Improvements Program.
-

FUNDING SCHEDULE - TRANSPORTATION PLAN

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$575,000	$0	$575,000
TOTAL	$575,000	$0	$575,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$400,000	$0	$400,000**
TOTAL	$400,000	$0	$400,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%.
**Approximately $70,000 for the Bike Plan Update is included here, includes$11,100 for IIJA 11206 requirements. Also $75,000 each for the Heights Neighborhood Plan (Transportation Element) and the West End Neighborhood Plan (Transportation Element), includes $7,400 for IIJA 11206 requirements. Update of Bike Maps $10,000.

302 PLANNING STUDIES (4312)

OBJECTIVE

- To update and develop site-specific plans and transportation studies where appropriate.

ACCOMPLISHMENTS - FISCAL YEAR 2023

- Complete Phase II of the Safe Routes to School Plan. This study includes Billings Middle, County Urban Elementary, and Private Schools interested in participating in the development of a Safe Routes to School Plan.
- The initiation of the update to the 2017 Bikeway and Trails Master Plan. This project will carry over into FY24.
- Solicited and contracted with Kittelson & Associates to complete a Safe Streets for All grant application on behalf of the Billings MPO. This project is intended to fund multiple Safe Routes to School projects that are identified in the recently updated plan.

PROPOSED ACTIVITIES - FISCAL YEAR 2024

PL Eligible Activities

- The MPO will continually research grant opportunities. Consultant services will be solicited to assist the MPO is preparing for a submittal of a larger federal grant. This process will help narrow and fine tune the project to the correct funding source. In addition, the consultant will assist the MPO in preparation of the grant, this could include the identification of local match sources, determining right-of-way needs, and other federal grant requirements.
- Implement and promote the web-based interactive Bike and Pedestrian Mobile Application.
- Complete the second phase of a Safe Routes to School Plan by addressing Billings Middle, County Urban Elementary, and Private Schools.
- 21st Street Underpass Study, this study is to review the current facility and identify strategies and improvements for safety, multi-modal, and roadway improvements. This underpass is currently only one of two access points to circumvent the railroad during train use. Improvements to this vital connection is key to public safety and would allow use to all users, motorized and non-motorized. This project will require significant input and cooperation with Montana Rail-Link and BNSF Railroad. The MPO has designated 20% of the required IIJA 11206 requirements for Complete Street activity in this project.
- Corridor Study, working with the City of Billings to identify the preferred corridor for study, this plan will review the current roadway and review access, traffic safety issues, circulation, bike/pedestrian facilities, Transit and function. This plan will require recommendations for future reconstruction projects. The MPO has designated 20% of the required IIJA 11206 requirements for Complete Street activity in this project.
- Safety Action Plan, this new requirement of US DOT for federal grants will be reviewed and compared to the Billings Community Transportation Safety Plan. If the local plan has information that is not included but necessary in moving forward in Federal DOT grants, this will be developed as needed.
- The Transportation Planning Intern is scheduled to assist in a variety of transportation activities including Safe Routes to School activities, Kids in Motion activities, Commuter Challenge, and other transportation activities identified by MPO staff.

Locally Funded Activities

- Staff will be involved in the coordination through completion of all planning studies undertaken. This includes contract negotiations, coordination of citizen advisory groups, public meetings, overseeing contract deliverables and project wrap-up.

STAFFING

6.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Completed Urban Area-wide transportation studies for the Bike Plan Update, Phase II of the Safe Routes to School Plan, Transportation study for sub-area planning, development of a grant application package, the feasibility Study of the 21st Street Underpass and Broadwater/Central Corridor Study.

FUNDING SCHEDULE – PLANNING STUDIES

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$180,000	$120,000	$300,000
TOTAL	$180,000	$120,000	$300,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	60	40	100

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$216,000	$144,000	$360,000**
TOTAL	$216,000	$144,000	$360,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%.

** Grant Writing/Safety Action Plan $50,000; 21st Street Underpass Study $100,000, includes $7,400 for IIJA 11206 requirements; Corridor Study $100,000, includes $7,400 for IIJA 11206 requirements; Transportation Planning Intern $10,000.

41.15.500 TRANSPORTATION IMPROVEMENT PROGRAM

500 TRANSPORTATION IMPROVEMENT PROGRAM (4313)

OBJECTIVE

- To maintain a viable five-year program of transportation improvements for the Billings Urban Area.

ACCOMPLISHMENTS - FISCAL YEAR 2023

The MPO completed four TIP amendments in FY23. These updates included updating projects, project costs and project timing. The last amendment was approved on April 28, 2023.

PROPOSED ACTIVITIES - FISCAL YEAR 2024

PL Eligible Activities

- A new Transportation Improvement Program (TIP) will be completed in FY24 as needed to reflect current project status. A certification statement will be included, as appropriate, to conform to the planning regulations. Based on the Transportation Plan, projects will be evaluated and ranked in accordance with the Priority Ranking Procedures, and in accordance with consistency/conformity procedures. Necessary data will be gathered from primary and secondary sources by the planning staff based upon the Memorandum of Understanding with the City of Billings Public Works Department, establishing areas of data responsibility. Conformity determinations will be prepared as necessary to ensure conformity with the Clean Air Act.

STAFFING

2.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- A current transportation improvement program which reflects conformity with FHWA, the Clean Air Act, and local priorities.

FUNDING SCHEDULE - TRANSPORTATION IMPROVEMENT PROGRAM

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$37,000	$0	$37,000
TOTAL	$37,000	$0	$37,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL

MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$37,000	$0	$37,000
TOTAL	$37,000	$0	$37,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

41.16.600 SPECIAL PROJECTS

600 ENVIRONMENTAL CONSIDERATIONS (4314)

OBJECTIVE

- Maintain current records of monitored air pollution levels and obtain other environmental data as necessary within the Metropolitan Planning Area.
- Review proposed development and transportation system improvements with respect to environmental considerations within the MPO influence area.

ACCOMPLISHMENTS - FISCAL YEAR 2023

The MPO was notified that in July of 2021 the Billings Urban Area was removed from the Air Quality's "Not Classified" list. The MPO is now designated as an Attainment Area and will move the update of the LRTP from 4-years to 5-years.

The MPO has been collaborating with MDT on the development MDT Statewide Carbon Reduction Strategy Plan.

Air quality monitoring information was obtained from the County Air Pollution Control Board. Air quality mapping for the State Air Quality Bureau was revised. The Congestion Mitigation Air Quality (CMAQ) program was implemented. Staff continues to monitor carbon monoxide (CO) information in the Urbanized Area.

The Socio-Economic and Environmental (SEE) effects guidelines were used to review proposed developments and transportation system improvements.

PROPOSED ACTIVITIES - FISCAL YEAR 2024

PL Eligible Activities

- Continue to collaborate with MDT on the Carbon Reduction Plan.
- The planning staff will continue to utilize the SEE effects guidelines to evaluate all major development proposals in terms of transportation systems. This would include the CMAQ program.
- Work will continue to maintain the Billings air quality designation.
- Staff will continue to review the MOVES Program and others like it and their relationship to the MPO.

STAFFING

2.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

Current environmental data as well as a comprehensive planning and transportation planning process that will substantially addresses the socio-economic and environmental consequences associated with growth and development.

FUNDING SCHEDULE - ENVIRONMENTAL CONSIDERATIONS

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$36,000	$0	$36,000
TOTAL	$36,000	$0	$36,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$36,000	$0	$36,000
TOTAL	$36,000	$0	$36,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

41.17.700 OTHER ACTIVITIES

700 UN-PROGRAMMED FUNDS (4315)

OBJECTIVE

- To provide for the accounting of available un-programmed funds in the current UPWP.

ACCOMPLISHMENTS - FISCAL YEAR 2023

N/A

PROPOSED ACTIVITIES - FISCAL YEAR 2024

PL Eligible Activities

- This work element will be utilized for accounting purposes only. No specific work activity will be charged to this work element.

STAFFING

N/A

FUNCTIONAL AGENCY RESPONSIBILITY

N/A

PRODUCT

N/A

FUNDING SCHEDULE - CONTINGENCY

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$388,035	$39,100	$427,135
TOTAL	$388,035	$39,100	$427,135

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	100	100

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$9,390	$4,400	$13,790
TOTAL	$9,390	$4,400	$13,790

*The matching ratio is Federal PL--86.58% and State match-13.42%.

SECTION II -- FUNDING

TABLE I
FUNDING SUMMARY
FEDERAL FISCAL YEAR 2024

WORK ELEMENT	FUNDING SOURCES FY 2024		
	PL*	LOCAL	EST. COST
100 Administration	$280,500	$229,500	$510,000
101 Service	32,000	32,000	64,000
102 Citizen Involvement	50,000	50,000	100,000
200 Community Planning	105,000	245,000	350,000
204 Zoning	42,400	169,600	212,000
205 Subdivision	64,500	150,500	215,000
300 Transportation System	175,000	0	175,000
301 Transportation Plan	400,000	0	400,000
302 Planning Studies	216,000	144,000	360,000
500 T.I.P.	37,000	0	37,000
600 Environmental	36,000	0	36,000
700 Un-Programmed Funds	9,390	4,400	13,790
TOTAL	$1,447,790	$1,025,000	$2,472,790

*The matching ratio is Federal PL--86.58% and State match-13.42%.

TABLE II
FUNDING COMPARISONS

WORK ELEMENT	FY 2024 ESTIMATED COST	FY 2023 ESTIMATED COST
100 Administration	$510,000	$480,000
101 Service	64,000	60,000
102 Citizen Involvement	100,000	95,000
200 Community Planning	350,000	330,000
204 Zoning Administration	212,000	200,000
205 Subdivision Administration	215,000	202,000
300 Transportation System Data	175,000	250,000
301 Transportation Plan	400,000	575,000
302 Planning Studies	360,000	300,000
500 T.I.P.	37,000	37,000
600 Environmental Considerations	36,000	36,000
700 Un-Programmed Funds	13,790	427,135
TOTAL	$2,472,790	$2,992,135

TABLE III
FUNDING PERCENTAGES FEDERAL FISCAL YEAR 2024

WORK ELEMENT	RECIPIENT	PL	LOCAL	TOTAL
100 Administration	MPO	55	45	100
101 Service	MPO	50	50	100
102 Citizen Inv.	MPO	50	50	100
200 Community Planning	MPO	30	70	100
204 Zoning Administration	MPO	20	80	100
205 Subdivision Admin.	MPO	30	70	100
300 Trans. System Data	MPO	100		100
301 Transportation Plan	MPO	100		100
302 Planning Studies	MPO	60	40	100
500 T.I.P.	MPO	100		100
600 Environmental	MPO	100		100
700 Un-Programmed Funds	MPO	100		100

TABLE IV
STAFF MONTHS BY WORK ELEMENT FISCAL YEAR 2024

WORK ELEMENT	DIRECTOR	SENIOR PLANNER (TRANS)	PLANNER I	PLANNING MANAGER	PLANNER II	CLERK	PLANNER II	PLANNER I	PLANNER I	SENIOR PLANNER (ZONING)	Active Trans. Planner I	TOTAL M.M.
100	7	1.5	2.5	5.5	.5	1.5	.5	.5	2	1	5.5	28
101	.5		1				.5	.5		1		3.5
102	.5		.5	.5	.5	.5	1	.5				4
200	1.5		5	2	1	2	1	5	3	1	2.5	24
204			.5	.5		.5	.5	2	3	6		13
205			.5	1		.5	7.5		3	2		14.5
300		2.5	.5	.5	5	2					3	13.5
301	.5	4		.5	2	2						9
302	.5	1		.5	1	1		2.5				6.5
500	.5	1			.5	.5						2.5
600		1	.5		.5	.5						2.5
TOTAL	11	11	11	11	11	11	11	11	11	11	11	121

*This table indicates approximately how many man months individual staff members work in each work element.

WORK ELEMENT	CITY TRAF. TECHNICIAN
300	11
TOTAL	11

TABLE V
IIJA 11206 REQUIREMENTS BY WORK ELEMENT FISCAL YEAR 2024

WORK ELEMENT	FY 2024 IIJA 11206 ESTIMATED COST	FY 2023 IIJA 11206 ESTIMATED COST
301 Transportation Plan	$11,100	N/A
302 Planning Studies	$25,900	N/A
TOTAL	$37,000	N/A

SECTION III

INDIRECT COST PLAN

INTRODUCTION

The Office of Management and Budget Circular 2 CFR Part 200 is used as governing criteria for establishing the allowed costs.

IDENTIFICATION OF COSTS

The costs are delineated below by type:

DIRECT	INDIRECT	BENEFITS
Salaries & Wages	Maintenance	FICA
Legal Notices	Reproduction	PERS
Travel	Supplies	Workmen's Compensation
Printing	Postage	Accident Insurance
Training	Subscriptions	Health Insurance
Consultants	Telephone	Sick Leave
Equipment	Utilities	Vacation
Mileage	Rent	Holidays
Moving/Interview	Audit	Maternity
	Messenger	Military
		Life Insurance
		Dental Insurance

ALLOCATION OF COSTS

Direct costs will be charged to the work program line item to which they apply.

An indirect cost rate of **9%** of the City and County's direct salaries and wages is proposed. The **9%** rate will be applied to the direct wages and salaries of each line item within the work program to cover all indirect expenses.

Benefits will be calculated at a rate of **55%** of the City and County's direct salaries and wages charged to each line item.

FUNDING SOURCES

The degree of participation by each funding agency is based on the prorations which have been determined for each line item. Each agency will be billed their share of the total charges made against each line item according to the approved prorations.

Funding sources and amounts contained in the UPWP are as follows:

Planning Dept. Fees (City of Billings)	$260,000
Planning Dept. Fees (Yellowstone Co.)	$170,000
Yellowstone County (Mill)	$595,000
PL*	$1,447,790
TOTAL	$2,472,790

*The matching ratio is Federal PL--86.58% and State match-13.42%.

SUMMARY

The indirect cost rate is a predetermined fixed rate which is not subject to adjustment. The base period used in determining the rate is the period from July 1, 2022 through June 30, 2023. The calculated rate is applicable to the grant period, which is October 1, 2023 through September 30, 2024.

CHAPTER II

CITY OF BILLINGS TRANSIT DIVISION

SECTION I UNIFIED PLANNING WORK PROGRAM ELEMENTS

44.21.00 PROGRAM SUPPORT & ADMINISTRATION

44.21.01 ADMINISTRATION

OBJECTIVE

- To provide program support, general administration, and grant administration
- To provide training in support of transit planning activities.

ACCOMPLISHMENTS - FISCAL YEAR 2023

Conformance with federal, state, and local administrative and regulatory requirements for maintenance of transit planning and development as well as execution of developed plans.

Staff remained informed of Federal and State requirements concerning all federal funding sources including, but not limited to, sections 5303, 5307, 5310, and 5339. Staff also adjusted grants in response to additional allocations from state sources and successful award of a 5339c competitive capital grant.

Staff continued to manage and execute programmed aspects of awarded 5339, closing out multiple grants, including six capital projects.

Staff attended training opportunities to enhance knowledge and skills, including the Montana Transit Association conference focused on grant management and oversight training, American Public Transportation Mobility Conference with emphasis on improved operator safety, additional safety trainings, and other education opportunities and webinars on various federal requirements.

Staff maintained and updated the Transit Asset Management (TAM) Plan with upcoming and in-process capital projects, as well as fleet and facility metrics to ensure accurate capital and asset planning. In addition, fleet and facility procedure and policy manuals were updated.

Updated the Public Transit Agency Safety Plan for MET Transit for the required annual review; this included additional training program development for operator and dispatch staff, additional mitigation strategies, and expanded safety promotion strategies.

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Staff implemented an additional Road Supervisor personnel position. These three positions support the ongoing implementation and execution of the public transit agency safety plan, as well as support daily operations.

Staff managed FTA Section 5303 grant activities and prepared the transit aspect of Unified Planning Work Program.

Staff completed and received final approval of the Transit Development Plan by all required parties.

Transit Manager worked in depth with the Montana Department of Transportation to identify and address issues pertaining to grant management software and procedures.

Transit members attended and participated in a diverse range of transit-related and general community meetings including the Billings Technical Advisory Committee (TAC), the Policy Coordinating Committee (PCC), City of Billings Transportation Team meetings, Healthy By Design Coalition meetings, City of Billings Annexation Committees, Yellowstone County Health Improvement Planning Meeting, Aging Friendly Community meetings, Safe Routes to Schools, Local Emergency Planning Committee, and various project specific coordinating committees for transportation related projects. As the lead agency on the Coordinated Human Services Transportation Plan Committee, staff also provided guidance and updates to the plan.

PROPOSED ACTIVITIES - FISCAL YEAR 2024

All administrative functions necessary in support of transit planning and development will be performed under this work element. Activities will include:

- Continuing to assess data-keeping and gathering practices with focus on further technology utilization and process improvement in response to findings in the FTA Triennial Review completed in FY2023.
- Quarterly progress and expenditure reports will be prepared and transmitted to the Montana Department of Transportation, Urban Planning Division to maintain funding requirements.
- The FY2024 UPWP will be monitored and revised as necessary.
- The FY2025 UPWP for transit activities will also be developed within this element.
- Staff will execute grant administrative functions; staff will continue research and development regarding the utilization of FTA funding, including furthering innovative funding practices and partnerships.
- Maintenance of coordination agreements with 5310 providers and, as the lead agency, updates to the Billings Area Human Services Transportation Coordination Plan.
- Research feasibility and make recommendations for capital grants in the 5339 Bus and Bus Facilities programs and other funding opportunities utilizing the TAM plan as well as the City Equipment Replacement plan.

- Participation in recognized and approved training programs in order to improve skills and capabilities including further Grant Management programs as recommended.
- Extensive division policy development including procedures, regulations, codes, and practices to ensure compliance with federal, state, and local requirements as they relate to the transit planning process.
- Participate with the TAC, Transportation Coordination Plan Committee, citizen advisory boards and other committees throughout the community as needed.
- Staff will continue updating and maintaining the FTA mandated Transit Asset Management Plan.
- Staff will continue to update and implement required Public Transit Agency Safety Plan, including annual updates as well as further research and development of best practices.
- Assists in development of improved transit integrations in the local area Emergency plan, including regular participation on committee meetings.

STAFFING

120.00	Transit Manager Staff Hours
160.00	Transit Planner Staff Hours
30.00	Administrative Support Staff Hours
60.00	Transit Supervisor Staff Hours (2 positions)
60.00	Marketing and Outreach Coordinator Staff Hours
10.00	Aviation/Transit Director Staff Hours
440.00	**Total Staff Hours**

FUNCTIONAL AGENCY RESPONSIBILITY
City of Billings Transit Division – MET Transit

PRODUCT
- An ongoing administrative program to carry out the transit elements identified within this UPWP.
- Administrative oversight and execution of transit planning and development functions including federally required plans.
- Enhancement of transit division skills and knowledge.
- Proper maintenance and administration of grant related activities.

FUNDING SCHEDULE - ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**

MET	$15,171	$60,684	$75,855
TOTAL	$15,171	$60,684	$75,855

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$6,953	$27,814	$34,767
TOTAL	$6,953	$27,814	$34,767

SHORT RANGE TRANSPORTATION PLANNING

01 FUTURE SERVICE ANALYSIS AND ENHANCEMENTS

OBJECTIVE

To facilitate considerations of means to ensure citizens will have acceptable and improved public transportation alternatives in the future.

ACCOMPLISHMENTS FISCAL YEAR 2023

Members of the transit division updated projections of future revenues and expenses and directed annual budget and financial resources analysis, including multi-year forecasts.

Staff arranged for and ensured execution of on-going data gathering and analysis efforts to monitor current system effectiveness and efficiency. This assisted in identification of operating and capital needs required to ensure a reliable and effective system into the future.

Transit Division members completed operational planning and route timing activities in support of the previously completed Transit Development Plan; staff further developed and identified additional routing options for implementation.

Staff continued assessment of alternative service models for the transit system in anticipation of changing ridership demands.

Staff tracked and compiled on-going ridership metrics by route and mode to support planning practices.

Staff provided information and comments related to transit at meetings geared toward development, annexation, and traffic projects. Staff also received and responded to system inquiries, concerns, complaints, and suggestions.

Staff identified approximately 500 designated bus stop locations as staff continued to prepare for the transition from a flag-stop bus system to designated stops. In this process, location amenities and ADA requirements were evaluated, and information was used to complete a Bus Stop Master Plan.

PROPOSED ACTIVITIES FISCAL YEAR 2024

Functions necessary in support of future transit planning and development will be performed under this work element, including continuation of activities undertaken in FY 2023. These activities necessitate the ongoing cloud-based software costs and run-cutting module, for route development and planning, which is split between this element and current service enhancements. Activities are as follows:

- Continue investigating feasibility of expanding service beyond existing city limits and engage county stakeholders in discussion regarding potential for service to outlying areas.
- In support of potential to expand service, staff intends to complete a Transit Governance and Sustainability Study to evaluate current funding levels, potential changes to Governance in support of expanded funding and transit opportunities, and model sustainability for each option; this activity will be completed using an outside consulting group.
- Continue to analyze and evaluate current City and other area government practices for right of way requirements regarding future bus stop locations.
- Continued financial analysis and planning in support of further modified frequency and service in conjunction with TDP routing overhaul implementation.
- Assessing ongoing and future capital and operating requirements based upon projected demand and growth. Continue to assess financial and infrastructure requirements of transitioning eligible fleet vehicles to electric or alternative fuel sources. Assess feasibility of adding additional green technology to facility locations.
- Continue research on feasibility of, and make recommendations for, additional technology conveniences for passengers including modifications to established electronic fare system and amenities at transfer centers.
- Continuation of planning efforts regarding public and stakeholder involvement and input opportunities, including recruiting involvement from key partners.
- Facilitation of public meetings to support system improvements as well as specialized services for seniors and disabled.
- Perform additional analysis of fare structure including comparisons to similar systems and populations to ensure equitable and sustainable fare generation.
- Analyze and make recommendations on overall ITS development within the urbanized area in conjunction MPO staff, City departments, and the Montana Department of Transportation.
- Analyze, develop, and recommend opportunities for MPO and Transit collaboration on projects eligible for multiple funding sources, including flex funding, to support integration of transit and overall surface transportation structure.

STAFFING

150.00	Transit Manager Staff Hours
425.00	Transit Planner Staff Hours
40.00	Administrative Support Staff Hours
120.00	Transit Supervisor Staff Hours (2 positions)
150.00	Marketing and Outreach Coordinator Staff Hours
30.00	Aviation/Transit Director Staff Hours
915.00	**Total Staff Hours**

PRODUCT

- Identification of and plans for efficient and effective transit service into the future.
- Financial and capital analyses for future transit enhancements.
- Identification and assistance in implementation of future system modifications.

FUNCTIONAL AGENCY RESPONSIBILITY

City of Billings Transit Division – MET Transit

FUNDING SCHEDULE – FUTURE SERVICE EVALUATION AND ANALYSIS

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$16,390	$65,562	$81,952
TOTAL	$16,390	$65,562	$81,952

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$47,863	$191,452	$239,315
TOTAL	$47,863	$191,452	$239,315

**The 2024 amounts figure above includes $150,000 total for programmed studies and $89,215 budgeted for staff hours.

02 CURRENT SERVICE ENHANCEMENT

OBJECTIVE

To improve service, ridership, and effectiveness of the existing transit system.

ACCOMPLISHMENTS FISCAL YEAR 2023

Staff continued implementation of expanded marketing and outreach programs.

Continued to develop the internal Advertising program, including procurement of spare bench inventory and additional amenity opportunities to support transit operations, as well as opportunities for capital support.

Division members assessed upcoming and immediate operational needs and made recommendations on capital and operational projects.

Continued to leverage data gained from the electronic fare system to make recommendations to admin regarding metric tracking and budget structure.

Staff implemented recommended project to add two transit fare vending machines to increase convenience for passengers.

Staff researched AVL providers and implemented project to procure an updated AVL system that will integrate with Google Maps and provide a substantial improvement in ability to report ridership and NTD data and analytics.

Updated agency website to increase ease of use as well as improve overall communication to the public. Continued to develop and implement an improved social media presence for public engagement, including campaigns about the new AVL system, designated bus stops, hiring events, and new route system.

Completed the capital project converting a vacant lot connected to the main METroplex into a dedicated training space to assist MET in meeting the requirements of the Entry Level Driver Training regulations implemented by the Federal Motor Carriers Services Administration regarding CDL holders. This will further support MET's hiring of non-CDL holders into trainable positions.

Staff researched and recommended the purchase of a bus training simulator project in conjunction with Low-No Grant funding requirements.

Staff reviewed ridership data in analysis of system functioning and passenger miles travelled metrics; members also provided monthly ridership analysis (including ADA lift use and bike rack use), assessed ridership trends, and prepared other information on system functioning as requested.

Staff prepared National Transit Database reports for monthly submission of required metrics, as well as annual reporting requirements.

Staff members regularly participated in group meetings and committee meetings (both in person and virtual) to solicit partner and public feedback on current system usage, demands, successes and shortfalls.

PROPOSED ACTIVITIES FISCAL YEAR 2024

Functions necessary in support of planning and development of enhancements to the current systems will be performed under this work element, including continuation of activities undertaken in FY2023. These activities necessitate the ongoing cloud-based software costs and run cutting module, for route development and planning, which is split between this element and future service enhancements. Activities are as follows:

- Continue to develop and implement criteria for stop amenities and other required items and make changes to stop amenities as needed; make recommendations on funding priorities to support bus stops with high usage and infrastructure needs.
- Continue development and implementation of education and outreach strategies to guide market research, promote public awareness, and engagement to increase ridership.
- Develop and implement further education and outreach programs to increase partnerships and other forms of participation.
- Investigate, analyze, and recommend methods for bringing existing technology solutions into a single portal to streamline customer engagement with and use of the transit system; make recommendations on implementation of an integrated app with existing technology providers.
- Continue to assist in planning and development of one-way to two-way street conversions in downtown Billings.
- Develop, prepare, and update data for publishing in a GTFS format.
- Procurement and implementation of further technology enhancements to the existing technology solutions system to gather data, improve efficiency, provide further customer conveniences, and enhance safety.
- Finalize automated passenger counter implementation and audit plan for approval of data reporting with the National Transit Database.
- Develop further marketing strategies including opportunities for increased revenue generation through amenity expansion and innovative concession programs. Include analysis of potential concession for retail space and other revenue generators at the Downtown Transfer Center.
- Assessment of current personnel usage for areas of improvement in utilization of resources and effectiveness; evaluate effectiveness of current operator staffing levels in support of Transit Development Plan recommended service implementation.
- Maintain monthly ridership figures and summary figures for effective decision-making, complete related National Transit Database reports.
- Solicit and record public reaction to any modified routes, schedules, education efforts, and technology enhancements.
- Assessment of current budgetary impact of recommended improvements.

STAFFING

100.00	Transit Manager Staff Hours
300.00	Transit Planner Staff Hours
30.00	Administrative Support Staff Hours
100.00	Transit Supervisor Staff Hours (2 positions)
100.00	Marketing and Outreach Coordinator Staff Hours
20.00	Aviation/Transit Director Staff Hours
650.00	**Total Staff Hours**

FUNCTIONAL AGENCY RESPONSIBILITY

City of Billings Transit Division – MET Transit

PRODUCT

- Information relating to potential enhancements for existing service and system.
- Recommendations for immediate improvements.
- Information and recommendations on passenger education and outreach
- Analyses of current system functions.
- Budget alternatives.

FUNDING SCHEDULE – CURRENT SERVICE ENHANCEMENTS

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$22,927	$91,706	$114,633
TOTAL	$22,927	$91,706	$114,633

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$13,843	$55,370	$69,213
TOTAL	$13,843	$55,370	$69,213

44.25.00 Transportation Improvement Program (TIP)

01 T.I.P

OBJECTIVE

To maintain a viable five-year program of transit improvements for the Billings Urbanized Area.

ACCOMPLISHMENTS FISCAL YEAR 2022

Developed Transit specific updates for a TIP/STIP amendment, including programming for selected capital programs. Updated projects were also added to the Division's Transit Asset Management Plan (TAM), Capital Improvement Plan (CIP), and Equipment Replacement Plan (ERP).

Monitored projects for inclusion in the TIP and STIP. The Statewide Transportation Improvement Program (STIP) process was also addressed and monitored.

Attended and participated in MPO meetings.

PROPOSED ACTIVITIES FISCAL YEAR 2023

Functions necessary in support of transit related project inclusion in the Transportation Improvement Program will be performed under this work element. Activities are as follows:

- Division members will develop and compile information on operating and capital projects for which MET Transit plans to utilize grant assistance for inclusion in the TIP; this includes utilizing and updating the Division's TAM, CIP, ERP, and other plans as required.
- All applicable projects will be provided to the MPO for inclusion in the program.
- Staff will monitor inclusion in the TIP and STIP to ensure ability to obtain federal Sections 5307, 5310 & 5339 and other applicable grants are not affected.

STAFFING

35.00	Transit Manager Staff Hours
20.00	Transit Planner Staff Hours
10.60	Administrative Support Staff Hours
5.00	Aviation/Transit Director Staff Hours
70.60	**Total Staff Hours**

FUNCTIONAL AGENCY RESPONSIBILITY

City of Billings Transit Division – MET Transit will provide transit-related information to the City/County Planning Department for the MPO's inclusion in the TIP document.

PRODUCT

- Monitoring of plans including Transit Asset Management, the Capital Improvement Program, and components of the Equipment Replacement Plan for related projects.
- Annual inclusion of projects in TIP as necessary per FTA regulations.
- Amendments to TIP as necessary to include new projects.

FUNDING SCHEDULE – T.I.P.

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$1,616	$6,465	$8,081
TOTAL	$1,616	$6,465	$8,081

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$1,298	$5,191	$6,489
TOTAL	$1,298	$5,191	$6,489

44.26.00 Implementation of Americans with Disabilities Act (ADA)

01 IMPLEMENTATION OF AMERICANS WITH DISABILITIES ACT (ADA)

OBJECTIVE

To ensure optimal use of City of Billings funds in meeting the transportation needs of seniors and individuals with disabilities in both demand response and fixed route transportation in accordance with Federal Regulations, especially concerning the Americans with Disabilities Act (ADA).

ACCOMPLISHMENTS FISCAL YEAR 2022

Staff continued to investigate methods to improve paratransit efficiency and cost-effectiveness.

Continued evaluating dispatch and customer service practices for potential modification in regard to dispatching software implementation, as well as other technology implementations.

Members also continued to assess financial and operational functioning of paratransit services, including contractual agreements with area agencies including the Adult Resource Alliance and the State of Montana Developmental Disabilities Bureau. These agreements were updated with normalized fees to ensure equitable and effective transportation service to seniors and individuals with disabilities.

Staff monitored procedures and policies involving ADA accessible fixed-route service and other accessibility features/requirements and updated with relevant findings.

Assessed and updated paratransit vehicle specifications to support future vehicle purchases; continued implementation and further procurement development of smaller ADA equipped vehicles to enhance paratransit service efficiencies.

Staff familiarized passengers with fixed route system use as appropriate via MET's travel training program.

Staff continued to coordinate transportation services among 5310 transit providers, social service agencies and the public to provide an overall strategy to enhance transportation access, minimize duplication of services and facilitate the most appropriate cost-effective transportation possible within available resources. This also included outreach and engagement to improve and advance the coordination plan as well as to improve community relations.

Increased participation with community groups, including Big Sky Senior Services and Adult Resource Alliance to support Aging-Friendly community initiatives and assessment of available transportation options.

PROPOSED ACTIVITIES FISCAL YEAR 2023

Functions necessary in support of planning and development of transit related Americans with Disabilities projects, procedures, outreach, and other related activities will be performed under this work element. Activities are as follows:

- Continue developing and refining improvements to current travel training options to the public using available technology and updated delivery methods; improve education and outreach surrounding these services.
- Continue to integrate ADA accessibility location assessments into the bus stop master plan.
- Staff will continue to provide outreach and education for professionals, organizations, and other identified entities in the community, including participating on advisory groups in order to maintain positive relationships with individuals with disabilities and senior communities.
- Staff will continue to facilitate and encourage involvement in regular Billings Area Human Services Transportation Coordination Plan meetings with human service providers, social service agencies, transportation providers, and the public to coordinate efforts associated with transit capital and service planning.
- Continue to facilitate effective service provision and usage of lift-equipped fixed-route vehicles; assess and recommend capital and operational projects with the intent of supporting existing service, increased demand, and adding potential enhancements.
- Continue identification of means to address transit and paratransit needs, assessing both short- and long-term paratransit needs, the organizational and financial capabilities of addressing those needs.
- Continue community outreach to the public and organizations in support of improving access to transportation for seniors, individuals with disabilities, and low-income populations; continue participation on community committee meetings while exploring avenues for further outreach and engagement.
- Continue working with contracted providers in execution of agreements including existing agreements with the Adult Resource Alliance and the State of Montana, ensuring modifications are made as necessary to increase the efficiency and effectiveness of service.
- Analyze and recommended improvements to current scheduling practices including more advanced use of available technologies to expand availability of services to seniors and low-income groups.
- Staff intends to assess, evaluate, and recommend improvements to the Paratransit Eligibility process to respond to increased demand for services to ensure all requirements regarding capacity and service are executed efficiently and equitably.

STAFFING

110.00 Transit Manager Staff Hours

125.00 Transit Planner Staff Hours

60.00 Administrative Support Staff Hours

80.00 Transit Supervisor Staff Hours (2 positions)

100.00 Marketing and Outreach Coordinator Staff Hours

10.00 Aviation/Transit Director Staff Hours

485.00 Total Staff Hours

FUNCTIONAL AGENCY RESPONSIBILITY

City of Billings Transit Division – MET Transit

PRODUCT

- Continued consensus with and support of City of Billings compliance with ADA regulations related to transit.
- Continued community consensus and support of City of Billings methods for addressing of specialized needs, including lift-equipped vehicles and other options for individuals with disabilities and seniors.
- Recommendations and proposals for enhancements to existing system and programs in support of ADA compliance and regulations aimed at increasing efficiency and effectiveness.
- Public involvement and feedback regarding potential system enhancements in support of transportation for seniors and individuals with disabilities.

FUNDING SCHEDULE – ADA SERVICE

FUNDS PROGRAMMED - FISCAL YEAR 2023

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$10,519	$42,078	$52,597
TOTAL	$10,519	$42,078	$52,597

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$7,298	$29,193	$36,491
TOTAL	$7,298	$29,193	$36,491

SECTION II FUNDING SUMMARY

FEDERAL FISCAL YEAR 2024

WORK ELEMENT	FUNDING SOURCES FY 2024			STAFF HOURS
	LOCAL	FTA	EST. COST	
44.21.01 Administration	$6,953	$27,814	$34,767	440.00
44.24.01 Future Service				
Staff Hours	$17,843	$71,372	$89,215	915.00
Studies	$30,000	$120,000	$150,000	
44.24.02 Current Service	$13,843	$55,370	$69,213	650.00
44.25.01 T.I.P.	$1,298	$5,191	$6,489	70.60
44.26.15 ADA Service	$7,298	$29,193	$36,491	485.00
TOTAL	$77,255	$309,020	$386,275	2560.60

ALLOCATION OF COSTS

Expenditures identified include direct costs, benefits at the rate of 55% of direct salary or wages, and indirect costs at the rate of 9% of direct salary or wages.

Federal Transit Administration Section 5303 funding is available at an 80% reimbursement rate, meaning the local to FTA funding ratio for all categories is 20% local, 80% federal.

LIST OF ACRONYMS

ADA	American Disability Act
ACS	American Community Survey
ARP	American Rescue Plan
AVL	Automated Vehicle Locator
BSED	Big Sky Economic Development
BUILD	Better Utilizing Investments to Leverage Development
CAC	Citizen Advisory Committee
CARES	Coronavirus Aid, Relief, and Economic Security
CDL	Commercial Drivers License
CIP	Capital Improvement Plan
CMAQ	Congestion Mitigation Air Quality
CTSP	Community Transportation Safety Plan
EBURD	East Billings Urban Renewal District
ERP	Equipment Replacement Plan
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GIS	Geographic Information System
GTFS	General Transit Feed Specification
HPMS	Highway Performance Monitoring System
IIJA	Infrastructure Investment and Jobs Act
ITS	Intelligent Transportation Systems
LRTP	Long Range Transportation Plan
MDT	Montana Department of Transportation
MPO	Metropolitan Planning Organization
NTD	National Transit Database
PCC	Policy Coordinating Committee
PEP	Private Enterprise Participation
PL	Planning Funds
PTASP	Public Transit Agency Safety Plan
RAISE	Rebuilding American Infrastructure with Sustainability and Equity
SBBURD	South Billings Boulevard Urban Renewal District
TA	Transportation Alternative Program
TAC	Technical Advisory Committee
TAM	Transit Asset Management
TAZ	Traffic Analysis Zones
TDP	Transit Development Plan
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program
VMT	Vehicle Miles Traveled

YCBP Yellowstone County Board of Planning

City Council Regular

Date:	08/14/2023
Title:	Acceptance of Donation from Fidelity Charitable recommended by Anne and Bill Cole of $2,300 to the Billings Parks and Recreation Deparmtent
Presented by:	Kory Thomson
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Not Applicable
Project Number:	n/a

RECOMMENDATION

Staff recommends that City Council accept the donation from Fidelity Charitable Donor Advised Fund grant, recommended by Anne and Bill Cole of $2,300 for the purpose of helping to pay for a wrap decal for the Rec2U van at Billings Parks and Recreation

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

Fidelity Charitable Donor Advised Fund grant, recommended by Anne and Bill Cole, have generously donated $2,300 to the Billings Parks and Recreation Department to help pay for the wrap decal for the Rec2U van used to provide free summer activities in neighborhood parks. The Rec2U idea was formulated during the City Council retreat in an effort to help prevent crime and activate parks with recreational activities for all ages. It was recommended that a pilot program start this summer at Hawthorne and Highland parks. The Recreation staff looks forward to expanding the program to more neighborhood parks next year.

ALTERNATIVES

City Council may:

- Approve the donation of $2,300 to the Billings Parks and Recreation Department for the Rec2U program; or,
- Not Approve the donation and provide staff with additional guidance.

FISCAL EFFECTS

There will be no additional fiscal impacts to the City's General Fund

City Council Regular

Date:	08/14/2023
Title:	Cherry Island Subdivision - Major Final Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	NA

RECOMMENDATION

Staff recommends to the City Council that the Final Plat of Cherry Island Subdivision be approved.

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

On July 14, 2023, Sanderson Stewart, applied for final major plat approval of Cherry Island Subdivision. The proposed subdivision creates 41 lots for residential development. One large lot on the north is still within the County and will not be developed at this time. The subject property is generally located between Cherry Creek Loop and east of Bitterroot Drive . The large lot to the north is still in the County, it is a dual jurisdiction subdivision. For this reason there are signature blocks for the Yellowstone County Commissioners on the plat. The land is currently vacant grassland. 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 and Board of County Commissioners approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

STAKEHOLDERS

A public hearing is not required 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 disapprove the final plat of Cherry Island Subdivision. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows:

MCA 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.

FISCAL EFFECTS

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

Attachments

Final Plat
Final SIA
Signed Waiver
Conditions of Approval

PLAT OF

CHERRY ISLAND SUBDIVISION

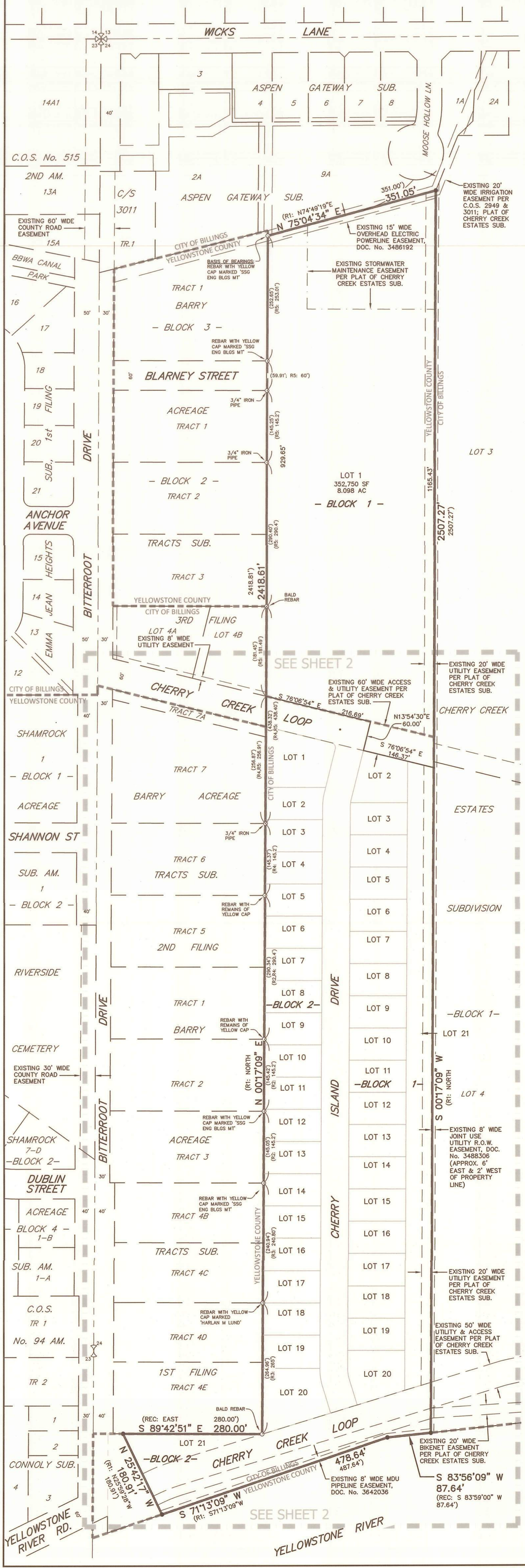
BEING LOT 2, BLOCK 1, CHERRY CREEK ESTATES SUBDIVISION,
SITUATED IN THE NW1/4 & SW1/4 OF SECTION 24. T. 1 N., R. 26 E., P.M.M.,
IN THE CITY OF BILLINGS & YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : CHERRY ISLAND, LLC

PREPARED BY : SANDERSON STEWART

JULY, 2023

BILLINGS, MONTANA



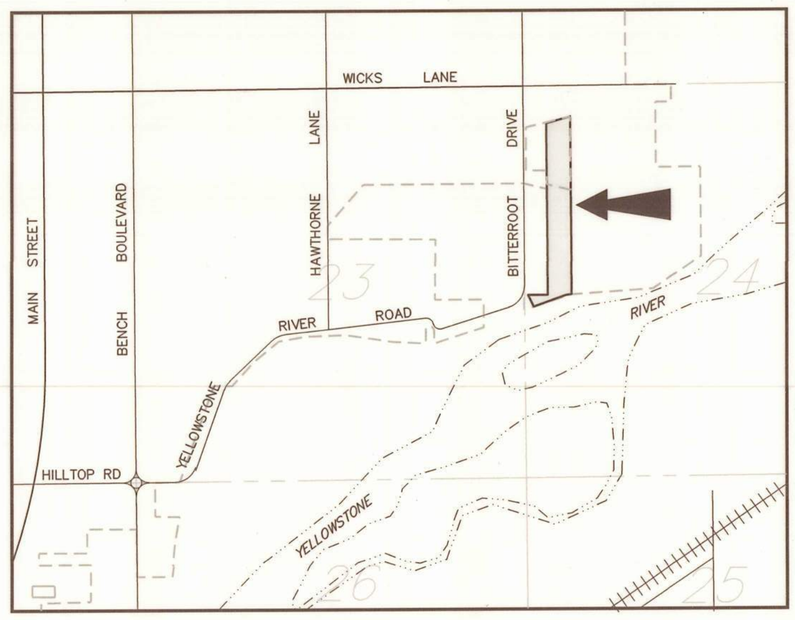
AREA DATA

42 LOTS	18.1814 AC
RIGHT-OF-WAY DEDICATION	2.0134 AC
GROSS AREA	20.1948 AC

NORTH

100 50 0 100 200

SCALE:1" = 100'



VICINITY MAP

NOT TO SCALE

NOTICE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

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

Date _____ President _____

Executive Secretary _____

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that the annexed and foregoing plat conforms with Section 76-4-125(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 _____, 20____.

City Engineer's Office

ERRORS AND OMISSIONS REVIEW

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

Examining Land Surveyor _____ Date _____

CERTIFICATE OF 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 ATTORNEY

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

Date: _____

Reviewed by: _____

CERTIFICATE OF CITY/COUNTY HEALTH DEPARTMENT

This Subdivision Plat has been reviewed and approved by Riverstone Health and the State Department of Environmental Quality.

Yellowstone City/County Health Department
dba Riverstone Health

CERTIFICATE OF COUNTY TREASURER

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

Date: _____

Yellowstone County Treasurer

By: _____
Deputy

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the months of April & May 2021, March & May 2022, and December 2022, a survey was performed under his supervision of a tract of land to be known as CHERRY ISLAND SUBDIVISION, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 20.195 acres (879,682 SF) and the net area is 18.1814 acres (792,080 SF).

SANDERSON STEWART

By: _____

Montana License No. 18972LS

Date: July 12, 2023

MONTANA
MICHAEL DEAN BERTRAM
18972LS
LICENSED PROFESSIONAL LAND SURVEYOR

SUBDIVISION IMPROVEMENT AGREEMENT

Document No. _____

CONSENT TO PLATTING

Document No. _____

STORM DRAIN EASEMENT

Document No. _____

BBWA WASTE DITCH EASEMENT

Document No. _____

ACCESS EASEMENT

Document No. _____

BASIS OF BEARING: THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID TO GROUND COMBINED SCALE FACTOR AT NORTHWEST CORNER OF LOT 2, BLOCK 1, CHERRY CREEK ESTATES SUBDIVISION, A REBAR WITH YELLOW CAP MARKED 'S/S/G ENG BLGS MT' IS 0.9998506027; THE CONVERGENCE ANGLE IS -0°01'10". DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

- O FOUND SURVEY MONUMENT, AS NOTED
- ● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"

R1: RECORD #1 - CHERRY CREEK ESTATES SUB, DOC. #3234914
R2: RECORD #2 - BARRY ACREAGE TRACT SUB, DOC. #732008
R3: RECORD #3 - BARRY ACREAGE TRACT SUB, TRACT 4 AM., DOC. #311478
R4: RECORD #4 - BARRY ACREAGE TRACT SUB, 2ND FILING, DOC. #732009
R5: RECORD #5 - BARRY ACREAGE TRACT SUB, 3RD FILING, DOC. #809463

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

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That CHERRY ISLAND, LLC., the owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NW1/4 & SW1/4 of Section 24, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lot 2 of Block 1 of Cherry Creek Estates Subdivision, according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No.3234914.

The park requirement for this subdivision has been met by a cash-in-lieu donation in the amount of $_____.

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

CHERRY ISLAND, LLC.

By: Jack Clause Title: member

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 12th day of July, 2023, before me, the undersigned Notary Public for the State of Montana, personally appeared Jack Clause, known to me to be the person who signed the foregoing instrument as member of CHERRY ISLAND, LLC., and acknowledged to me that said company executed the same. Witness my hand and seal the day and year herein above written.

Verleen Parker
Notary Public in and for the State of Montana

VERLEEN K. PARKER NOTARIAL SEAL STATE OF MONTANA
VERLEEN K. PARKER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 2, 2027

CERTIFICATE OF APPROVAL: CITY COUNCIL

STATE OF MONTANA)
:ss
County of Yellowstone)

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

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

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF APPROVAL: COUNTY COMMISSIONERS

STATE OF MONTANA)
:ss
County of Yellowstone)

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

IN WITNESS WHEREOF, we have set our hands and the seal of Yellowstone County, Montana, this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

By: _____
Commissioner

By: _____
Commissioner

Attest: _____
Clerk and Recorder

By: _____
Chairman

RESERVED FOR CLERK AND RECORDER

21102_CHERRY_ISLAND_FP_PROD.DWG 21102 7/06/23 PBK/MDB

PLAT OF

CHERRY ISLAND SUBDIVISION

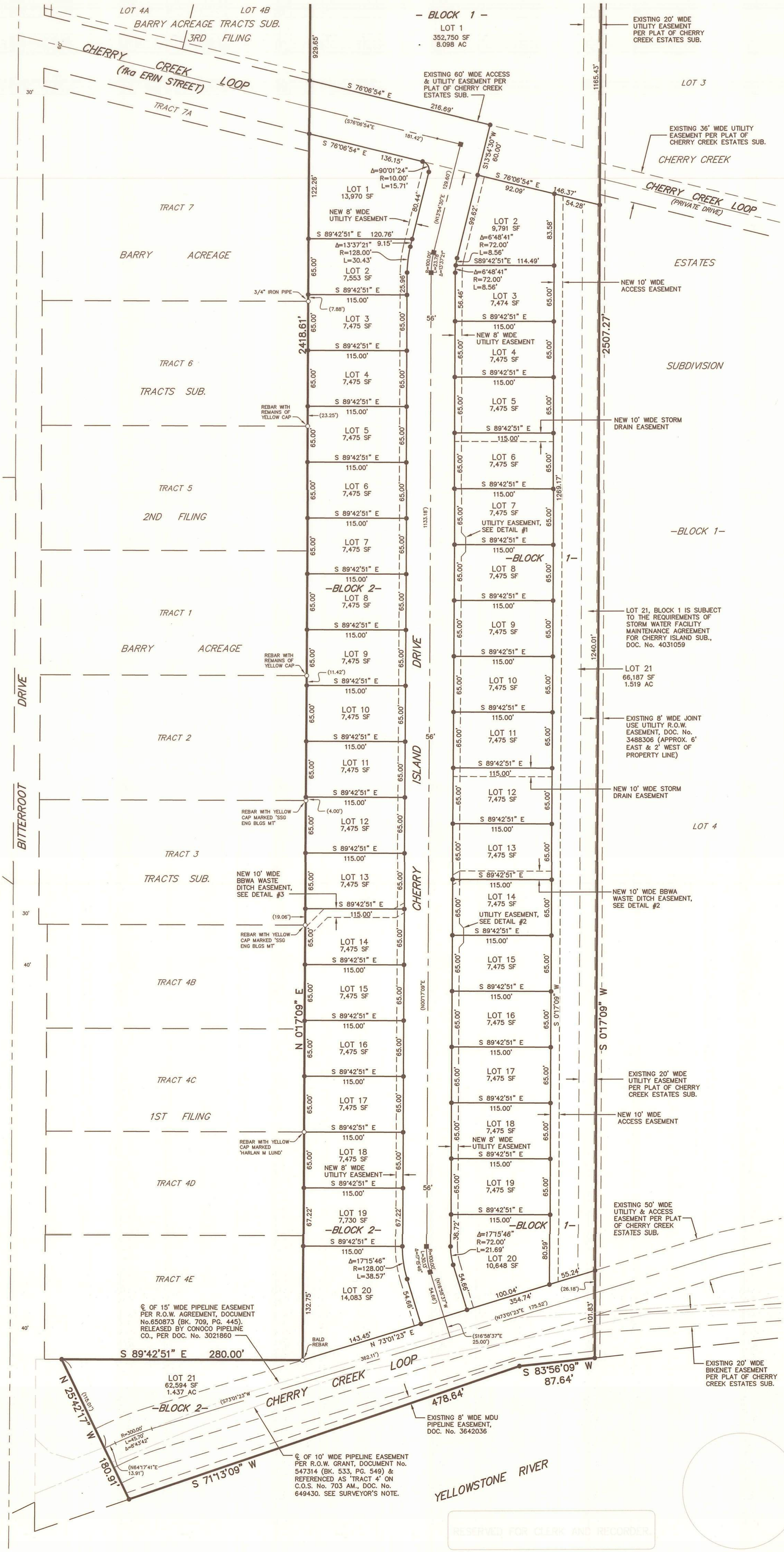
BEING LOT 2, BLOCK 1, CHERRY CREEK ESTATES SUBDIVISION,
SITUATED IN THE NW1/4 & SW1/4 OF SECTION 24. T. 1 N., R. 26 E., P.M.M.,
IN THE CITY OF BILLINGS & YELLOWSTONE COUNTY, MONTANA

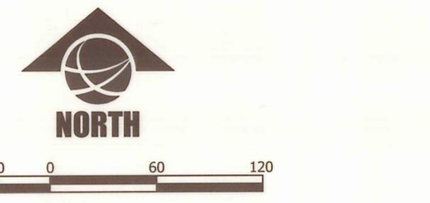
PREPARED FOR : CHERRY ISLAND, LLC

JULY, 2023

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA





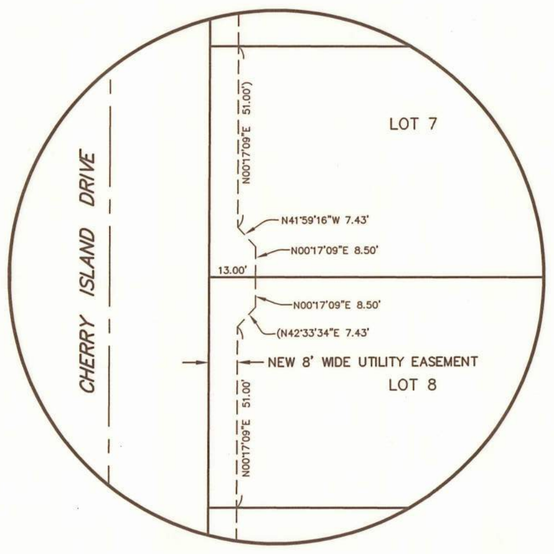
BASIS OF BEARING: THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID TO GROUND COMBINED SCALE FACTOR AT NORTHWEST CORNER OF LOT 2, BLOCK 1, CHERRY CREEK ESTATES SUBDIVISION, A REBAR WITH YELLOW CAP MARKED 'S/S/G ENG BLGS MT' IS 0.9998506027; THE CONVERGENCE ANGLE IS −0°01'10". DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

- ○ FOUND SURVEY MONUMENT, AS NOTED
- ● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- ■ SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

R1: RECORD #1 – CHERRY CREEK ESTATES SUB, DOC. #3234914
R2: RECORD #2 – BARRY ACREAGE TRACT SUB, DOC. #732008
R3: RECORD #3 – BARRY ACREAGE TRACT SUB, TRACT 4 AM., DOC. #311478
R4: RECORD #4 – BARRY ACREAGE TRACT SUB, 2ND FILING, DOC. #732009
R5: RECORD #5 – BARRY ACREAGE TRACT SUB, 3RD FILING, DOC. #809463

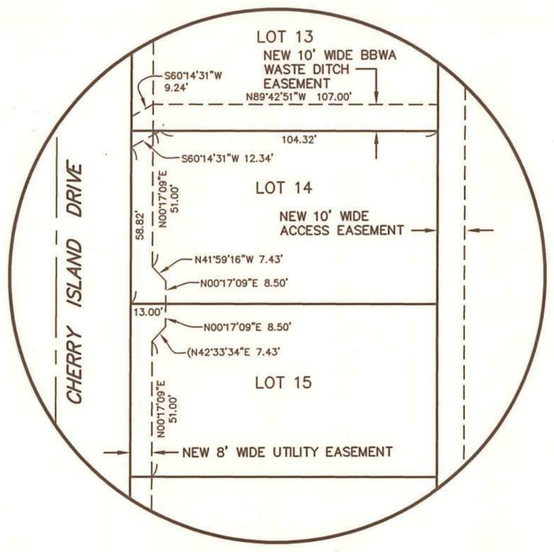
NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

SURVEYOR'S NOTE: CERTIFICATE OF SURVEY No. 703 AMENDED (DOCUMENT No. 649430, 10/4/60) CREATED TRACT 3, REFERRED TO AS A "PLANT SITE", AND TRACT 4, REFERRED TO AS A "10' EASEMENT FOR PIPE LINE" AS DESCRIBED IN A RIGHT-OF-WAY GRANT (DOCUMENT No. 547314, 9/9/55). AERIAL IMAGERY FROM AS EARLY AS 1996 SHOWED NO EVIDENCE OF AN EXISTING 'PLANT' STRUCTURE WITHIN TRACT 3. SUBSEQUENTLY, CERTIFICATE OF SURVEY No. 3011 (DOCUMENT No. 3056746, 6/28/99) INCORPORATED TRACTS 1-3 OF C.O.S. 703 AMENDED AS PART OF NEW TRACT 3, C.O.S. 3011. WITH THE PLATTING OF CHERRY CREEK ESTATES SUBDIVISION (DOCUMENT No. 3234914), TRACT 3, C.O.S. 3011 WAS INCORPORATED INTO NEW LOTS 2 & 4 OF BLOCK 1. LOT 4 HAS SINCE BEEN DEVELOPED AS A MOBILE HOME PARK. SINCE THE ORIGINAL TRACT 3 'PLANT SITE' HAS BEEN RE-DEVELOPED, THE USE FOR THE PIPE LINE EASEMENT IS NO LONGER NECESSARY. THEREFORE, THE EASEMENT SHOULD BE CONSIDERED ABANDONED AND WITHOUT ANY FURTHER FORCE OR EFFECT ON THE SURVIENT PROPERTIES.



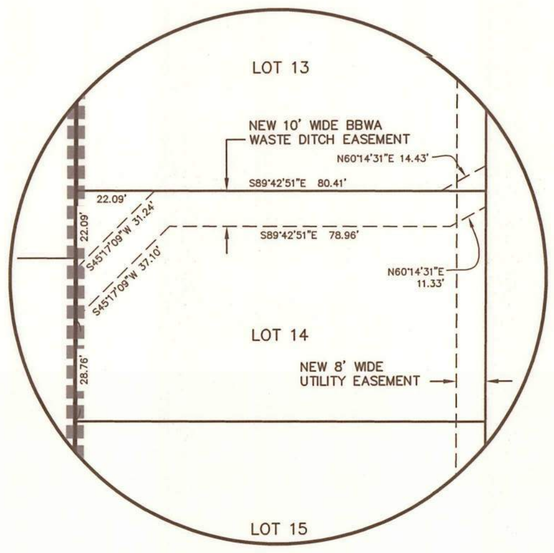
DETAIL #1

SCALE: 1"=30'



DETAIL #2

SCALE: 1"=40'



DETAIL #3

SCALE: 1"=30'

RESERVED FOR CLERK AND RECORDER

21102_CHERRY_ISLAND_FP_PROD.DWG 21102 7/06/23 PBK/MDB

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

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

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

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

THIS AGREEMENT is made and entered into this ____ day of _____, 20___, by and between **CHERRY ISLAND, LLC,** whose address for the purpose of this agreement is 5855 Elysian Road; Billings, MT 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a meeting held by the Yellowstone County Board of Planning on the___ day of _____, 20____ the Board recommended for approval, subject to certain conditions, an area known as the Cherry Island Subdivision; and

WHEREAS, at a regular meeting held on the____ day of _____, 20____ the City Council approved, subject to certain conditions, a preliminary plat of Cherry Island Subdivision; and

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

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

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

I. VARIANCES

No variances are being requested with this subdivision.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required five-foot- wide boulevard-style 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 geotechnical investigation report for this property, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical investigation prior to construction. Assessment and mitigation, if any, of these conditions shall be the responsibility of the lot owner.

D. 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.

E. 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.

F. 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.

G. Lot owners should be aware that agricultural activities could be present on surrounding properties. Any impacts associated with agricultural activities, and any issue arising therefrom, is the responsibility of the lot owners.

III. TRANSPORTATION

A. Streets

Cherry Island Drive within the subdivision shall be public and shall be located within a 56-foot right-of-way and have a street width of 34-foot back of curb to back of curb. This internal access road shall be built to grade with a standard crown and a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, Subdivision Regulations, and Uniform Building Code.

B. Traffic Impact Contributions

In accordance with the original SIA for Cherry Creek Estates Subdivision, Subdivider is required to make an off-site cash contribution for intersection improvements to the intersection of Hilltop and Bench in the amount of $4,047.00 and the intersection of Yellowstone River Road and Hawthorne in the amount of $4,143.66. Half of each contribution is due upon the development of Block 1, Lots 2-20 and Block 2, Lots 1-20. The other half of each contribution is due upon development of Block 1, Lot 1.

C. Sidewalks

City and the Subdivider agree that the developer will install accessibility ramps at time of private contract construction. Individual lot owners will be responsible for the construction of the five-foot wide boulevard sidewalks adjacent to their lot at the time of lot construction. The City reserves the right to construct any missing sidewalk and assess the property owners three years after construction of a phase.

A sidewalk along the south side of North Cherry Creek Loop Road from Bitterroot Drive to Cherry Island Drive is required to be built with this subdivision. This sidewalk is allowed to deviate from the requirement of boulevard construction in order to protect and maintain the mature trees along the south side of the Drive.

D. Street Lighting

Construction or installation of streetlights within the public rights-of-way shall not be required at this time. If streetlights are installed, a maintenance district will be formed for future maintenance of the streetlights.

E. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices adjacent to the subdivision. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction. All traffic control devices shall be subject to review and approval by the City Engineering office.

Street name signs are required at the new intersections with Cherry Island Drive. No further signage is anticipated.

F. Access

Two accesses will be provided for the subdivision from Bitterroot Drive along North and South Cherry Creek Loop Road. Location of these accesses shall be subject to review and approval by the City Engineering Office.

G. Billings Area Bikeway and Trail Master Plan

No bikeway or trail requirements are anticipated for this specific area.

H. Public Transit

There are no MET Transit routes that service this subdivision at this time. No improvements with regard to MET Transit vehicles are anticipated at this time.

IV. EMERGENCY SERVICES

Access is provided to this subdivision from Bitterroot Drive along North and South Cherry Creek Loop Road. The City will provide emergency service. Fire hydrants shall be provided at each street intersection, and at intermediate locations where distances exceed 500 feet. Appropriate turn arounds will be located on any street in excess of 150 feet.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and 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 of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division. Because the City of Billings storm drain system is not available in the area of the

subdivision, stormwater will be handled on site through surface flow on the streets, inlets, and piping and through the existing Cherry Creek Estates Subdivision system in accordance with that previously prepared and approved Storm Water Drainage Report for Cherry Creek Estates Subdivision of which this parcel was a part. The stormwater design for Cherry Island Subdivision, will conform to the current City of Billings Stormwater Management Manual.

An irrigation drain/waste ditch traverses the site. Provisions shall be made to continue conveyance of the seasonal flows that may occur in this ditch.

VI. UTILITIES

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

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department, Distribution and Collection Division, and the County Water District of Billings Heights. The extension/connection of/to water mains and sanitary sewers are subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater fees in effect shall be submitted with the applications.

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

The developer/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.), shall be in accordance with design standards, specifications, rules and regulations of, and as approved by the City of Billings Public Works Department, County Water District of Billings Heights, Fire Department, and the Montana Department of Environmental Quality.

A. Water

The subdivision will be served by making connections to an existing water main located in North Cherry Creek Loop Road and connection to the main located at the corner of South Cherry Creek Loop Road and Bitterroot Drive. The existing water main in these streets is an 8-inch diameter main and is a part of the County Water District of Billings Heights water distribution system. A new 8-inch water main will be installed in the local interior streets. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and will be subject to approval by the City of Billings Fire Department. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the County Water District of Billings Heights and Montana Department of Environmental Quality and will be approved by the County Water District of Billings Heights.

B. Sanitary Sewer

The subdivision will be served by one connection to an existing 8-inch sanitary sewer main located in North Cherry Creek Loop Road. The subdivision shall be serviced by low pressure sewer lines that collect and discharge to the existing gravity main in North Cherry Creek Loop Road. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be placed in designated easements outside of the right-of-way, where possible, and shall be installed underground prior to surface improvements. The location of all such facilities shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

The park land required for this subdivision is 0.78 acres. Park Dedication shall be met by cash-in-lieu contribution.

VIII. SOILS/GEOTECHNICAL STUDY

The Subdivider has performed a preliminary geotechnical analysis for this property dated April 27, 2021.

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

IX. FINANCIAL GUARANTEES

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

X. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. The 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 provision of the 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 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. The 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 Second above written.

"SUBDIVIDER"

CHERRY ISLAND, LLC

By: Jock Clause

Its: Member

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 12th day of July, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Jock Clause, known to me to be the ~~member~~ ~~owner~~ vp of **CHERRY ISLAND, LLC** who executed the foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

VERLEEN K. PARKER NOTARY PUBLIC for the State of Montana Residing at Billings, Montana My Commission Expires June 2, 2027

VERLEEN K. PARKER NOTARIAL SEAL STATE OF MONTANA

Verleen Parker

Notary Public in and for the State of Montana
Printed Name: Verleen Parker
Residing at: Billings, Montana
My commission expires: 6/2/27

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: _____

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

WAIVER OF RIGHT TO PROTEST
SPECIAL IMPROVEMENT DISTRICTS
CHERRY ISLAND SUBDIVISION

FOR VALUABLE CONSIDERATION, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

CHERRY ISLAND SUBDIVISION (Document No. _____), of which plat is on file and recorded at the Yellowstone County Clerk and Recorder's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

"OWNER"

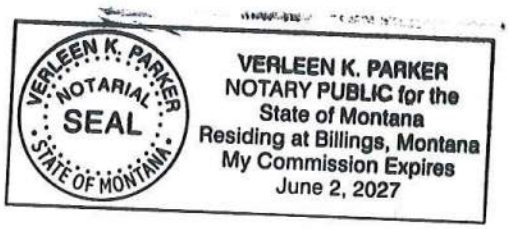
CHERRY ISLAND, LLC

By: Jack Clause

Its: member

STATE OF MONTANA)
:ss.
County of Yellowstone)

On this 12th day of July, 2023 before me, a Notary Public in and for the State of Montana, personally appeared Jack Clause, known to me to be the person who signed the foregoing instrument as the member of **CHERRY ISLAND, LLC** and who acknowledged to me that he/she executed the same.



Verleen Parker

Notary Public in and for the State of Montana
Printed name: Verleen Parker
Residing at: Billings, MT
My commission expires: 6/2/27

CITY OF
Billings
MAYOR'S OFFFICE

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

August 23, 2021

Cherry Island, LLC
5855 Elysian Road
Billings, MT 59101

Dear Applicant:

On August 23, 2021, the Billings City Council conditionally approved the preliminary plat of Cherry Island Subdivision, subject to the following conditions of approval:

1. To protect public health and safety and to ensure proper storm drainage functioning, prior to final plat approval, the applicant will include language in the SIA under the heading V. Storm Drainage, outlining the HOA responsibility to maintain the system. The language will be coordinated with the City Public Works Department to ensure it is correct and meets requirements of the City.

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

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

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

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

Sincerely,

William A Cole

William A. Cole, Mayor

pc: Sanderson Stewart / Rick Leuthold
Cherry Island, LLC

City Council Regular

Date:	08/14/2023
Title:	Elysian Subdivision - Final Minor Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-22-00285

RECOMMENDATION

Staff recommends the City Council approve the final plat of Elysian Subdivision.

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

On July 10, 2023, IMEG applied for final plat approval for Elysian Subdivision. The proposed subdivision creates 5 lots for development. The subject property is generally located on the south side of Elysian road and west of East Lane. The property is zoned Planned Development (PD) with underlying zoning of Controlled Industrial and Highway Commercial. The land is currently vacant with native grasses. 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 Elysian Subdivision. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met.

The criteria are as follows:76-3-611. Review of final plat.
(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:

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

(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.Staff finds the final plat meets the criteria outlined in 76-3-611 above.

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

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_____.

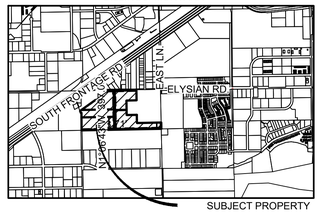
CITY OF BILLINGS, MONTANA

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CLERK AND RECORDER FILING INFORMATION

BILLINGS, MONTANA



SUBJECT PROPERTY

VICINITY MAP
NOT TO SCALE

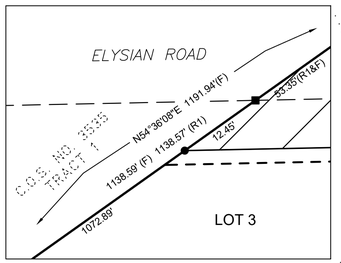
1/4	SEC.	T.	R.
☒	24	1S.	25E.

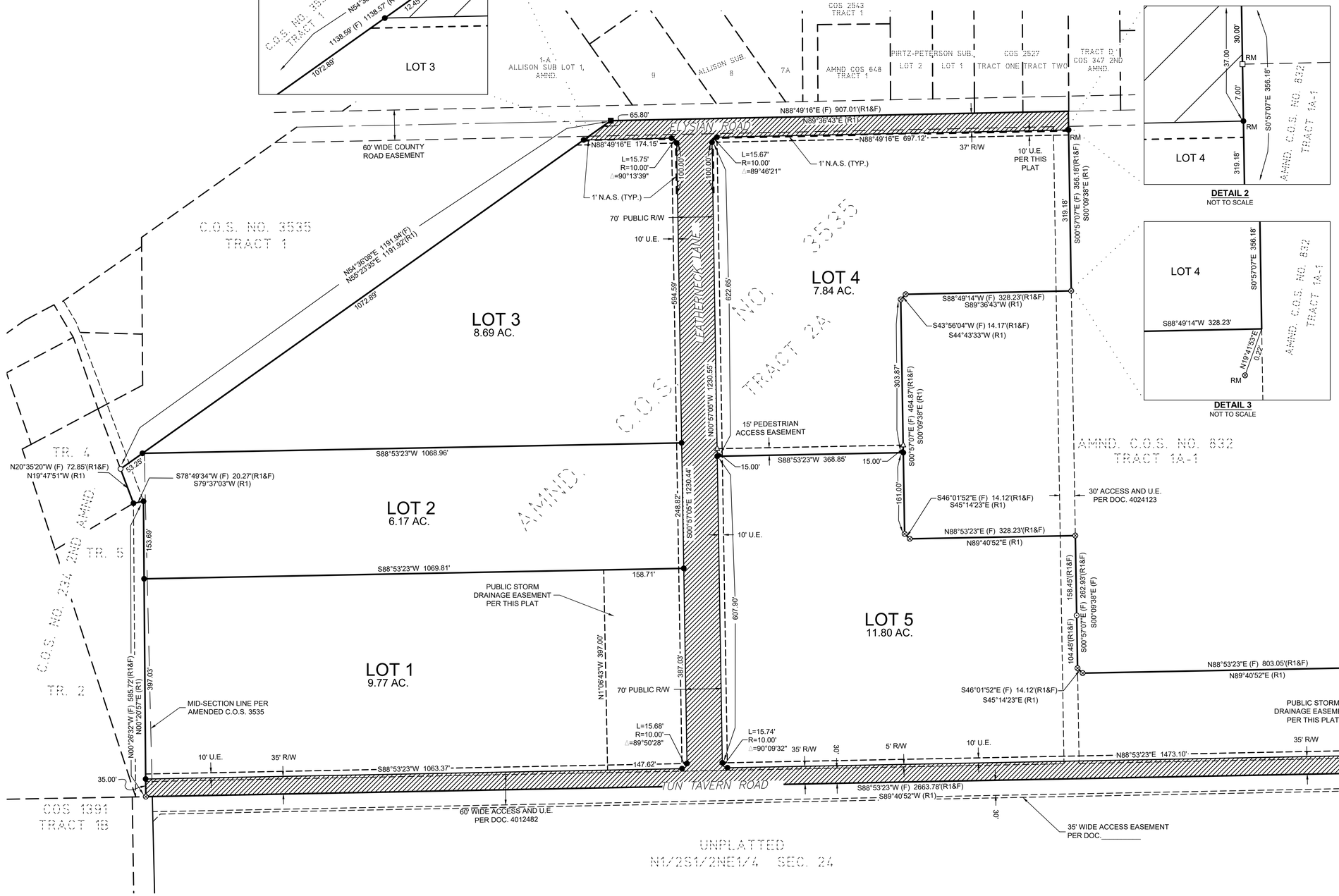
FINAL PLAT AND CONDITIONS OF APPROVAL OF

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

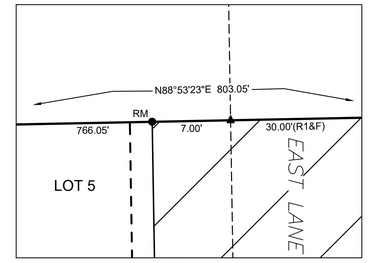


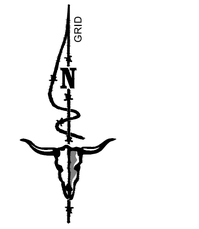


DETAIL 2
NOT TO SCALE

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.

ELYSIAN SUBDIVISION
A SUBDIVISION OF THE CITY OF BILLINGS

SUBDIVISION IMPROVEMENTS AGREEMENT

& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS

Elysian Subdivision

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City of Billings, Montana

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

Elysian Subdivision

This agreement is made and entered into this ___ day of_____, 20____, by and between *Development 55, LLC.* whose address for the purpose of this agreement is 2150 Coca Cola Lane, Rapid City, SD 57702, hereinafter referred to as "Subdivider," and the CITY OF BILLINGS, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of *Elysian 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 22 day of May , 2023, the City Council conditionally approved a preliminary plat of Elysian 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 *Elysian Subdivision* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

The Subdivider has not requested any variances from the City of Billings Subdivision Regulations.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

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

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

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

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

F. 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. A traffic impact study has been completed for Elysian Subdivision. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense. The percent of traffic contributions to the following intersections shall be in accordance with the traffic accessibility study:

- Elysian Road & Mullowney Lane shall be 2.83%.
- Elysian Road & East Lane shall be 4.67%.
- Elysian Road & South Frontage Road shall be 3.51%.
- South Frontage Road and East Lane shall be 3.16%.
- S Frontage Road and Mullowney Lane shall be 4.21%.
- East Lane and Tun Tavern Road shall be 3.08%. To be built with Phase 1 of Elysian Subdivision.
- Elysian Road and Leatherneck Lane shall be 6.14%. To be built with Phase 2 of Elysian Subdivision.

A Cash Contribution shall be based on the percent of traffic contributions to the

intersection based on the total cost of an intersection as determined by the City of Billings Engineering for the year in which the contribution is made. Cash contributions shall be made prior to final plat approval.

B. Streets

- Shackelford Lane is an existing local city road and is located within a 40' wide right-of-way (ROW). No additional right-of-way is being dedicated as part of this subdivision. The Subdivider will be responsible for building a paved roadway and temporary drainage structures that fit within the existing 40' ROW. Improvements will be made from the subject property south to the northern boundary of Bottrell Subdivision as part of Phase 1 of Elysian Subdivision.

- An existing water and sewer line are located in an undedicated access road within a 60-foot perpetual right-of-way for the City to be able to maintain the utility lines. This easement is located in the subdivision to the east of this proposed subdivision. This easement is recorded under Document number 4012842. There is a reciprocal access and utility easement between the two adjacent property owners per Document 3901539.

  Tun Tavern Road is considered a Commercial Local Access as part of the City's Long-Range Transportation Plan (LRTP). 35' of ROW is being dedicated as part of Elysian Subdivision to conform with City requirements. A 30' Public Access Easement must be obtained from the adjacent private property owner to the south as part of the subdivision prior to final plat approval.

  The Subdivider shall construct Tun Tavern Road as a local commercial road as part of Phase 1 of Elysian Subdivision. The road cross section will follow City Local Commercial Access Road standards.

- East Lane is an existing road and is located within a 60' wide County Road Easement. The City's LRTP considers East Lane a Collector. 37' of ROW is being dedicated as part of Elysian Subdivision to conform with City requirements.

  No frontage improvements or cash-in-lieu is proposed as part of Elysian Subdivision. A future Special Improvements District (SID) will be created in order to improve the East Lane corridor and be assessed to Lot 5 within Elysian Subdivision. A Waiver of Right to Protest a future SID is included as part of this subdivision.

- Elysian Road is an existing road and is located within a 60' wide County Road Easement. The City's LRTP has Elysian Road as a future Collector. 37' of ROW is being dedicated as part of Elysian Subdivision to conform with City requirements.

No frontage improvements or cash-in-lieu is proposed as part of Phase 1 of Elysian Subdivision. A future Special Improvements District (SID) may be created to improve Elysian Road and be assessed to Lot 3 and Lot 4 along their frontage. Waiver of Right to Protest a future SID is included as part of this subdivision.

If no SID has been created at the time Lot 3 or Lot 4 are to be developed as part of Phase 2 of Elysian Subdivision, then frontage improvements will be required at that time. Lot 3 and Lot 4 property owners will each be responsible for their corresponding frontage improvements. These improvements may include curb and gutter, 10' wide multi-use path, street widening, water mains, and sewer mains.

- Leatherneck Lane is a proposed 70' of right-of-way being dedicated to the City.

  The Subdivider shall construct a local commercial road in (Leatherneck Lane) as part of Elysian Subdivision. The road cross section will follow City Local Commercial Access Road standards.

  Phase 1 of Elysian Subdivision will construct (Leatherneck Lane) to the northern boundary of Lot 2 and Lot 5. An approved temporary turn-around shall be installed at the terminus of (Leatherneck Lane) as part of Phase 1. The temporary turn-around will be removed once the remainder of (Leatherneck Lane) is constructed north to Elysian Road during Phase 2.

  Phase 2 of Elysian Subdivision will construct the remainder of (Leatherneck Lane) along the frontage of Lot 2 and Lot 4 all the way to the intersection with Elysian Road.

C. Sidewalks

Sidewalks within the subdivision will be the standard 5' wide sidewalk and 5' wide boulevard. Sidewalk ramps at intersections will be constructed by the Subdivider at the time of road construction. Sidewalks along private lot frontage will be constructed when the lot is developed. The sidewalk will be composed of concrete and be completed within the road's ROW to city standards.

Three pedestrian connections to Elysian School are provided as part of Elysian Subdivision. A pedestrian easement exists within the right of way of East Lane as part of Phase 1. A pedestrian easement within the right of way of Elysian Road as part of Phase 2. And a pedestrian easement on the south boundary of Lot 4 as part of Phase 2.

D. Street Lighting

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

E. Traffic Control Devices

- One stop sign will be installed on Leatherneck Lane at the intersection with Elysian Road as part of Phase 2.
- One stop sign will be installed on Leatherneck Lane at the intersection with Tun Tavern Road.
- One stop sign will be installed on Tun Tavern Road at the intersection with East Lane.

F. Access

- Lot 1 of the subdivision will have access from Tun Tavern Road.
- Lot 2 and 3 will have access from Leatherneck Lane.
- Lot 4 will have access from Leatherneck Lane.
- Lot 5 will have access from Leatherneck Lane and Tun Tavern Road.

G. Billings Area Bikeway and Trail Master Plan

- There is a proposed Primary Bike Route shown along Elysian Road and East Lane in the Billings Area Bikeway and Trail Master Plan.

H. Public Transit

- Sidewalks are proposed adjacent to boulevards for Leatherneck Lane, Tun Tavern Road, Elysian Road, and East Lane.

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.

- The subdivision appears to be located within the moderate interface density of

the Wildland Urban Interface (WUI) per the Wildland Urban Interface Parcels Yellowstone County map provided by the Montana Department of Natural Resources and Conservation. The subdivision will be served by fire hydrants.

- The nearest ambulance providers are Eagle Ambulance Service and Beartooth EMS. Both providers are approximately 1 mile away from the subdivision.
- The subdivision will be served by City of Billings Police Department.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the Stormwater Management Manual and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division.

Storm Drainage for Elysian Subdivision will be provided by a combination of curb and gutter, underground piping and on-site retention/detention ponds. Stormwater runoff from the right-of-way will be mitigated in retention ponds on Lot 1 and Lot 5. Provisions for either a future connection to East Lane, or a means of discharge to local ditch will be provided. If stormwater runoff is to be discharged into a local ditch, the Subdivider must obtain permission from the ditch company.

All of the public stormwater infrastructure will be located within public easement or public ROW. Stormwater infrastructure located in the public ROW will be maintained by the City. Infrastructure, including piping and ponds, not in the ROW will be maintained by individual lot owners. A stormwater maintenance agreement will exist between the City and the Lot Owners.

Private lots will be required to mitigate stormwater from private development within private property boundaries.

The Stormwater Management Plan will be incorporated in the final version of the recorded SIA. If the development fails to maintain storm drainage facilities, the city has the right to create a maintenance district and maintain the facilities.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The Subdivider shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department — Distribution and Collection 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 appropriate water and wastewater construction fees and franchise fee in effect shall be submitted with the applications.

It is acknowledged that the properties subject to this Subdivision Improvements Agreement shall be subject to the appropriate water and wastewater local and interior construction fees in effect at the time of payment. Fees shall be paid for the lots in each phase as applied for in the extension application and as per the first paragraph above.

The Subdivider and future lot owners acknowledge that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

A. Water

- Each lot is to be served by City of Billings through a water main extension. Phase 1 of Elysian Subdivision will construct a 12" water main in Leatherneck Lane north from Tun Tavern Road intersection to the northern boundary of Lots 2 and 5. Phase 1 will also include a 12" water main from the tee in Tun Tavern Road to the intersection of East Lane.
- Phase 2 of the Elysian Subdivision will construction a 12" water main in Leatherneck Lane from the southern boundary of Lots 3 and 4 to the intersection with Elysian Road. The water main extension will run in Elysian Road along Lot 3 and Lot 4 frontage.
- If an SID for Elysian Road is created, Lots 3 and 4 will be assessed for half of the construction of the water main fronting their property. If the SID is not created prior to development of Lots 3 and 4, construction of the water main will be required along their respective frontage at the time of development. Subdivider can enter into a reimbursement agreement with the City for half of the construction.

B. Sanitary Sewer

- Each lot is to be served by City of Billings through a sewer main extension. Phase 1 of Elysian Subdivision will construct a 12" sewer main in Leatherneck Lane north from Tun Tavern Road intersection to the northern boundary of Lots 2 and 5.
- Phase 2 of the Elysian Subdivision will construction a 12" sewer main in Leatherneck Lane from the southern boundary of Lots 3 and 4 to the intersection with Elysian Road. The sewer main extension will run in Elysian Road along Lot 3 and Lot 4 frontage.
- If an SID for Elysian Road is created, Lots 3 and 4 will be assessed for half of the construction of the sewer main fronting their property. If the SID is not created prior to development of Lots 3 and 4, construction of the sewer main will be required along their respective frontage at the time of development. Subdivider can enter into a reimbursement agreement with the City for half of the construction.

C. Power, Telephone, Gas, and Cable Television

Northwestern Energy, Montana-Dakota Utilities Company, Spectrum, and Direct are utilities that will be available at this site. All Private utilities will be located underground within the adjacent street rights-of-way or utility easement.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed Elysian Subdivision, as this is a minor subdivision [MCA 76-3-621(3)(e)].

VIII. IRRIGATION

There is currently an irrigation ditch adjacent to the property within the Shackelford Lane right-of-way to the west of Lot 1, at the intersection with Tub Tavern Road. Any improvements to Shackelford Lane will require modifications to the irrigation ditch. Subdivider shall obtain approval from ditch owner for said modifications.

IX. SOILS/GEOTECHNICAL STUDY

A soils/geotechnical study was completed by Rimrock Engineering, Inc dated March 8th, 2023. This geotechnical study covers the subdivision infrastructure and the development on Lot 1. The Geotechnical Study suggests that individual geotechnical reports be completed prior to development of Lots 2 through 5 of the subdivision.

X. PHASING OF IMPROVEMENTS

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

Phase 1

- Lots 1, 2, and 5
- Completed roads: Shackelford Lane, Tun Tavern Road, and Leatherneck Lane to the northern boundary of Lot 2 and Lot 5.
- Shall be opened immediately upon preliminary plat approval.

Phase 2

- Lots 3 and 4
- Completed roads: Remainder of Leatherneck Lane, frontage improvements on Elysian Road if no SID is in place at the time of development.
- Shall be opened on June 1, 2028.

B. The Subdivider does not desire to commence development of Phase 2 improvements within the subdivision at this time, but does desire to file the approved final plat for Elysian Subdivision. In accordance with the foregoing, the Subdivider and the City agree as follows:

a. Improvements for Phase 2 shall be installed by the Subdivider in the future. The Subdivider agrees not to sell or convey lots encumbered by Phase 2 without the improvements being completed or financially secured.

The foregoing provisions shall not restrict the Subdivider's right to sell and convey, lots in Phase 1 or sell and convey, as one unit, all lots in the Subdivision, however, the sale and transfer within this agreement have been met. Pursuant to this agreement, the Subdivider shall execute and record a Declaration of Restrictions on Transfers and Conveyances for said lots identified in Phase 2. Said declaration notifies all third parties that said lots may not be legally sold, conveyed or transferred (except as provided above).

XI. FINANCIAL GUARANTEES

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

XII. LEGAL PROVISIONS APPLYING THE SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors and 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" Development 55, LLC.

_____
Joe Easton, Development Director of
Development 55, LLC.

STATE OF MONTANA)
: ss
County of _____)

On this_____day of_____, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Joe Easton, Development Director of Development 55, LLC. who executed the foregoing instrument and acknowledged to me that he executed the same.

SS_____

[Left intentionally blank additional signatures on 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 MONTANA)
: ss
County of Yellowstone)

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_____

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

CITY OF
Billings
MAYOR'S OFFFICE

IMEG
175 N 27th Street
Billings, MT 59101

Dear Applicant:

On May 22, 2023, the Billings City Council conditionally approved the preliminary plat of Elysian Subdivision 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. To protect public health and safety and provide the area with roads that can handle increased traffic, prior to final plat, the applicant will include the percentage of proportional contribution to roads and intersections in the SIA under the heading III Transportation. Any road work that need to be done prior to final plat will be done as required by the TIS and reviewed and approved by City of Billings Engineering.
3. To protect public health and safety and as required by City of Billings Subdivision Regulations, prior to final plat approval, the applicant will provide road names on the final plat that have been approved by City Land Management. Section 23-406 Street and Roads A 15.
4. To protect public health and safety, prior to final plat approval, the subdivider shall provide and construct a minimum of 3 pedestrian connection to the Elysian School property. The SIA shall be updated to describe these connections, and they shall be depicted on the final plat.
5. To provide for mail delivery to the future land owners, businesses and or residents, prior to final plat approval, the applicant will coordinate with the USPS for locating a Central Box Unit (CBU) and providing enough space for safe delivery and retrieval of mail.
6. 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.
7. 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

May 22, 2023

Sincerely,

William A. Cole

William A. Cole, Mayor

City Council Regular

Date:	08/14/2023
Title:	Cemetery Fee Increase
Presented by:	Brandon Schmidt
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends motion to approve resolution adjusting Mountview Cemetery's fees.

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

Mountview Cemetery is supplemented by the General Fund by an average of $360k / annually.
Current level of funding allows staff to apply best practice maintenance standards, as well as small improvement projects.
Resolution submitted to increase Mountview Cemetery fees/prices 10%/year, each of the next 5 years, in order to decrease the cemetery reliance on the general fund.

Proposal presented to finance committee on 7/12/2023. Committee indicated it would recommend approval of proposed cemetery fees.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

- With no change to cemetery prices we can expect to continue to operate with a $360k deficit
- A 10% increase reduces deficit to $352k, 50% increase to a $307k deficit, 400% increase for full cost recovery, assuming sales remain consistent.
- Propose decrease in cost of infant graves and infant burials. With an average of less than one infant burial/year, proposed decrease would have a negligible effect on cemetery revenue.
- Proposed new fee for second rite of interment (burial of cremains on a relatives grave) estimated to generate $7k/year.
- Proposed vault sales/access fee estimated to generate $8k-$20k/year

SUMMARY

Recommend approval of cemetery fee resolution which will increase cemetery fees and implement additional service fees. With these changes, it is estimated the cemetery budget deficit would decrease from $360k to $285k by FY29.

Attachments

RES 20-10893
Proposed Resolution
Cemetery Fee Comparisons

RESOLUTION 20-10893

A RESOLUTION REVISING FEES FOR PURCHASE OF GRAVESITES AND NICHES, AND FEES FOR SETUP AND OTHER SERVICES IN THE CITY OF BILLINGS MOUNTVIEW CEMETERY; REPEALING RESOLUTION 16-10569

WHEREAS, the City of Billings provides for the purchase of gravesites, niches, setup, and other services in the City of Billings Mountview Cemetery; and

WHEREAS, all cemetery fees and prices are established by City Council resolution as required by Section 8-334(f), BMCC; and

WHEREAS, fees were last set in July 1, 2016. The cost of providing services continually increases necessitating fee adjustments; and

WHEREAS, Resolution 16-10569 is hereby repealed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. The price for graves and niches in the Mountview Cemetery, which include a thirty-five percent (35%) perpetual care cost, are:

a. Full size traditional grave	$855.00
b. Cremation section grave	$475.00
c. Section 12 grave	$1,455.00
d. Infant section grave	$310.00
e. Landmark Columbarium	
i. Row D single niche	$1,210.00
ii. Row C single niche	$1,150.00
iii. Row B single niche	$1,090.00
iv. Row A single niche	$1,030.00
f. Urn Columbaria North and South	
i. Row A & N single niche	$615.00
ii. Row B & M single niche	$640.00
iii. Row C & L single niche	$670.00
iv. Row D & K single niche	$700.00
v. Row E-J single niche	$735.00
vi. Row B & M companion niche	$990.00
vii. Row C & L companion niche	$1,045.00
viii. Row K & K companion niche	$1,095.00
ix. Row E-J companion	$1,155.00
g. Simplicity Columbarium	

i.	Row A single niche	$1,155.00
ii.	Row A companion niche	$1,400.00
iii.	Row B single niche	$1,130.00
iv.	Row B companion niche	$1,270.00
v.	Row C single niche	$1,100.00
vi.	Row D single niche	$1,070.00
vii.	Row E single niche	$1,040.00

2. Opening, closing and setup for a full size traditional grave shall include a lowering device and tent. A discount shall be issued, except in the mausoleum, when a tent is impractical to set up for all ground burials. The opening, closing and setup for cremations and infant burials do not include a lowering device, but do include artificial turf, tent and a stand for either the baby casket or urn. The fees for opening, closing and setups during normal business hours are:

a.	Full size traditional setup	$550.00
b.	Cremation burial setup	$380.00
c.	Infant burial setup	$325.00
d.	Columbarium setup	$225.00

3. The normal cemetery business hours for burial services are from 9:00 AM to 3:30 PM, Monday through Friday. For burial services that start after 3:30 PM on Monday through Friday or after 2:00 PM on Saturday, a late overtime fee of $325 will be charged. The minimum late overtime charge is $325.

   Normal Saturday overtime fees will be charged for burials scheduled between 9:00 AM and 2:00 PM and they are:

a.	Saturday traditional setup	$1,130.00
b.	Saturday cremation burial setup	$785.00
c.	Saturday infant burial setup	$625.00
d.	Saturday columbarium setup	$290.00

4. The Veteran Sections of the cemetery are special purpose areas. For that reason the city does not make a charge for the grave or niche space, but other charges are issued to compensate for opening, closing, setup, tent, curbing, engraving of the columbarium and flower container. The fees for burial or inurnment in the veteran section are:

a.	Traditional Veteran burial setup	$805.00
b.	Saturday traditional Veteran burial	$1,385.00
c.	Cremation Veteran burial setup	$635.00
d.	Saturday cremation Veteran burial	$1,040.00
e.	Veteran Columbarium setup	$540.00
f.	Saturday Veteran Columbarium setup	$590.00

5. Other charges made for services provided by the cemetery are:

a.	Requested tent setup	$135.00

b.	Tent discount for traditional setup	$50.00
c.	Flower container	$45.00
d.	Disinterment of casket and vault	$1,300.00
e.	Disinterment from mausoleum	$640.00
f.	Disinterment of buried urn	$545.00
g.	Disinterment of infant grave	$545.00
h.	Veteran curbing	$210.00
i.	Direct burial urn	$240.00
j.	Direct burial casket	$450.00

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 13th day of July, 2020.

CITY OF BILLINGS

By: William A Cole
William A. Cole, Mayor

ATTEST:

By: Denise R. Bohlman
Denise R. Bohlman, City Clerk

Mountview Cemetery Fees as of July 1, 2016

1. The prices for graves and niches in the Mountview Cemetery which include a thirty-five per cent (35%) perpetual care cost, are:

a. Full size traditional grave	$765.00
b. Cremation section grave	$430.00
c. Baby section grave	$280.00
d. Landmark Columbarium	
(1) Row D single niche	$1,105.00
(2) Row C single niche	$1,050.00
(3) Row B single niche	$990.00
(4) Row A single niche	$935.00
e. Urn Columbaria North and South	
(1) Rows A & N single niche	$560.00
(2) Rows B & M single niche	$575.00
(3) Rows C & L single niche	$605.00
(4) Rows D & K single niche	$630.00
(5) Rows E thru J single niche	$665.00
(6) Rows B & M companion	$880.00
(7) Rows C & L companion	$960.00
(8) Rows D & K companion	$995.00
(9) Rows E thru J companion	$1,050.00
f. Simplicity Columbarium	
(1) Row A single niche	$1,050.00
(2) Row A companion niche	$1,275.00
(3) Row B single niche	$1,025.00
(4) Row B companion niche	$1,150.00
(5) Row C single niche	$1,025.00
(6) Row D single niche	$970.00
(7) Row E single niche	$940.00
g. Section 12 traditional grave	$1,320.00

2. Opening, closing and setup for a full size traditional grave shall include a lowering device and tent. A discount shall be issued, except in the mausoleum, when a tent is impractical to set up for all ground burials. The opening, closing and setup for cremations and infant burials do not include a lowering device, but do include artificial turf, tent and a stand for either the baby casket or urn. The fees for opening, closing and setups during normal business hours are:

a. Full size traditional setup $495.00

b. Cremation burial setup $360.00

c. Infant burial setup $295.00

d. Columbarium setup $190.00

3. The normal cemetery business hours for burial services are from 9:00 AM to 4:00 PM, Monday through Friday. For burial services that start after 4:00 PM on Monday through Friday or after 2:00 PM on Saturday, a late overtime fee of $300 will be charged. The minimum late overtime charge is $300.

A normal Saturday overtime fee will be charged for burials scheduled between 9:00 AM and 2:00 PM and they are:

a. Saturday traditional setup $1,030.00

b. Saturday cremation burial setup $715.00

c. Saturday infant burial setup $560.00

d. Saturday columbarium setup $290.00

4. The Veteran Sections of the cemetery are special purpose areas. For that reason the city does not make a charge for the grave or niche space, but other charges are issued to compensate for opening, closing, setup, tent, curbing, engraving of the columbarium and flower container. A veteran's cremains may ~~not~~ be buried in a traditional full size veteran grave. The fees for burial or inurnment in the veteran section are:

a. Traditional veteran burial setup $715.00

b. Saturday traditional veteran burial $1,250.00

c. Cremation veteran burial setup $580.00

d. Saturday cremation veteran burial $935.00

e. Veteran Columbarium setup $485.00

f. Saturday Veteran Columbarium setup $535.00

5. Other charges made for services provided by the cemetery are:

a. Requested tent setup $120.00

b. Discount of tent for traditional setup $45.00

c. Flower Container $35.00

d. Disinterment of casket and vault $1,165.00

e. Disinterment from mausoleum	$580.00
f. Disinterment of buried urn	$495.00
g. Disinterment of infant grave	$495.00
h. Veteran Curbing	$185.00

RESOLUTION 23-_____

A RESOLUTION REVISING FEES FOR PURCHASE OF GRAVESITES AND NICHES, AND FEES FOR SETUP AND OTHER SERVICES IN THE CITY OF BILLINGS MOUNTVIEW CEMETERY; REPEALING RESOLUTION NO. 20-10893

WHEREAS, the City of Billings provides for the purchase of gravesites, niches, setup, and other services in the City of Billings Mountview Cemetery; and

WHEREAS, all cemetery fees and prices are established by City Council resolution as required by Section 8-334(f), BMCC; and

WHEREAS, fees were last set in July 13, 2020. The cost of providing services continually increases necessitating fee adjustments; and

WHEREAS, Resolution 20-10893 is hereby repealed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. The price for graves and niches in the Mountview Cemetery, which include a thirty-five percent (35%) perpetual care cost, are:

a. Full size traditional grave	$940.00
b. Cremation section grave	$520.00
c. Section 12 grave	$1,600.00
d. Infant section grave	$310.00
e. Landmark Columbarium	
i. Row D single niche	$1,330.00
ii. Row C single niche	$1,265.00
iii. Row B single niche	$1,200.00
iv. Row A single niche	$1,130.00
f. Urn Columbaria North and South	
i. Row A & N single niche	$680.00
ii. Row B & M single niche	$705.00
iii. Row C & L single niche	$740.00
iv. Row D & K single niche	$770.00
v. Row E & J single niche	$810.00
vi. Row B & M companion niche	$1,090.00
vii. Row C & L companion niche	$1,150.00
viii. Row D & K companion niche	$1,205.00

ix.	Row E & J companion	$1,270.00

g. Simplicity Columbarium

i.	Row A single niche	$1,270.00
ii.	Row A companion niche	$1,540.00
iii.	Row B single niche	$1,245.00
iv.	Row B companion niche	$1,400.00
v.	Row C single niche	$1,210.00
vi.	Row D single niche	$1,180.00
vii.	Row E single niche	$1,145.00

2. Opening, closing and setup for a full size traditional grave shall include a lowering device and tent. A discount shall be issued, except in the mausoleum, when a tent is impractical to set up for all ground burials. The opening, closing and setup for cremations and infant burials do not include a lowering device, but do include artificial turf, tent and a stand for either the baby casket or urn. The fees for opening, closing and setups during normal business hours are:

a.	Full size traditional setup	$605.00
b.	Cremation burial setup	$420.00
c.	Infant burial setup	$200.00
d.	Columbarium setup	$250.00

3. The normal cemetery business hours for burial services are from 9:00 AM to 3:00 PM, Monday through Friday. For burial services concluding after 3:00 PM on Monday through Friday or after 2:00 PM on Saturday, a late overtime fee of $360 will be charged. The minimum late overtime charge is $360.

   Normal Saturday overtime fees will be charged for burials between 9:00 AM and concluding by 2:00 PM and they are:

a.	Saturday traditional setup	$1,245.00
b.	Saturday cremation burial setup	$865.00
c.	Saturday infant burial setup	$560.00
d.	Saturday columbarium setup	$320.00

4. The Veteran Sections of the cemetery are special purpose areas. For that reason the city does not make a charge for the grave or niche space, but other charges are issued to compensate for opening, closing, setup, tent, curbing, engraving of the columbarium and flower container. The fees for burial or inurnment in the veteran section are:

a.	Traditional Veteran burial setup	$885.00
b.	Saturday traditional Veteran burial	$1,500.00
c.	Cremation Veteran burial setup	$700.00
d.	Saturday cremation Veteran burial	$1,145.00
e.	Veteran Columbarium setup	$595.00
f.	Saturday Veteran Columbarium setup	$650.00

5. Other charges made for services provided by the cemetery are:

a.	Requested tent setup	$150.00
b.	Tent discount for traditional setup	$50.00
c.	In ground vase	$50.00
d.	Brass vase for mausoleum	$145.00
e.	Disinterment of casket and vault	$1,430.00
f.	Disinterment from mausoleum	$705.00
g.	Disinterment of buried urn	$600.00
h.	Disinterment of infant grave	$600.00
i.	Veteran curbing	$230.00
j.	Direct burial urn	$265.00
k.	Direct burial casket	$495.00
l.	Monument permit	$75.00
m.	Second right of internment	$200.00
n.	Burial vault	$1000.00
o.	Vault access fee	$200.00
p.	In lieu of vault	$700.00
q.	Contract for Deed admin fee	$75.00
r.	Monument edging	$75.00
s.	Monument vase re-attachment	$50.00

6. On July 1st all listed Cemetery fees will increase by 10 percent through year 2027.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the _____ day of _____, 2023.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

						Billings Cemeterys			Montana Cemeterys		
Description	**2020 Fee**	**10% Increase**	**50% Increase**	**400% Increase Full Cost Recov**	**notes**	**Sunset Memorial Cost**	**Yellowstone Valley Memorial park**	**Terrace Gardens**	**Missoula**	**Great Falls**	**Bozeman**
Graves:							***Graves:***			***Graves:***	
Full size traditional grave	$ 855.00	$ 940.00	$ 1,280.00	$ 3,420.00		$1245-$4995	$1086-$2116	$765	$819	$650-$1000	$1,672
Cremation grave	$ 475.00	$ 520.00	$ 710.00	$ 1,900.00		$600	$529-$690	$445		$690	$1,254
Section 12 grave	$ 1,455.00	$ 1,600.00	$ 2,180.00	$ 5,820.00							
Infant grave	$ 310.00	$ 310.00	$ 310.00	$ 310.00			$443	$590	free	$115	$126
Landmark Columbarium:							***Cremation Niches:***			***Cremation Niches:***	
Row D	$ 1,210.00	$ 1,330.00	$ 1,815.00	$ 4,840.00	Prices includes weekday, business hour opening/closing fee. One (1) flower conatiner available for $50.		$3,590	All cremation niches are $2370			$1,001
Row C	$ 1,150.00	$ 1,265.00	$ 1,725.00	$ 4,600.00			$3,590				
Row B	$ 1,090.00	$ 1,200.00	$ 1,635.00	$ 4,360.00			$2,992				
Row A	$ 1,030.00	$ 1,130.00	$ 1,545.00	$ 4,120.00			$2,992				
Urn Columbaria North and South:					Prices for N/S niches includes opening/closing cost for a weekday busness hour opening. It also includes and urn and bronze name plate. No flower container available.						
A & N Single	$ 615.00	$ 680.00	$ 925.00	$ 2,460.00							
B & M Single	$ 640.00	$ 705.00	$ 960.00	$ 2,560.00							
C & L Single	$ 670.00	$ 740.00	$ 1,005.00	$ 2,680.00					$819	$890-$2330	
D & K Single	$ 700.00	$ 770.00	$ 1,050.00	$ 2,800.00							
E-J Single	$ 735.00	$ 810.00	$ 1,100.00	$ 2,940.00							
B & M Comp	$ 990.00	$ 1,090.00	$ 1,485.00	$ 3,960.00							
C & L Comp	$ 1,045.00	$ 1,150.00	$ 1,570.00	$ 4,180.00					$1170-$1638	$990-$2780	
D & K Comp	$ 1,095.00	$ 1,205.00	$ 1,650.00	$ 4,380.00							
E - J Comp	$ 1,155.00	$ 1,270.00	$ 1,735.00	$ 4,620.00							
Simplicity Columbarium:					Prices for glass front niches includes weekday, business hour opening/closing fee for two (2) urns. One (1) flower conatiner available for $145.						
Row A Single	$ 1,155.00	$ 1,270.00	$ 1,730.00	$ 4,620.00							
Row A Comp	$ 1,400.00	$ 1,540.00	$ 2,100.00	$ 5,600.00							
Row B Single	$ 1,130.00	$ 1,245.00	$ 1,695.00	$ 4,520.00							
Row B Comp	$ 1,270.00	$ 1,400.00	$ 1,905.00	$ 5,080.00							
Row C Single	$ 1,100.00	$ 1,210.00	$ 1,650.00	$ 4,400.00							
Row D Single	$ 1,070.00	$ 1,180.00	$ 1,605.00	$ 4,280.00							
Row E Single	$ 1,040.00	$ 1,145.00	$ 1,560.00	$ 4,160.00							
Business Hour Opening/Closing Fee:							***Business Hour Opening/Closing Fee:***			***Business Hour Opening/Closing Fee:***	
Full size traditional setup	$ 550.00	$ 605.00	$ 825.00	$ 2,200.00		$950	$1,125	$650	$585	$980	$843
Cremation burial setup	$ 380.00	$ 420.00	$ 570.00	$ 1,520.00		$620	$545	$350	$409	$445	$421
Infant burial setup	$ 325.00	$ 200.00	$ 200.00	$ 200.00		$950	$635	$650	free	$218	$169
Columbarium setup	$ 225.00	$ 250.00	$ 340.00	$ 900.00			included in price	included in price		$185	$211
Overtime charge outside of business hours	$ 325.00	$ 360.00	$ 490.00	$ 1,300.00					$398		
Saturday Setup Fees:							***Saturday Setup Fees:***			***Saturday Setup Fees:***	
Full size traditional setup	$ 1,130.00	$ 1,245.00	$ 1,695.00	$ 4,520.00		$1,200	$1,470	$800	$983-$1258	$1165 + OT	$1,212
Cremation burial setup	$ 785.00	$ 865.00	$ 1,180.00	$ 3,140.00		$820	$890	$500	$807-$1082	$383-$512 + OT	$601
Infant burial setup	$ 625.00	$ 560.00	$ 560.00	$ 560.00		$1,200	$980	$800	$398-$673	$272-$327 + OT	$242
Columbarium setup	$ 290.00	$ 320.00	$ 435.00	$ 1,160.00			$345			$260-$338 + OT	$316

Veteran Section Fees:						***Veteran Section Fees:***			***Veteran Section Fees:***			
Full size traditional setup	$ 805.00	$ 885.00	$ 1,210.00	$ 3,220.00								
Saturday full size traditional setup	$ 1,385.00	$ 1,500.00	$ 2,080.00	$ 5,540.00	Cost includes Opening/closing, flower container, curbing							
Cremation burial setup	$ 635.00	$ 700.00	$ 955.00	$ 2,540.00								
Saturday cremation burial setup	$ 1,040.00	$ 1,145.00	$ 1,560.00	$ 4,160.00								
Columbarium setup	$ 540.00	$ 595.00	$ 810.00	$ 2,160.00								
Saturday columbarium setup	$ 590.00	$ 650.00	$ 885.00	$ 2,360.00	Cost includes opening/closing, flower container, engraving							
Other Charges:						***Other Charges:***			***Other Charges:***			
Tent Rental	$ 135.00	$ 150.00	$ 202.50	$ 540.00								
In ground vase	$ 45.00	$ 50.00	$ 70.00	$ 180.00								
Brass flower containers for Simplicity Niches	$ 125.00	$ 140.00	$ 190.00	$ 500.00				$350				
Disinterment casket/vault	$ 1,300.00	$ 1,430.00	$ 1,950.00	$ 5,200.00		$1,900	$2,020		$1,755	$3,200	$2,528	
Disinterment from mausoleum	$ 640.00	$ 705.00	$ 960.00	$ 2,560.00					$351			
Disinterment of buried urn	$ 545.00	$ 600.00	$ 820.00	$ 2,180.00		$850	$665		$702	$825	$1,264	
Disinterment of infant grave	$ 545.00	$ 600.00	$ 820.00	$ 2,180.00		$1,900	$2,020			$1,000	$506	
Veteran curbing	$ 210.00	$ 230.00	$ 315.00	$ 840.00								
Direct burial urn	$ 240.00	$ 265.00	$ 360.00	$ 960.00		$425						
Direct burial casket	$ 450.00	$ 495.00	$ 675.00	$ 1,800.00		$425						
Monument fee - single	$ 35.00	$ 75.00	$ 100.00	$ 140.00		$75	$120		$117		$32	
Monument fee - double	$ 45.00	$ 75.00	$ 100.00	$ 180.00		$75	$140		$117		$32	
Second Rite of Interment		$ 200.00	$ 200.00	$ 200.00		$298		$100	$468	$150	$316	
Polygaurd Atlas Burial Vault		$ 1,000.00	$ 1,000.00	$ 1,000.00		$2,100		$1,500	$702	$605		
Vault Access Fee		$ 200.00	$ 200.00	$ 200.00					$292	$175		
In lieu of vault		$ 700.00	$ 700.00	$ 700.00							$737	
Monument Edging		$ 75.00	$ 75.00	$ 75.00								
Monument Vase re-attachment		$ 50.00	$ 50.00	$ 50.00								
Contract for deed administration fee		$ 75.00	$ 75.00	$ 75.00								

City Council Regular

Date:	08/14/2023
Title:	City Zone Change 1032 â€“ Northeast of Billings Airport â€“ A to Public 2 - Second Reading
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-23-00119

RECOMMENDATION

The Zoning Commission recommended approval and adoption of the findings of the 10 review criteria for Zone Change 1032. The City Council approved the zone change on first reading on July 24, 2023. 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)

A zone change request from Agricultural-General (A) to Public 2 (P2) on Tract C of Certificate of Survey No. 3795, a 72.77 acre parcel of land. There is a concurrent petition for annexation. Tax ID: D05250B

This zone change request is to allow the annexation of city-owned land adjacent to the Billings Logan International Airport and bring all current airport property into the City Limits. A requirement for all annexations into the city is the property must have a zoning designation recognized by the City Zoning Code. The property is currently zoned Agriculture which is not a zone recognized by the city, therefore requiring a zone a change.

APPLICATION DATA

OWNER: City of Billings
AGENT: City of Billings Administration and Airport
LEGAL DESCRIPTION: Tract C of Certificate of Survey No. 3795
ADDRESS: N/A
CURRENT ZONING: Agriculture (A) (County)
EXISTING LAND USE: Vacant
PROPOSED USE: Airport Facilities
SIZE OF PARCEL: 72.77 gross net acres

CONCURRENT APPLICATIONS:

Petition for Annexation 23-05

SURROUNDING ZONING AND LAND USE:

NORTH: Zoning: Agriculture (A)
Land Use: Vacant Land
SOUTH: Zoning: Public 2 (P2)
Land Use: Airport Terminal
EAST: Zoning: Agriculture (A)
Land Use: Vacant
WEST: Zoning: Public 2 (P2)
Land Use: Airport Runway

Once property is under airport ownership, airports are required by federal grant assurances to utilize airport property to generate the maximum revenue possible to make the airport self-sufficient. To generate the maximum amount of revenue from airport property, while protecting the operation of the airport, it is necessary to have the appropriate zoning and it is in the best interest of the airport to have all airport property within the City limits for full access to City services and governance over the land. The requested annexation will bring all current airport property into the City limits.

STAKEHOLDERS

The Zoning Commission is required to hold a public hearing prior to making a recommendation to City Council. The City Council will hold a subsequent hearing when considering the Zoning Commission's recommendation. The

Hearing(s) are advertised in the Yellowstone County News. No surrounding owners contacted the Planning staff prior to the writing of this report.

Zoning Commission
The Zoning Commission conducted a public hearing on July 11 and received the staff recommendation at which there was no public testimony. Zoning Commissioner Gross inquired on the property ownership of the adjacent property to the north of the subject parcel, which was still under the ownership of Alkali Timbers LLC. There was no additional discussion. The public hearing was closed and Commission member Daniel Brooks made a motion to recommend approval and adoption of the findings of the ten review criteria for Zone Change 1030. The motion was seconded by Commission member Trina White and was approved on a 4 to 0 vote.

City Council Public Hearing
The City Council conducted a public hearing on July 24, 2023, and received the Zoning Commission Recommendation. Airport Director Jeff Roach provided commentary on the necessity of the annexation and zone change and the benefit to airport. Council Member Boyett inquired if there were any intentions to develop the annexed properties, to which Director Roach responded in the negative. Council Member Neese inquired if the annexed areas are available for development, with Director Roach responding that certain portions of the annexed ares could be developed, but most of the area is dedicated to secure airspace. Mayor Cole then inquired if the airport could support metropolitan travel volume, citing the limited space to expand and growth figures for the City of Billings, and if relocating the airport would be ultimately necessary. Director Roach mentioned the airport has an excess of airport infrastructure and the airport may acquire additional properties in the future to facilitate growth. Council Member Purinton requested clarification whether the properties were all city owned. No other testimony was received. Council Member Boyett 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 Neese, and the motion was approved on a unanimous vote.

ALTERNATIVES
The City Council may:

- Approve and adopt of the findings of the ten review criteria for Zone Change 1032; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1032; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the zone change request.

FISCAL EFFECTS
Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

SUMMARY
Prior to any decision, the City Council shall consider the proposed findings of the ten review criteria as recommended by the Zoning Commission:

1. Is the new zoning designed in accordance with the Growth Policy?
The proposed zoning does conform to the following City of Billings 2016 Growth Policy and guidelines:
Essential Investments (relating public and private expenditures to public values)
The safety of all users and the connectivity of the transportation system are important criteria to consider in roadway designs and transportation plans
Infill development and development near existing City infrastructure may be the most cost-effective.
Infrastructure and service investments that stabilize or improve property values, secure future utility costs, consider maintenance costs, and improve our environmental quality far into the future (i.e. energy efficient) are desirable
Prosperity (promoting equal opportunity and economic advancement)
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 dangers?
The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations to provide security from fire and other dangers. Buildings developed within the city limits will comply with building and fire safety codes.

3. Whether the new zoning will promote public health, public safety and general welfare?
Yes, this zone change will provide for the future safety of the airport and airspace above it. The P2 zoning will enable the City to add to its service facilities.

4, Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: Tract C of Certificate of Survey No. 3795 is accessible from the fire access road along Billings-Logan International-Airport, but otherwise has no public access. Because this is airport controlled property security is important. The lack of other public access is not a concern.
Water and Sewer: The City will provide water and sewer to the property if facilities requiring them are developed, however, there are no plans for development. There will be no significant or unexpected impacts to the system from the proposed changes. The City has anticipated growth and the impact on City infrastructure to both water and sewer.
Schools and Parks: Schools and parks may be effected by the proposed zone change and development of a new city neighborhood depending on the potential residents. The School district did not provide any comments.
Fire and Police: The subject property is served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5. Will the new zoning provide adequate light and air?
The proposed zoning would require minimum setbacks, maximum building heights and maximum lot coverage. These requirements should allow adequate light and air to reach the subject property and adjacent properties.

6. Will the new zoning effect motorized and non-motorized transportation?
The proposed zoning itself will not generate more traffic on any of the adjacent streets; there is no public access to the site. And the zone change does not contemplate additional development at this time.

7. Will the new zoning promote compatible urban growth?
The proposed zone change will not negatively impact urban growth. The parcel will continue to be used in support of airport facilities.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed development continues the character of the district. The surrounding properties are similarly zoned P2, as is the rest of the airport campus. Other surrounding parcels are vacant lots with Agricultural zoning.

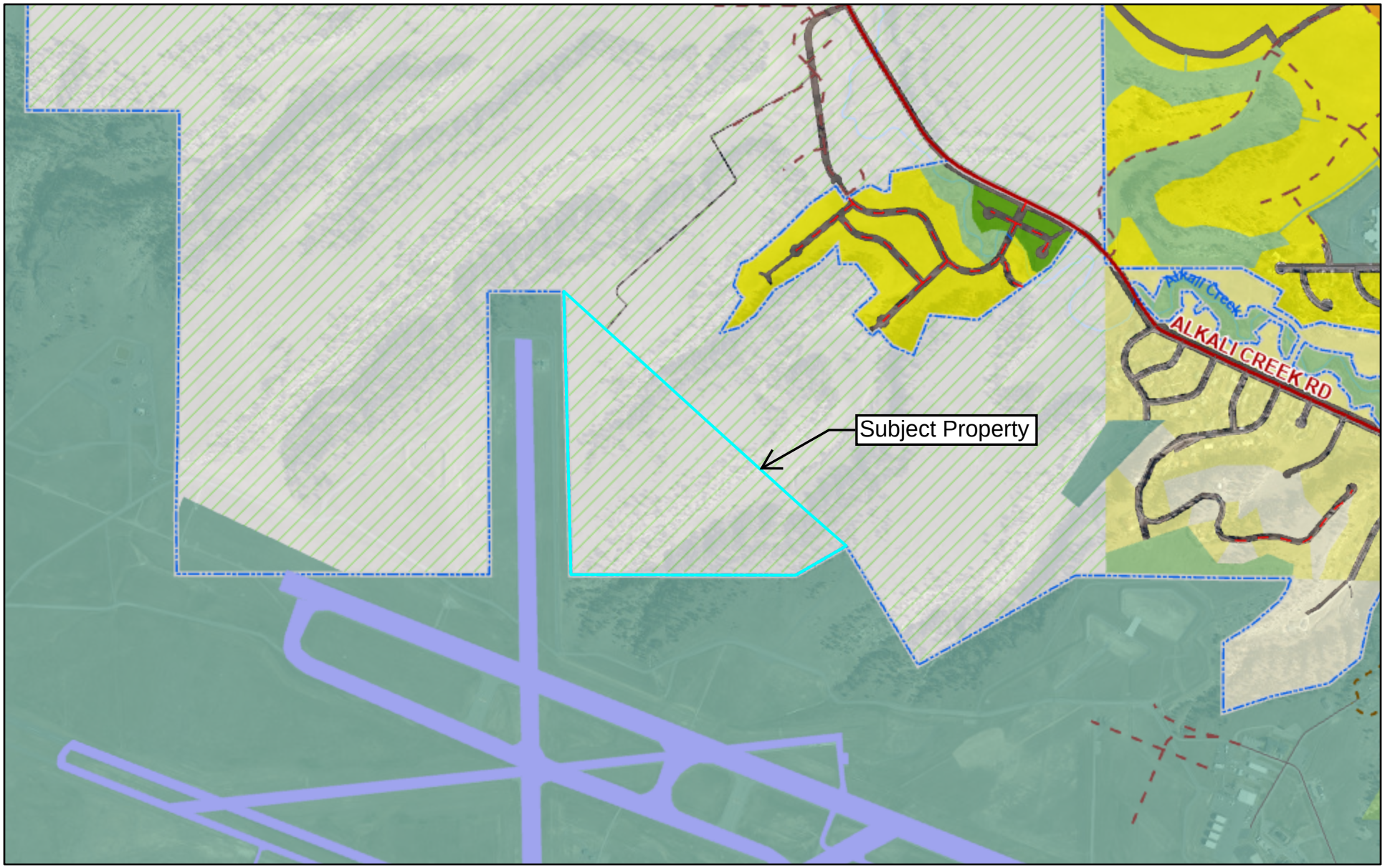
9. Will the new zoning conserve the value of buildings?
The new zoning is not expected to alter the value of any buildings in the area. Any development of the properties will need to meet the applicable site development requirements in the zoning code, including landscaping, screening, building heights and setbacks for the applicable commercial or residential district.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning does encourage the most appropriate use of land in this area of the City. This parcel is already owned by the Billings-Logan International Airport, and the zone change will reflect is existing and future public infrastructure use.

Attachments

Zoning Map and Site Photos
Petition
Zoning History
Zoning Ordinance

ArcGIS Web Map



6/26/2023, 9:31:54 AM

Billings - County Zoning

- A - Agriculture (10+ acres)*
- N3 - Suburban Neighborhood
- N4 - Large Lot Surburban Neighborhood*
- NX1 - Mixed Residential 1 (1-4 du/structure)
- NX3 - Mixed Residential 3 (=/>5 du/structure)
- P1 - Open Space, Parks, Recreation
- P2 - Public- Civic, Institutional
- RR1 - Rural Residential (1 to 2.99 acres)*

1:20,160

0 500 1,000 2,000 ft

0 195 390 780 m

Web AppBuilder for ArcGIS

Closest available posting location near airport terminal.
Subject parcel is impossible to access via public right of way.

Looking eastbound toward Terminal Circle

Looking westbound toward Highway 3

CITY OF
Billings

P.O. Box 1178
Billings, MT 59103
P 406.657.8433
F 406.657.8390

January 9, 2023

MEMORANDUM

TO: Monica Plecker Planning Division Manager
Denise Bohlman, City Clerk

FROM: Chis Kukulski, City Administrator

SUBJECT: **ANNEXATION OF CITY OWNED AIRPORT PARCELS**

In accordance with the requirements of Montana Code Annotated (MCA) 7-2-4403, this memo is a request to annex into the incorporated limits of the City of Billings, properties owned by the City of Billings adjacent to the Airport, purchased by the Airport for the protection of the Airport. The property tax ID and legal description of the properties which are the subject for this annexation request are as follows:

72.77 acres located on the north side of the Airport better identified as Tract C, Certificate of Survey No. 3795; located in the southeast one-quarter (SE 1/4) and the southwest one-quarter (SW 1/4) of Section 19, Township 1 North, Range 26 east, Principal Meridian Montana, Yellowstone County, Montana. Tax ID - D05250B.

60.78 acres located on the west side of the Airport better identified as Lots 9, 10, and 12 of the Certificate of Survey 2037; located in the northeast one-quarter (NE 1/4) of Section 26, Township 1 North, Range 25 east of Principal Montana Meridian, Yellowstone County, Montana. Tax ID - DO4575.

Thank you for your assistance with this.

KP:mdb

cc: Chrono
Wyeth Friday, Planning Director
M. Burson
M. Herold

SUBJECT PROPERTY	Zone Change #	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
COS 3795, Tract C	**City ZC 1032**	July 24, 2023	Annexation of airport owned property	-	Not constructed "A" zone district
SURROUNDING PROPERTY	**Zone Change #**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
C/S 2037, HWY 3	City ZC 987	2/22/2021	A- Agriculture I1 (Light Industrial) and CX (Heavy Commerical)	Yes	"A" zone district
3648 AJ Way	City ZC 1026	6/12/2023	A- Agriculture to P3 – Public 3	Yes	National Guard Base
6014 S Billings Blvd	City ZC 993	7/12/2021	A- Agriculture to P2 – Public 2	Yes	"A" zone district
Billings Operation Center	City ZC 706	12/9/2002	A1 to Public and EGC	Yes	Currently P2 & CMU2

ORDINANCE 23-_____

**AN ORDINANCE OF THE CITY OF BILLINGS,
PROVIDING THE ZONE CLASSIFICATION ON C.O.S. 3795,
PARCEL C, 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 *Section 27-1628, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION.** **C.O.S. 3795, PARCEL C,** is presently zoned **Agricultural (A)** a county zone, and is shown on the official zoning map within this zone.

Section 3. ***ZONE DISTRICT AMENDMENT.*** The official zoning map is hereby amended and the zoning for **C.O.S. 3795, PARCEL C,** is hereby changed from **Agricultural (A)** as shown on the attached exhibit, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Public 2 (P2)**, as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law, or upon effective date of Resolution 23-_____ approving the annexation of the above territory, whichever is later.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 24th day of July, 2023.

PASSED, ADOPTED and APPROVED on second reading this 14th day of August, 2023

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1032 - COS 3795, Parcel C

City Council Regular

Date:	08/14/2023
Title:	Ward Boundary Expansion Ordinance Second Reading - Annexation 23-05
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-23-00094

RECOMMENDATION

Staff recommends the City Council approve this ordinance on second reading, adding recently annexed property to Ward I. City Council held a public hearing on July 24th and approved the ordinance on first reading. This second reading action would be consistent with first reading.

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

City election ward boundaries must be adjusted to conform to city limit amendments resulting from annexation of property into the City. The City Council approved the annexation of city owned property (Annexation #23-05) on July 24, 2023. The properties are legally described as Tracts 9, 10, and 12 of Certificate of Survey No. 2037, recorded December 23, 1980, under Document No. 1185840 on file and of record in the office of the Yellowstone County Clerk and Recorder and Tract C of Certificate of Survey No. 3795, recorded August 17, 2021, under Document No. 3985813 on file and of record in the office of the Yellowstone County Clerk and Recorder. The properties are west and north, respectively, of the Billings-Logan International Airport. Said annexation containing 133.55 gross net acres, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward I. Two readings are required for this action. The first reading and public hearing took place July 24. The Second Reading will occur at this meeting on August 14th, 2023

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward I, or;
- Disapprove adding the subject property to Ward I. Disapproval will not modify the boundary of the ward and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD I PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward I the following described real property:

Parcels of Land situated in the NE 1/4 of Section 26, T.1N., R.25E., Yellowstone County, Montana, more particularly described as follows:

Tracts 9, 10, and 12 of Certificate of Survey No. 2037, recorded December 23, 1980, under Document No. 1185840 on file and of record in the office of the Yellowstone County Clerk and Recorder.

Said annexation containing 60.783 gross net acres, more or less.

(# 23-05) See Exhibit "A" Attached

A parcel of Land situated in the SW 1/4 and the SE 1/4 of Section 19, T.1N., R.26E., Yellowstone County, Montana, more particularly described as follows:

Tract C of Certificate of Survey No. 3795, recorded August 17, 2021, under Document No. 3985813 on file and of record in the office of the Yellowstone County Clerk and Recorder.

Said annexation containing 72.77 gross net acres, more or less.

(# 23-05) See Exhibit "B" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 23-_____ approving the annexation of the above territory, whichever date is later.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

4. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

PASSED by the City Council on the first reading this 24th day of July, 2023.

PASSED by the City Council on the second reading this 14th day of August, 2023.

THE CITY OF BILLINGS:

_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#23-05)

EXHIBIT "A"

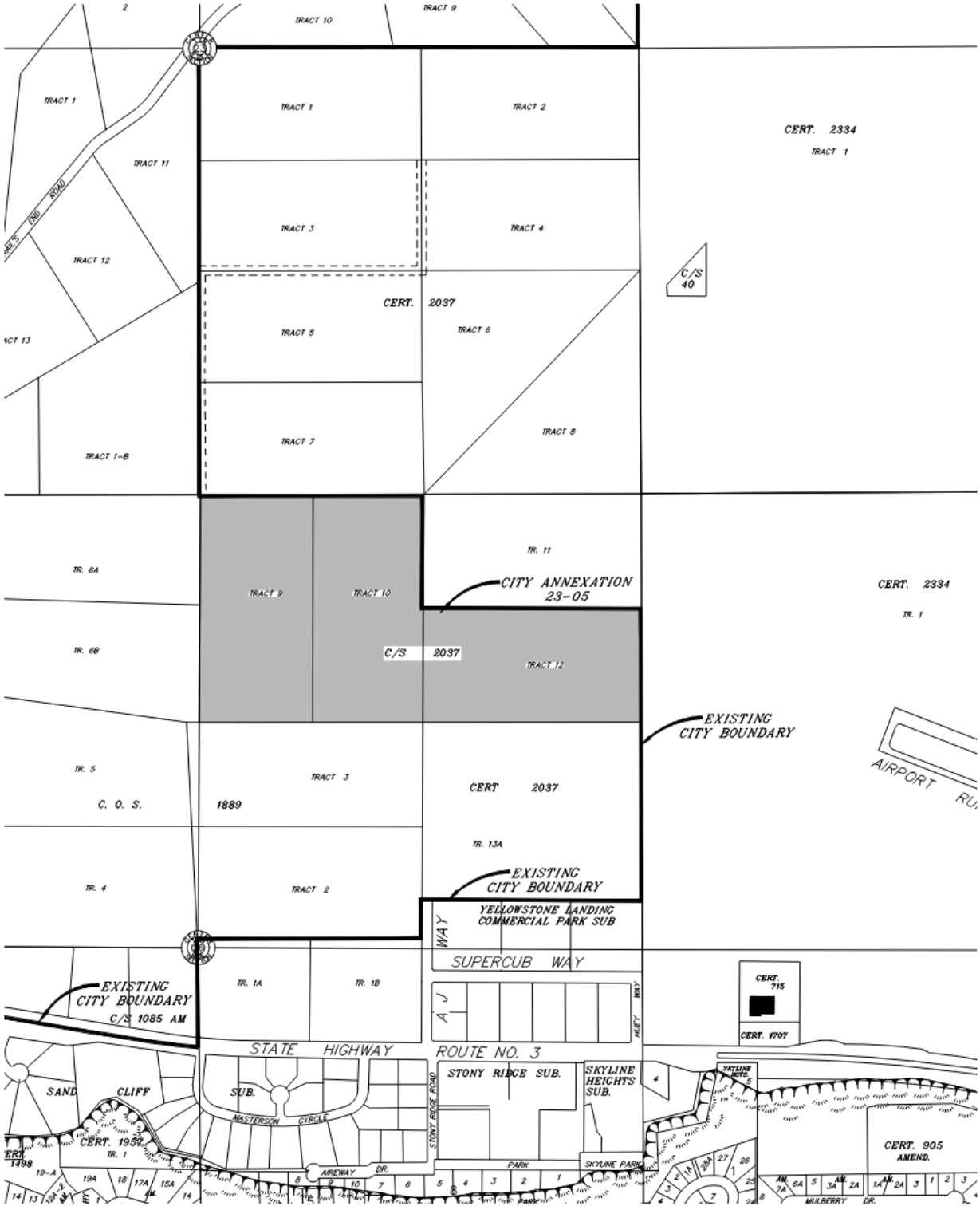
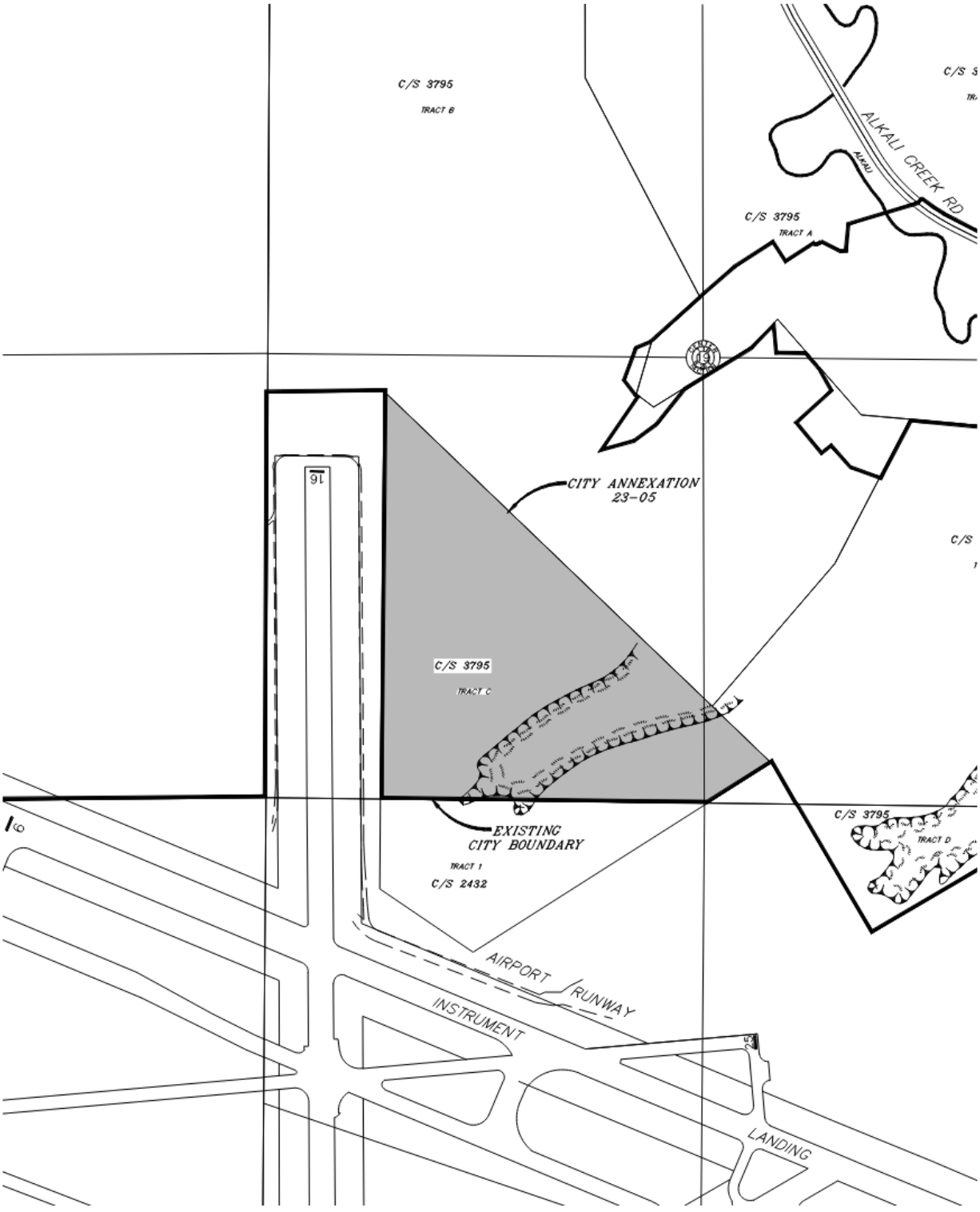

TRACT 10
TRACT 9
TRACT 1
TRACT 2
TRACT 11
TRACT 3
TRACT 4
TRACT 12
CERT. 2334
TRACT 1
C/S 40
CERT. 2037
TRACT 5
TRACT 6
TRACT 7
TRACT 8
TRACT 1-B
TR. 11
TR. 6A
TRACT 9
TRACT 10
CITY ANNEXATION 23-05
CERT. 2334
TR. 1
TR. 6B
C/S 2037
TRACT 12
EXISTING CITY BOUNDARY
AIRPORT
TR. 5
TRACT 3
CERT 2037
C. O. S. 1889
TR. 13A
TR. 4
TRACT 2
EXISTING CITY BOUNDARY
YELLOWSTONE LANDING COMMERCIAL PARK SUB
SUPERCUB WAY
TR. 1A
TR. 1B
EXISTING CITY BOUNDARY
C/S 1085 AM
CERT. 715
CERT. 1707
STATE HIGHWAY ROUTE NO. 3
STONY RIDGE SUB.
SKYLINE HEIGHTS SUB.
SAND CLIFF SUB.
MASTERSON CIRCLE
STONY RIDGE ROAD
CERT. 1952
CERT. 1498
AIRWAY DR.
PARK
SKYLINE PARK
CERT. 905 AMEND.
MULBERRY DR.

EXHIBIT "B"


C/S 3795
TRACT B
C/S 3795
TRACT A
ALKALI CREEK RD
CITY ANNEXATION
23-05
C/S 3795
TRACT C
EXISTING
CITY BOUNDARY
TRACT 1
C/S 2432
C/S 3795
TRACT D
AIRPORT RUNWAY
INSTRUMENT
LANDING

City Council Regular

Date:	08/14/2023
Title:	Zone Change 1030 - 4245, 4249 and 4253 King Ave W - RR1 to NX2 - 2nd reading
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	No
Legal Review:	No
Project Number:	PZX-23-00105

RECOMMENDATION

The Zoning Commission recommends approval for Zone Change 1030 and adoption of the findings of the 10 review criteria on a 4-0 vote. The City Council held a public hearing on July 24, 2023, and passed the zone change on first reading. A second reading is required to approve the zone change.

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

This is a zone change request for three parcels of land located on King Ave. W. between the St. Vincent's Healthcare Subdivision and the Lenhardt Square Subdivision. These parcels are wholly surrounded by the city limits and are petitioning for annexation to access city services. The two homes on the property are experiencing failure of both on site water(well) and wastewater systems (septic). The proposed zoning of Mixed Residential 2 (NX2) would allow the future re-development of the parcels and will allow continuation of the existing residential uses. This is an area of rapid development and the mixed residential zoning is appropriate given the adjacent zoning and development.

There are no existing plans to redevelop the property. The NX2 zoning would allow future redevelopment with duplexes or multifamily structures with up to 8 dwelling units per building. The parcels currently share one access point on King Ave West. No additional access would be allowed on to King Ave West due to the volume and speed of traffic as well as complexity of the traffic environment. The redevelopment could be incorporated into existing development to the west (KWO Apartments) or be a stand-alone development. A traffic signal is planned at the intersection of 44th St West and King Ave West. This will help manage the existing and future traffic from the surrounding developments. The average daily traffic on King Ave West has more than doubled in the past decade. The current ADT on King is about 13,000 vehicles per day. Shiloh Road is about 19,000 vehicle trips per day. Both of these averages are 3-year rolling averages taken from counts only during the non-school months of the summer. Actual daily traffic on any given day and during the school year may be much higher or lower than the average daily traffic. Future contributions to the traffic volume will include some traffic from Vista West (north of Rocky Vista Way), Ridgeline Development (48th St W and King Ave W) as well as ongoing development in the Western Sky Subdivision and Montana Sapphire Subdivisions to the south of the subject property. Lenhardt Square is also building out with multifamily apartments. A large parcel in Lenhardt Square with frontage on King Ave West (~23 acres) is slated for mixed uses including additional apartment units.

The Billings 2016 Growth Policy and West Billings Neighborhood Plan both support the proposed zoning as appropriate along an arterial street frontage between major intersections, and for the provision of access to housing choices. The Shiloh Road and King Ave West intersection was identified more than two decades ago as the major regional commercial hub for West Billings. The surrounding developments are the result of planning for this growth and include zoning for mixed housing choices, transportation for all types of mobility and combining the need for open space and water quality improvements at the Shiloh Conservation Area. A new water reservoir system to the south will also provide long-term water security for the city while also preserving land for open space. Any redevelopment of land will trigger the installation of street frontage landscaping making the corridor between Shiloh Road and 44th St West complete on the north side of King Ave W.

The Planning staff reviewed the application, the neighborhood and city growth policy plans, and the history of zoning in the area, and recommended approval to the Zoning Commission. The Zoning Commission concurred. The City Council approved the zone change on first reading on July 24, 2023. The proposed zoning fits in with the adjacent development to the west and is compatible with the St Vincent's Healthcare Planned Development to the east and north. The St Vincent's zoning plan includes mixed uses with an emphasis on medical uses with the possibility of integrating housing options. The pre-application neighborhood meeting was attended by Gene Culver, on of the surrounding property owners. Mr. Culver stated his parcel on the southwest corner of 44th St W and King Ave West is not directly adjacent, but ongoing development in the area has created some traffic concerns and traffic management challenges. Mr. Steve Zeier, Chair of the West End Task Force, attended as well to learn more about

the project. One of the property owners, Mickey Amen-Mack, also attended the meeting. As of the writing of this staff report, no comments or concerns have been received from the surrounding property owners.

STAKEHOLDERS

The applicant conducted a pre-application neighborhood meeting at the agent's offices at 1300 N Transtech Way. One surrounding property owner attended out of the 14 owners notified. The Zoning Commission held a public hearing for this zone change and the public was provided the opportunity to participate. The City Council will hold a subsequent hearing when considering the Zoning Commission's recommendation. The Hearing(s) are advertised in the Yellowstone County News. No surrounding owners contacted the Planning staff prior to the writing of this report.

Zoning Commission

The Zoning Commission conducted a public hearing on July 11 and received the staff recommendation and testimony from the applicant's agent, John Halverson of Sanderson Stewart. No other public testimony was received. Mr. Gene Culver attended the hearing and stated he was not concerned with this zone change request but was concerned with the lack of traffic control at 44th St West and King Avenue West.

The public hearing was closed and Commission member Trina White made a motion to recommend approval and adoption of the findings of the ten review criteria for Zone Change 1030. The motion was seconded by Commission member Dan Brooks and was approved on a 4 to 0 vote.

City Council

The City Council conducted a public hearing on July 24, 2023, and received the Zoning Commission recommendation for approval and testimony from the applicant's agent, John Halverson of Sanderson Stewart. No other testimony was received. Council member Roy Neese asked staff if the city was leaving "money on the table" with existing infrastructure the newly annexed property might pay for - at least its proportionate share of the cost of those improvements. These issues were not directly related to the zone change, but Planner I Hunter Kelly, who presented the annexation, and Planning Division Manager Monica Plecker provided suggested language to be included with the annexation agreement. The Council could include the language about reimbursement to the city for improvements already made to the area including but not limited to water, sewer, roads, sidewalks and other city provided services. Mayor Cole pointed out that many of the forerunner developments in the area were required through annexation agreements to pay their proportionate share of improvements. This language was approved by Council to be added to the annexation agreement.

Mayor Cole closed the combined public hearing on the annexation and zone change. Council member Rupsis made a motion to approve the zone change and adopt the findings of the 10 review criteria. The motion was seconded by Council member Boyett. The motion was approved on a unanimous voice vote.

ALTERNATIVES

The City Council may:

- Approve and adopt the findings of the ten review criteria for Zone Change 1030; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1030; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the zone change request.

The applicant has not requested a delay or a withdrawal of the application at this time.

FISCAL EFFECTS

Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

SUMMARY

Prior to any decision, the City Council shall consider the proposed findings of the ten review criteria as recommended by the Zoning Commission.

1. Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change does conform to the following guidelines of the 2016 Growth Policy:
Strong Neighborhoods:

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels

- Neighborhoods that are safe and attractive and provide essential services are much desired

Home Base:

- A mix of housing types that meet the needs of a diverse population is important
- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe

The proposed zoning also conforms to the West Billings Neighborhood Plan. The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The West Billings Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed NX2 for the property is consistent with the following adopted Policies of Planned Growth
Goal 1: Establish Development Patterns that Use Land More Efficiently
Policy R "Encourage innovative land-use planning techniques to be used in building higher density and mixed-use developments as well as infill developments."

The proposed zoning would allow the annexation of these parcels to provide services. Future development or re-development of the land could provide a range of housing options including duplexes, townhomes or apartment. The proposed zone is consistent with the City's Growth Policy and increases density without adding a large demand on city services. The Growth Policy supports infill development and this parcel could be redeveloped in line with the surrounding property. There is no longer a "default" zone district when annexing property to the city. A property owner is allowed to propose a zone or consult with the Planning staff on the most appropriate zone district for an annexed parcel. The new zone is compatible with the adjacent developed and developing parcels.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning requires minimum build-to zones, open and landscaped areas, and building separations (found in section 27-308 of the zoning code) The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

3. Whether the new zoning will promote public health, public safety and general welfare?
The proposed zoning (NX2) would allow the owner to ensure development is not intrusive to neighboring property and still allow compatible uses with the Planned Development zoning to the east and west. The site and structure regulations found in 27-300.7 in the NX2 district promote the minimum standards to ensure public health and safety and promote general welfare. The existing private utilities for the parcels are failing. Annexation and zoning of the property will promote public health and public safety.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: The proposed zoning itself will have little impact on the surrounding transportation systems. Impact on traffic will depend on the number of residents and drivers on the site when redevelopment occurs. The NX2 zone is intended to be along arterial corridors between intersections. King Ave West is an arterial street designed to handle the potential additional traffic. Assessment of any traffic impacts will occur at the time of re-development.
Water and Sewer: The property will have city water and sewer services upon annexation. Water service is already stubbed to the property line. Sewer services are in King Ave West and a lateral could be installed to replace the on-site septic systems.
Schools and Parks: The proposed zoning itself should not affect schools and parks, this will depend on the new residents when a redevelopment plan moves forward. No plans for redevelopment are in the works. Schools and parks should not be negatively affected by the proposed zoning. The School district provided no comments on this zone change.
Fire and Police: The subject property will be served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5. Will the new zoning provide adequate light and air?
Similar to criteria 2 and 3, the proposed NX2 zone, like all zones, requires minimum setbacks to allow for adequate separation between structures and adequate light and air. This parcel is presently developed with two single family homes and some agricultural buildings. Any new structure or structures will be required to meet the standards required by Section 27-300.7 under the NX2 zone. The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. Will the new zoning effect motorized and non-motorized transportation?
The new zoning itself will not impact motorized and non-motorized transportation. Once redeveloped, there may be increased volume to the transportation network, both motorized and non-motorized. Off-street parking for any new

dwellings will be provided as per code Section 27-1300. The multi-use path along King Ave West already exists along the property frontage. Internal sidewalks may be required at the time of redevelopment.

7. Will the new zoning promote compatible urban growth?
The proposed zoning is compatible with the adjacent zoning and existing urban growth in the vicinity. The proposed zoning will allow infill development in the future and will allow the existing residents to have access to clean drinking water and safe wastewater disposal.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed zoning will allow the existing uses to continue while creating opportunity for future redevelopment. The NX2 zone is compatible with the surrounding planned development zones and is considered suitable for the particular uses. The proposed zoning does consider the character of the district and the suitability of the property for the existing and possible future uses.

9. Will the new zoning conserve the value of buildings?
The new zoning is not expected to alter the value of any buildings in the area. Any development of the property will need to meet the site development requirements in the zoning code. For the NX2 zone, this includes, but is not limited to, building heights, setbacks, and window and door facade coverage. In general, new building improves property value in the area.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning will allow existing uses and any proposed uses for redevelopment including duplexes, townhomes or multifamily dwellings. This is an appropriate location for the zoning to allow additional density that is compatible with adjacent uses. The parcel directly adjacent to the east is undeveloped but allows mixed uses including multifamily. The property to the west is already developed as a multifamily complex.

Attachments

Ordinance ZC 1030

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION for C/S 2064 Parcel 6B, C/S 3125, Parcel 2A and C/S 1400, Parcel 1, 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 27-1628, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION.** **C/S 2064 Parcel 6B, C/S 3125, Parcel 2A and C/S 1400, Parcel 1,** is presently zoned **Rural Residential 1 (RR1)** a county zone**,** and is shown on the official zoning map within this zone.

Section 3. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **C/S 2064 Parcel 6B, C/S 3125, Parcel 2A and C/S 1400, Parcel 1,** is hereby changed from **Rural Residential 1 (RR1)** a county zone, to **Mixed Residential 2 (NX2),** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Mixed Residential 2 (NX2)** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law, or upon effective date of Resolution 23-_____ approving the annexation of the above territory, whichever is later.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 24th day of July, 2023.

PASSED, ADOPTED and APPROVED on second reading this 14th day of August, 2023.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1030 – 4245, 4249 and 4253 King Ave W

City Council Regular

Date:	08/14/2023
Title:	Ward Boundary Expansion Ordinance Second Reading - Annexation 23-06
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-23-00104

RECOMMENDATION

Staff recommends the City Council approve this ordinance on first second, adding recently annexed property to Ward V. Council held a public hearing on July 24th and recommended approval. This second reading action would be consistent with first reading.

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

Sanderson Stewart behalf of Michele Mack and Molly & Darrell Spaeny submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located north of King Avenue West, West of Saint Mary Way and East of South 44th Street West. The land being annexed is described as being Tract 1 of Certificate of Survey No. 1400, recorded April 15, 1974, under Document No. 960326; Tract 6-B of Amended Tract 6 Certificate of Survey No. 2064, recorded February 8, 2002, under Document No. 3163883; Tracts 2A and 2B of Amended Tract 2 Certificate of Survey No. 3125, recorded March 17, 2009, under Document No. 3499049, Tract 2B being deeded to the City of Billings as a right-of-way site (King Avenue West) per Quitclaim Deed, recorded March 17, 2009, under Document No. 3499051; containing 6.096 gross acres and 5.897 net acres, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward V. Two readings are required for this action. The first reading and public hearing took place July 24. The Second Reading will occur at this meeting on August 14, 2023.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward V, or;
- Disapprove adding the subject property to Ward V. Disapproval will not modify the boundary of the ward and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD V PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward V the following described real property:

Parcels of Land situated in the SE 1/4 of Section 10, T.1S., R.25E., Yellowstone County, Montana, more particularly described as follows:

Tract 1 of Certificate of Survey No. 1400, recorded April 15, 1974, under Document No. 960326;

Tract 6-B of Amended Tract 6 Certificate of Survey No. 2064, recorded February 8, 2002, under Document No. 3163883;

Tracts 2A and 2B of Amended Tract 2 Certificate of Survey No. 3125, recorded March 17, 2009, under Document No. 3499049, Tract 2B being deeded to the City of Billings as a right-of-way site (King Avenue West) per Quitclaim Deed, recorded March 17, 2009, under Document No. 3499051;

All documents are on file and of record in the office of the Yellowstone County Clerk and Recorder.

Said annexation containing 6.096 gross acres and 5.897 net acres, more or less.
(# 23-06) See Exhibit “A” Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 23-_____ approving the annexation of the above territory, whichever date is later.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

4. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

PASSED by the City Council on the first reading this 24th day of July, 2023.

PASSED by the City Council on the second reading this 14th day of August, 2023.

THE CITY OF BILLINGS:

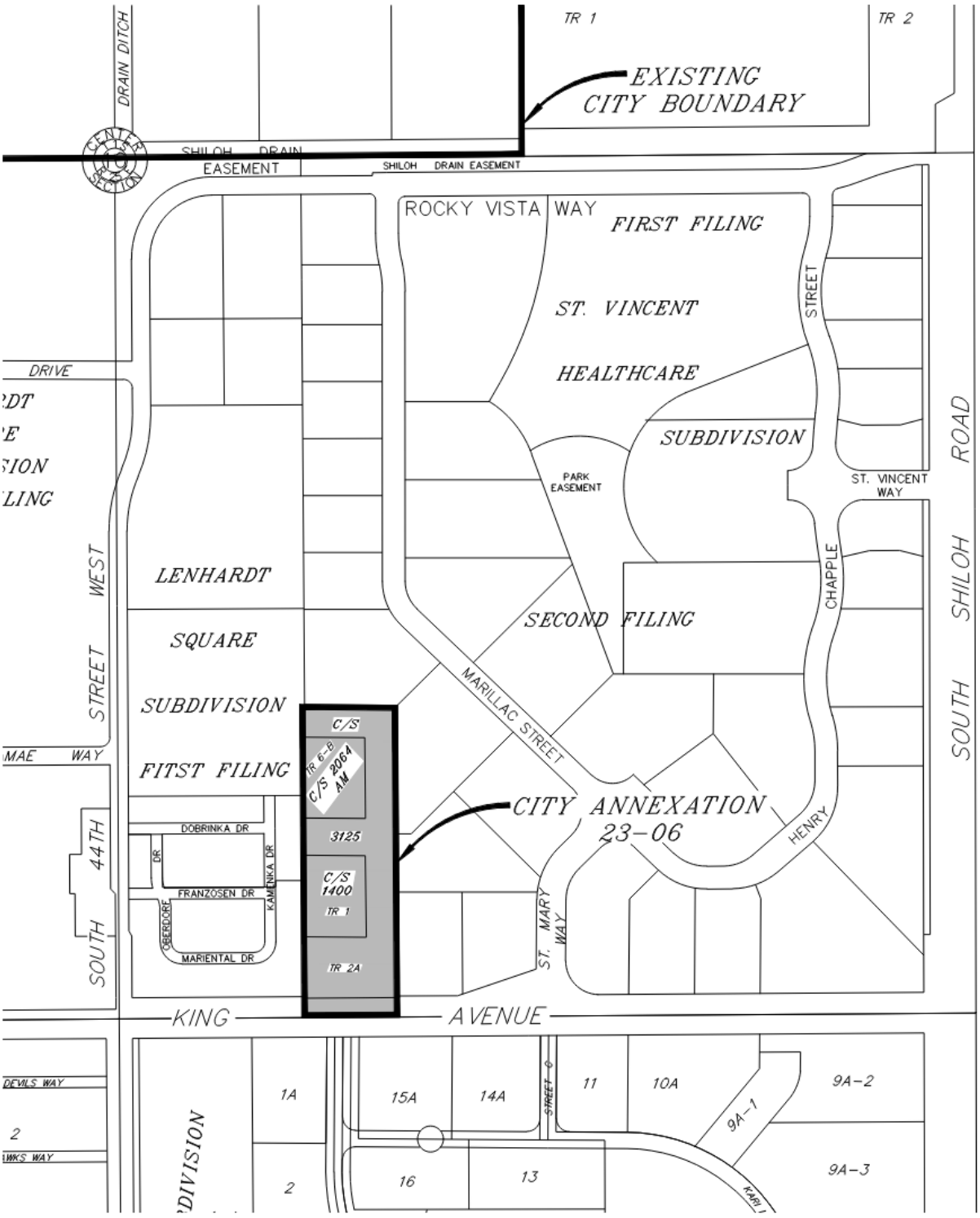
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#23-06)

EXHIBIT "A"


TR 1
TR 2
DRAIN DITCH
EXISTING
CITY BOUNDARY
SHILOH DRAIN
EASEMENT
SHILOH DRAIN EASEMENT
ROCKY VISTA WAY
FIRST FILING
ST. VINCENT
HEALTHCARE
SUBDIVISION
STREET
PARK
EASEMENT
ST. VINCENT
WAY
CHAPPLE
SHILOH ROAD
SOUTH
LENHARDT
SQUARE
SUBDIVISION
FITST FILING
SECOND FILING
MARILLAC STREET
HENRY
WEST
STREET
C/S
TR 6-B
C/S 2064
AM
3125
C/S
1400
TR 1
TR 2A
CITY ANNEXATION
23-06
DOBRINKA DR
FRANZOSEN DR
MARIENTAL DR
KAMENKA DR
GEERDORF
ST. MARY
WAY
SOUTH 44TH
KING
AVENUE
1A
15A
14A
11
10A
9A-2
9A-1
9A-3
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16
13

City Council Regular

Date:	08/14/2023
Title:	Zone Change 1031 - Text Amendments - Phase II - Action Options for Zoning Commission and City Council; Rebuild of Residential in Commercial and Mixed Use - 2nd reading
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

The Zoning Commission recommends the following for each amendment:

- The Zoning Commission recommends approval of the Text amendment for Action Options on Special Review and Zone Changes (Sec. 27-1623 and 27-1628) and adoption of the ten review criteria on a 3-1 vote.
- The Zoning Commission recommends approval of the Rebuild of Residential uses in Commercial and Mixed Use districts (Sec 27-1504) and adoption of the findings of the ten review criteria on a 4-0 vote.

The City Council approved the amendments to Section 27-1623 and 27-1628 with adjustments made to the first reading ordinance to require a 60% majority vote of the Council to refer an item back to the Zoning Commission. The City Council approved the amendment to Section 27-1504 as proposed.

Two other amendments were not approved by the City Council. The amendment to Sections 27-307, 27-308, 27-802 and 27-804 related to the provision of open space in mixed residential developments and within newly annexed property through the Planned Neighborhood Development process, was not approved. The Zoning Commission had recommended approval. The Council referred this item to a future Council Work Session for further revision and amendment.

The amendment to Section 27-308 related to creating step-backs between new development in mixed residential zones adjacent to neighborhood districts was denied on first reading. The Zoning Commission also recommended denial of this amendment.

Planning staff recommends the City Council take second reading action consistent with first reading action for amendments to 27-1623, 27-1628 and 27-1504.

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

In February 2021, the City Council adopted a new zoning code and zoning map for the entire city. The Council directed staff to continually monitor the new code to ensure the text of the regulations was working as intended and any corrections or housekeeping changes could be made. The Council also directed staff to monitor the implementation to consider any substantive changes to adjust the code, so it continues to provide support to the development goals of the adopted Growth Policy and general policies of Billings.

Planning staff brought forward a bundle of code corrections and amendments last year (June 2022). Those amendments were approved by the Council. Planning staff has been working on more substantive amendments to the code based on staff experience implementing the new code, information from professionals who use the code, and from the Council in its reviews of zoning applications. These substantive amendments include adjustments to Council action options for special reviews and zone changes, open space provisions in NX and PND district assembly, allowing rebuild of residential uses in commercial and mixed use zones by right, and step-backs of taller buildings between neighborhood and mixed neighborhood zones. These adjustments are not indicators of a "broken" set of regulations. Just as a new car or truck has a break-in period, so do new codes and regulations. As a completely new code, the need to monitor for glitches or "pain points" is important. These adjustments are just part of breaking in a new code. Planning staff believes this set of amendments should be the last significant adjustments needed for a few years. Planning staff and the City Council should re-visit the zoning and other land development codes regularly and when a new Growth Policy is adopted.

The City Council took action to initiate these amendments for review, public hearings and adoption at its meeting on April 24. The City Council's action was to begin the process of public review and adoptions. The City Council will act

on the specific amendments once the Zoning Commission provides a recommendation and once the Council holds a public hearing. The number of amendments requires these to be brought forward in two phases. The first phase of amendments was adopted by Council in May 2023. This second phase will include changes to the administrative procedures for special review and zone changes, open space provision in multifamily and PND district assemblies, rebuild of residential uses in commercial and mixed use zones, and step-backs between taller buildings in mixed residential districts adjacent to neighborhood districts. Planning staff has worked with several stakeholders over the last several months to craft the draft amendments. This report will describe each amendment and will include just one set of findings for the review criteria for all four ordinances. Each ordinance by city regulation may only address a single comprehensive subject, must have a public hearing and recommendation from the Zoning Commission and then must be voted on by the City Council at two separate meetings.

Council action options for special review and zone changes - Sections 27-1623 and 27-1628
The current code for Zoning Commission and Council actions on zone changes or special review requests is a limited set using the non-discretionary verb of "shall". It is important to applicants and the community to have predictability built in to a regulation, however, there also needs to be flexibility to balance the code and allow options and choices. The code as currently written does not allow much flexibility in decision-making. For example, the Zoning Commission does not have the option of granting a delay of action on a special review even though this option is allowed for a zone change. The City Council would also like the ability to return zone changes or special review requests to the Zoning Commission for further hearings including when changes to a site plan or zoning boundary are contemplated after the Zoning Commission hearing is complete.

The Zoning Commission met on June 6 and discussed the draft amendments. The Commission was concerned the amendment might create unintended loopholes and potentially put applications in an endless loop of delay and reviews. Planning staff updated the amendment based on these concerns. Staff has recommended a "one-time-only" limitation for hearing delays or Council sending an application back to the Zoning Commission for another hearing. Staff believes the changes to the draft diminish the concerns with loopholes and delays. The draft ordinance is attached and the Zoning Commission consideration and hearing is summarized in the Stakeholder section of this memo. The City Council held a public hearing on July 24, 2023, and reviewed the proposed amendment. The City Council approved the first reading with amendments to require a 60% majority vote of the Council to refer an item back to the Zoning Commission.

Open space provision in NX zones and PND district assembly - Sections 27-307, 27-308, 27-802 and 27-803
The new 2021 code incorporated the requirement to provide open space and recreation space in multifamily developments of 3 acres or more and within any new property annexed to the city through the Planned Neighborhood Development (PND) process. Previously, the only way to require open space within a neighborhood was through the subdivision process. Some multifamily developments did not need to go through a subdivision process and the subdivision regulations allow the developer to "opt-out" from providing any on-site park or recreation space by giving the city an equivalent cash amount in lieu of dedicating parkland. The code for new multifamily developments over 3 acres does not specify any amount of open space or that it must be developed. There are three choices of open space type allowed. The language is also vague and hard to implement. Council directed staff to correct the code language to eliminate the vagueness and to be more specific on the size of open space and base it on the total area of multifamily development.

The Planned Neighborhood Development zone change process requires a minimum of 2 percent of the net area be designated as open space. There are 5 types of open space to choose from, but two of those are restricted to mixed use type developments. This code section requires development of the open space and continued maintenance either by a homeowner's association or by the city if it is accepted as public park land. Most of the open space designated through the PND process has not been accepted as public parkland because of its size and intended uses. The City Council has expressed concern the types of open space designated through the PND process are too small or provide little recreational opportunity in these new neighborhoods. The Council directed staff to increase the minimum percentage and put in some criteria for choosing an open space type. The proposed revisions eliminate the vagueness from the NX zone district requirements and increase the minimum designation of the open space through the PND process from 2 percent to 5 percent.

The Zoning Commission discussed the draft amendment on June 6, and was concerned with potential loopholes created by specifying a certain minimum acreage when the requirement would kick in, the lack of flexibility for mixed residential development in subdivisions that have already dedicated parkland or are within walking distance of a developed park. The Commission also expressed concern that open space did not have a minimum "depth or width" provision so un-useable areas might be designated for recreation. The Commission was also concerned with the added burden this places on mixed residential developments especially considering the crisis in housing the Billings area is currently experiencing. Mr. Doug Wild from the Home Builders Association also expressed concerns with the proposed revisions in light of the housing challenges.

Planning staff revised the draft amendment to address these concerns except for the potential to cost burden new mixed residential developments where no open space has been previously dedicated or developed. Until the 2021 zoning code amendments, open space provisions for new developments were exclusively handled through the subdivision process. The subdivision regulations do not require development of any dedicated parkland, only that it be provided. The open space dedicated through subdivision also must meet the city's standards for area, suitability for active recreation, and other park policies set by the city. In many cases, this leads a developer to provide cash-in-lieu of parkland dedication. While this provides revenue to the Parks Department, it does not provide the types of open space that are most usable for everyday outdoor activities in apartment communities such as outdoor dining, pocket park areas to accommodate a variety of recreation (sand boxes, play structures, benches, small areas fenced for dog play, etc.). Developers who provide these small spaces have to arrange for long term maintenance and cover liability. These amenities do add cost to monthly rents. The draft ordinance is attached and the Zoning Commission consideration and hearing is summarized in the Stakeholder section of this memo. The City Council held a public hearing on the first reading ordinance on July 24, 2023, and did not adopt the ordinance on first reading. The City Council voted to refer this item to a future Council Work Session for refinement and adjustments. The amendment may come back to a future meeting of the City Council

Allow re-build of residential uses in commercial and mixed use zones - Section 27-1504
The new code for Mixed Use and commercial zone districts requires that a commercial (nonresidential) use be either on the same property or within the same building as a residential use. Many properties previously zoned commercial were allowed to have residential use as the sole use of the property without any paired commercial uses on the same property or in the same building. There are approximately 52 properties in commercial or mixed use zone districts in the Heights that are only developed with residential uses. There are about 95 such properties in the downtown area, about 70 properties between downtown and 24th St W, and about 35 properties in the Southwest Corridor and West Billings. While this is not a large number, many of these properties are owner occupied and for many are the only substantial family investment. These properties cannot receive a standard mortgage or insurance because the code does not allow a full re-build of the residence as it is.

The current code for re-build in any neighborhood zone district allows any residential use to be re-built in the district even if it is not conforming to the specific use limitations. For example, if there is a 4-unit structure in the N3 zone, a single family zone, then we can issue a re-build letter for a 4-unit structure. This amendment would extend this residential re-build allowance into the mixed use and commercial zones where residential uses are allowed but are required to be on the same lot as a commercial use or in the same structure as a commercial use.

The Zoning Commission discussed the draft ordinance on June 6, and had no concerns. The draft ordinance is attached and the Zoning Commission consideration and hearing is summarized in the Stakeholder section of this memo. The City Council held a public hearing on this amendment on July 24, 2023, and approved the change on first reading.

Step-backs of taller buildings between neighborhood and mixed residential neighborhood zone districts - Section 27-308
The current code allows NX zones and N zones to be adjacent to each other. The NX2 and NX3 zone allows building heights up to 4 stories, while most N districts allow buildings between 1 and 3 stories. The code requires a larger setback for any structure in an NX2 or NX3 zone where the adjoining zone is a Neighborhood or Residential Manufactured Home zone. The additional rear setback is 20 feet and the additional side yard setback is 15 feet from property lines. Many Billings' homes in the N districts are single story with some 1-1/2 story or two-story homes. A four-story structure adjacent to a single story structure can be an abrupt change. In the Mixed Use (MU) zone districts any new structure where the property adjoins or is across an alley from a neighborhood zone district requires building setbacks of 30 to 50 ft depending on the number of stories on the commercial building. The City Council received complaints from residents in a neighborhood south of a new multifamily development on Central Avenue. The new multifamily structures met the required additional rear and side setbacks. The Council was concerned about the height difference between the homes - 1.5-story homes setback about 20 ft from rear property lines - and the new 3-story apartment buildings also setback 20 ft from the rear property line. The distance between the new multifamily and the existing single family homes is approximately 40 feet. The numerical height of the new 3-story multifamily buildings are about 35 to 36 feet. The numerical height of the existing homes is about 24 feet.

The Zoning Commission reviewed the draft amendment on June 6, and had concerns with the proposal. The primary concern was with the large setback required from a rear or side property line whenever a part of a structure is either over 2 stories or 35 ft above grade. The Commission was concerned the step back was disproportional to any negative impact between buildings. The Commission was concerned the 50-foot setback required for a building 36 feet tall was not necessary to maintain compatibility between essentially the same land use - residential dwellings. The Zoning Commission directed staff to research the requirement further to determine what is the potential for this issue to arise in the future - map where N districts are adjacent to NX2 or NX3 vacant parcels - and to provide

schematic scaled drawings of different step backs between buildings and property lines. City GIS staff developed a map showing where the potential exists for the step backs to be applied in the future. There are a handful of potential locations and all are on small lots. A 50 ft step-back for a building over 2 stories on these lots would likely require a variance or the redesign of the project to fit a 2-story or 35 ft maximum. It is likely fewer dwelling units would be available. In addition, it appears the potential future conflicts are not widespread. The map of these areas is attached.

The schematic drawings were prepared by Planning staff as hand sketches, but are scaled to show separation distances. Comfortable viewing angles (neck flexion) of either elevation or depression ranges between 40 and 80 degrees above or below the 0^{o} angle of the horizon. For example, a viewer looking out a 3rd floor window could comfortably view objects below the window to a maximum of 80 degrees below their horizon. The viewer would have to lower their head to see at this angle. Similarly, a person standing in a backyard could comfortably elevate their head to see up to 80 degrees above their horizon to see a taller structure. Without moving the neck or head the maximum field of vision is less than 40 degrees either above or below the horizon. This information is important to understand the "view shed" of people within a taller structure or people on the ground. It also changes based on the location of the viewer. For example, if people on both properties are on ground level and there is a 6-ft tall opaque fence between the yards, there is zero visibility between the two groups of people. Trees and vegetation along property lines can also block a field of view between properties. Natural surveillance to and from public spaces such as a street or parking lot provides a good level of crime prevention. The backyard space has always been considered a private space. A privacy fence may or may not provide security for the backyard. The backyard can be a place where burglars and other criminals can commit crimes without anyone noticing. Taller fences - more than 6 feet - can be a deterrent as these are not easy to scale, but will not prevent a determined person from getting into a backyard. There are strategies that can be used to make a privacy fence more secure from trespassers including planting shrubs with thorns that make scaling a fence hazardous or building a fence that has alternating privacy and more open fence panels (trellis panels) to eliminate hiding places within the backyard.

There are several existing examples where multifamily developments adjoin neighborhood zone districts. This includes apartment buildings at 3430 Lynn Avenue, 640 Lake Elmo Drive, Killarney Street, S 28th St apartments, Avenues D and E apartments and several other locations. Most of these apartment developments fit in well with the surrounding uses. Many communities in the Midwest and in the Rock Mountains have a similar development style that includes small to medium apartment complexes adjacent to single or two family dwellings. Examples of this common urban form are attached.

Planning staff did not modify the proposed amendment for the increased step backs between new multifamily apartments and property lines adjoining or across and alley from an N zone district. The draft ordinance is attached and the Zoning Commission consideration and hearing is summarized in the Stakeholder section of this memo. The Zoning Commission recommended denial of the text amendment. The City Council voted to deny (5-2) this amendment on first reading on July 24, 2023.

STAKEHOLDERS

Planning staff worked with several groups of stakeholders over the last two years while implementing the new zoning code including the City Council, Home Builders Association, Billings Area Realtors, architects, engineers, planners and property owners. The amendments were produced by monitoring real life application of the code and collecting feedback over time from the various stakeholder groups. Planning staff shared the draft amendments with the stakeholders through direct email, placed a legal ad and posted the drafts on the Planning division's webpage and the Zoning Commission discussed the items during their June 6th meeting. Since posting the legal ad and prior to this Zoning Commission hearing, staff has received comment from Doug Wild, a member of the Home Builders Association. Generally the comments suggest that each amendment creates a slightly tougher regulatory environment which will impact cost. There were additional concerns specific to parkland requirements, step-backs and creating delays with applications. The Home Builder's Association sent in a letter of comment on the text amendments. There was general concern with adding requirements for mixed residential zones in a housing market that is very constrained.

Zoning Commission

The Zoning Commission held a hearing on July 11, and reviewed the text amendments and received the staff recommendation and testimony from the public including John Halverson of Sanderson Stewart. The comments, discussion and motions are summarized by topic area below.

Zoning Commission and Council Options text amendment (Sections 27-1623 and 27-1628)

The Commission asked questions regarding the potential for unnecessary delays because of disagreement over a recommendation rather than "new information" presented at the City Council hearing. The Commission was concerned the option for a "send back" to the Zoning Commission from the City Council might be overly used creating

bottlenecks and further delays. Staff clarified that Council and legal staff believe the option to send any item back to the Zoning Commission already exists, and the amendment may put sideboards on how this can be done. Staff explained the once-only limitation would not create too much delay particularly if the alternative is to withdraw or receive a denial. Both of those outcomes either require a 4-month or 12-month waiting period to re-apply. Commission member Goss stated he sat on a Planning Commission in another state that worked under similar provisions and send backs from the governing body were rare. He stated there are also some state laws that require a "raise it or waive it" limitation on land use hearings. Staff explained the conditions to send back an item to the Zoning Commission are the same limitations that apply to sending back a subdivision to the Planning Board for an additional review. The City Council only rarely has used this provision to send a subdivision back to the Planning Board. John Halverson stated he would like to ensure the imperative word "shall" remains within the administrative section of the code so that applications are not caught in an endless loop of indecision. He stated predictability is one of the hallmarks of a good zoning and land use regulation, so he urged the Commission to carefully weigh the benefits of the change.

The public hearing on this ordinance was closed and Commission member Dan Brooks made a motion to recommend approval for this amendment and adoption of the findings of the 10 review criteria. The motion was seconded by Commission member David Goss and was approved on a 3 to 1 vote, with Commission member Trina White voting in opposition. Ms. White stated she believed the changes would not be beneficial to the development community.

City Council - First Reading July 24, 2023

The City Council held a public hearing and considered the Zoning Commission recommendation of approval. The Council heard testimony from Doug Wild, Home Builders Association president, voicing some concerns with potential for delay of new projects. Mr. Wild stated it has been a good working relationship with staff and at first the HBA was opposed. After learning more about the proposal, the HBA is mostly in favor as a delay gives a new option to applicants, so they are not always forced to accept a denial or a choice to withdraw. He stated he was in favor of the Council proposal to include a 60% minimum majority vote of the Council to send an item back to the Zoning Commission for another hearing. He stated he is optimistic this Council and any future Council would treat this tool as the exception and not the go-to every time an application encounters controversy.

The public hearing was closed and Council member Boyett made a motion to approve the text amendment and adoption of the findings of the ten review criteria. The motion was seconded by Council member Neese. Council member Gulick made a motion to amend the motion to add language to 27-1623.E.2(c.6) and 27-1628.E.2(d.6) to state a 60% majority vote to refer an item back to the Zoning Commission. The motion was seconded by Council member Neese. The amendment to the text was approved on a 8-0 voice vote. The main motion was then approved with the amendment on an 8-0 voice vote.

Open Space in NX districts and PND text amendment (Sec. 27-307, 27-308, 27-802 and 27-803)

The Zoning Commission received the staff report on this particular amendment concerning clarification and updates to the provision of open space for newly annexed property of 10 acres or more and to new mixed residential developments of 3 acres or more. The Commission also received testimony from John Halverson of Sanderson Stewart. The Zoning Commission asked about how this would be administered and whether the exemptions provided any loopholes that could be exploited. Staff pointed out the potential loopholes were closed in the re-drafted amendment. The Commission members had some concern the requirements may push up the costs of renting an apartment or may deter builders from developing new mixed residential neighborhoods. Staff explained the provisions are modest - 5% of the gross area of 3 acres is only 6,500 square feet. Mr. Halverson stated he wanted to make sure that a developer could put in several small parklets that equal 6,500 square feet in total but not each parklet is 6,500 square feet. Staff explained this is how they would calculate the submitted plans for open space areas as a cumulative amount for all areas for open space and recreation.

The public hearing on this ordinance was closed and Commission member David Goss made a motion to recommend approval for this amendment and adoption of the findings of the 10 review criteria. The motion was seconded by Commission member Trina White and was approved on a 4 to 0 vote.

City Council First Reading July 24, 2023

The Council held its public hearing and received the Zoning Commission recommendation. Staff answered questions concerning the definition of terms in particular concerning the exemptions from providing open space. The Council had concerns with the lack of definition for "publicly accessible open space" and other terms used interchangeably throughout the code amendment. The Council concern about exemptions that extends 1/2 mile from a new development if a public park is within that radius. Council members asked whether the exemptions would apply to more recent developments. Staff presented Mayor Cole's concerns and suggested changes to sections of the proposed amendment to tighten language and to allow more flexibility when a trail or linear park

is proposed in a mixed residential zone. The Council received testimony from Doug Wild, HBA, and John Halverson from Sanderson Stewart concerning the amendment. Mr. Wild stated he was concerned with the narrow allowance to dedicate linear parks and to make those private trails would have to connect to public trails. Mr. Halverson stated he was in favor of most of the points made by Council and by Mr. Wild concerning this proposal. He stated his concern about whether the lack of open space or recreation area within mixed residential neighborhoods is an issue that is in the past. He stated he did not believe there was a genuine issue with the new code, but maybe lingering issues from the old code where no open space or recreation space was required. He stated it is also the tendency of communities to want to solve all problem by heaping the solution on mixed residential or multifamily developments. He stated this amendment may not be necessary as new projects are implementing the new code.

The public hearing was closed, and Council member Joy made a motion to approve the text amendment and adopt the findings of the ten review criteria. The motion was seconded by Council member Gulick. The Council debated the motion. There were concerns about the text as presented in particular with definitions and exemptions. Council member Purinton proposed a substitute motion to send the draft back to staff to amend the text to include definitions, re-tool the exemptions, the concept of internal and private trails versus public trails and other issues brought forward by the Council. There was no second to Council member Purinton's motion. A substitute motion was made by Council member Neese to refer this item to the Council's Operations Subcommittee for review. This motion was seconded by Council member Boyett. Several Council members objected to this motion. The motion failed on a vote of 2 in favor and 5 opposed. Further debate occurred about how to potentially amend the draft text. Council member Boyett made a substitute motion to send the text amendment to a future Council Work Session. The motion was seconded by Council member Rupsis. The motion was approved on vote of 6 in favor and 1 opposed. Council member Joy voted against the motion.

Rebuild of Residential uses in Commercial and Mixed Use districts (Sec 27-1504)
The Zoning Commission receive the staff report and recommendation for approval of this particular amendment. The Commission agreed it was important to preserve owner's equity in homeownership and allow these residences to be re-built in commercial or mixed use zones. There was no other testimony on this amendment.

The public hearing on this ordinance was closed and Commission member Dan Brooks made a motion to recommend approval for this amendment and adoption of the findings of the 10 review criteria. The motion was seconded by Commission member Trina White and was approved on a 4 to 0 vote.

City Council First Reading July 24, 2023
The Council conducted the public hearing and received the Zoning Commission recommendation and asked questions for clarification. Mr. Doug Wild, HBA, clarified for the Council that is a house burned down on a Light Industrial district the owner would not sell the land as residential property. The highest value is in the industrial zoning and the potential future uses.

Mayor Cole closed the public hearing. Council member Boyett made a motion to approve the zone change and adopt the findings of the ten review criteria. The motion was seconded by Council member Neese. The motion was approved on a unanimous voice vote.

Step-backs for taller structures in NX adjacent to N districts (Sec 27-308)
The Zoning Commission received the staff report and recommendation to approve the proposed amendment. The Zoning Commission voiced several concerns based on the draft ordinance and the research information presented by the Planning staff. The Zoning Commission did not believe the proposed step backs would improve any of the potential future locations where this might be an issue. The Zoning Commission looked at the handful of existing vacant NX zoned lots adjacent to N zoned lots and found the proposed amendment would not be beneficial to the stated growth policy of encouraging infill. Chair Michael Larson stated it appeared the issue seems to be an isolated situation and rare. Commission member Goss was concerned that if approved, the same sort of regulation could be adopted for structures in identical zone districts. He stated this would be especially challenging for areas north of Rimrock Rd. Commission members were curious what project spurred the initiation of the amendment. Staff explained the new Hunter's Point apartments in the 2900 block of Central was the catalyst. Mr. Halverson testified he was opposed the amendment. He stated the proposed amendment is a bad amendment, the step-back is arbitrary, is not compliant with Montana Supreme Court decisions that residential of any kind is compatible with residential development. He stated the amendment would defeat in-fill efforts and is discriminatory based on housing choice and socio-economic class. He stated a 3-story mansion in an N3 zone can be 5 ft from the rear property line, but a 3-story apartment building has to set back at least 50 feet from the same property line.

The public hearing on this ordinance was closed and Commission member Trina White moved to recommend denial finding that the proposal was not conforming to the goals of growth policy. The motion was seconded by Commission member Brooks. Mr. Brooks stated he believes the amendment is excessive and arbitrary. He stated the properties

that would be effected by the amendment do fit into the neighborhoods where they are located. The motion to recommend denial was approved on a 4-0 vote. Commission member Greg McCall arrived late to the hearing and abstained from voting.

City Council First Reading July 24, 2023

The Council opened the public hearing and received the Zoning Commission recommendation of denial for this text amendment. Council members asked staff for clarification on some points of the recommendation. Mr. John Halverson provided testimony in opposition to the text amendment. He stated the proposed amendment appeared to be arbitrary and the required step-back excessive. He state the amendment would hinder infill projects by making them financially infeasible. He stated the overall trend is to make developing housing easier - not harder. He stated the proposed amendment is on its face discriminatory since a 3-story house in an N3 zone could be built within 5 feet of a rear property line, but somehow a 3-story apartment building is more offensive and must be at least 50 feet from a rear property line. He stated he agreed with Zoning Commission member Dan Brooks who called this amendment a solution looking for a problem. He stated the code is not yet "ripe" for amendment in this area. Council members discussed the proposal and the catalyst development - Hunter's Point Apartments - that led to the drafting of the amendment.

Mayor Cole closed the public hearing. Council member Joy made a motion to deny the proposed text amendment and adopt the findings of the ten review criteria supporting the motion to deny. The motion was seconded by Council member Purinton. Council members Neese and Rupsis both stated their support for future consideration of the amendment. The motion to deny was approved on a 5-2 vote. Council members Neese and Boyett voted against the motion.

ALTERNATIVES

The City Council may take one of the following actions, including the Zoning Commission recommendations on the proposed amendments:

- Approve and adopt of the findings of the ten review criteria for Zone Change 1031; or,
- Approve with specific changes to the draft ordinances for Zone Change 1031; or
- Deny one or more of the proposed amendments and adopt different findings of the ten review criteria for Zone Change 1031; or,
- Delay action on the zone change for up to 30 days.

The Council approved the text amendments for Sections 27-1623 and 27-1628, as well as Section 27-1504 on first reading on July 24, 2023.
The Council denied the text amendment for Section 27-308 regarding step back requirements on first reading on July 24, 2023.
The Council referred the text amendment concerning open space and recreation to a future Council Work Session at the first reading on July 24, 2023.

FISCAL EFFECTS

Adoption of code amendments may affect the Planning Division budget. Municode is the official codification company for Billings. Every amendment to the code has a fee that has usually been assessed and paid for by a department or division. However, the City Code is not particular to one Division or Department. It is utilized by many City staff and is designed to benefit and protect all City residents. It is appropriate and accurate for the cost sharing of codification costs for zoning code updates through the general fund.

SUMMARY

Before making a decision on the proposed amendments, the City Council shall consider the proposed findings of the ten review criteria as recommended by the City Zoning Commission. Please not the zoning commission recommends approval of all amendments except the step-back amendment related to 27-308. Findings specific to the denial are shown separately below. If the Council wishes to approve this amendment it will need to state alternative findings in it's discussion on the motion.

1) Whether the new zoning is designed in accordance with the growth policy;
The proposed Zoning Amendments are consistent with the 2016 Billings Growth Policy Statement and Growth Guidelines:

Growth Policy Statement:

In the next 20 years, Billings will manage its growth by encouraging development within and adjacent to the existing City limits, but preference will be given to areas where City infrastructure exists or can be extended within a fiscally constrained budget and with consideration given to increased tax revenue from development. The City will prosper

with strong neighborhoods with their own unique character that are clean, safe, and provide a choice of housing and transportation options. The Zoning Commissions findings are grouped
Growth Guidelines:

Essential Investments (relating to public and private expenditures to public values)

- Infill development and development near existing City infrastructure may be the most cost-effective

Place Making (enhance, maintain, preserve and improve existing public places):

- Public and private partnerships are valuable for creating enhanced entryways into Billings

Community Fabric (attractive, aesthetically pleasing, uniquely Billings)

- Attractive street scapes provide a pleasant and calming travel experience in urban and suburban neighborhoods

Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods)

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income level
- Safe and livable neighborhoods can be achieved through subdivision design walkable access to public spaces
- Implementation of the Infill Policy is important to encourage development of underutilized properties

Home Base (healthy, safe and diverse housing options)

- 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 (transportation choices in places where goods and services are accessible to all)

- Connecting people to places with transportation choices is vital to the well-being of Billings' residents, businesses and visitors
- Safe and accessible transportation systems benefit everyone's quality of life

Prosperity (promoting equal opportunity and economic advancement)

- A diversity of available jobs can ensure a strong Billings' economy
- Successful businesses that provide local jobs benefit the community
- Retaining and supporting existing businesses helps sustain a healthy economy

Since the growth policy is a general guiding document that contemplates the overall vision and growth of the community, these amendments that better tailor the regulations to meet local needs are not contrary to the document. The code amendments address the parts of the code that have created challenges or are too general. These amendments will allow the code to be adjusted to meet the community goals and match the expectations of the City Council, community developers, neighborhood builders and citizens. The proposed code amendments will allow the city to better meet the needs of all its residents, businesses and visitors now and into the future. These amendments will integrate nicely into the existing a code, and when working as a whole, will meet the intent of the growth policy.

Recommendation of Denial finding specific to Text Amendment 27-308 Step-backs
The Zoning Commission found the proposed increased setbacks in the NX zone districts to be not conforming to the growth policy goals and guidelines. The Zoning Commission found the proposed amendment to be unnecessary and would be in direct conflict with the city growth policy to promote housing choice, in-fill development and encourage compact development.

2) Whether the new zoning is designed to secure from fire and other dangers;
The zoning amendments will not change the code in a way that will create safety concerns related to fire and other dangers. Once integrated, these amendments will not prevent the code from providing adequate building separations and density limits to provide security from fire and other dangers. Considering the nature of these specific amendments, this criteria does not directly relate to most amendments, more specifically, do not relate to Zoning Commission and City Council action options or rebuild of residential uses in commercial zones, but is more so applicable to the amendments related to open space provisions in mixed residential zones and PND zones.

Recommendation of Denial finding specific to Text Amendment 27-308 Step-backs
The Commission found the proposed amendment to increase setbacks in the NX zone would not improve public

safety from fire or other dangers over the current setback requirements in the code. The existing code was found to be appropriate for this purpose. The alteration of the code still allows for appropriate setbacks and site requirements to ensure security of fire and other dangers.

3) Whether the new zoning will promote public health, public safety and general welfare;
Public health, public safety and the general welfare will be promoted by the proposed zoning code amendments and the existing code as a whole. These amendments do not drastically alter the originally adopted code which was found to have met the criteria for promoting public health, safety and general welfare. The proposed adjustments to the provision of open space in mixed residential areas will provide more outdoor recreation space close to apartments and townhomes. The allowance for rebuild of residential structures in the commercial or mixed use districts will benefit the general welfare by preserving property investments in these areas.

Recommendation of Denial finding specific to Text Amendment 27-308 Step-backs
The proposed step backs between mixed residential and neighborhood districts does not promote or increase the public health, safety or general welfare from existing conditions. The amendments work in coordination with the code as a whole to ensure the minimum standards for health, safety and welfare are being met.

4) Whether the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
Transportation: The existing zoning code and these amendments as a whole should help the city provide safer transportation modes including non-motorized travel and safer routes to school. Sprawling development patterns of homogenous land uses separated by miles from different land uses is an unsustainable development pattern. It unnecessarily increases vehicle trips, drives up demand for parking spaces, wider and more abundant high speed arterial streets, contributes to air pollution and unhealthy life-styles. The existing code and the amendments will allow flexibility with design standards.

Recommendation of Denial finding specific to Text Amendment 27-308 Step-backs
The proposed amendment to increase the setbacks in the NX zones is contrary to improving transportation systems and choices. The proposed amendment would contribute to the preserving a sprawling development pattern that increases the number and length of vehicle trips.
Water & Sewer: The proposed code amendments should have no effect on city water and sewer services.
Schools and Parks: Schools and parks should not be effected by these code amendments.

5) Whether the new zoning will provide adequate light and air;
The proposed zoning code amendments, as does the current zoning, provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air. The portions of the zoning code that pertain to adequate light and air are similar to criteria 2 and 3 which specify setback requirements, height requirements, and other siting requirements.

Recommendation of Denial finding specific to Text Amendment 27-308 Step-backs
The amendment proposed to increase setbacks from 20 feet to 50 feet for new multifamily structures over 2 stories or 35 feet in the NX2/NX3 zones would not provide any additional benefit when those properties adjoin neighborhood zone districts. The proposed step back is not proportional and is arbitrary.

6) Whether the new zoning will effect motorized and non-motorized transportation;
The proposed zoning amendments will not directly effect motorized or non-motorized transportation. The proposed standards for the provision of open space in mixed residential and PND developments may help reduce trips from this area to access recreational areas.

7) Whether the new zoning will promote compatible urban growth;
The zoning amendments will promote compatibility with urban growth through adjustments to add certainty and flexibility, without compromising the intent of the new code. The zoning code as a whole, is compatible with the City's growth policy and vision for the community as it grows. These amendments should integrate nicely and continue to provide residents and builders with predictability.

Recommendation of Denial finding specific to Text Amendment 27-308 Step-backs
The proposed amendment to increase setbacks in the NX zone district is not compatible with urban growth patterns. It promotes and encourages a sprawling pattern more appropriate for suburbs of cities.

8) Whether the new zoning considers the character of the district and the peculiar suitability of the property for particular uses;
All the amendments have been considered in a way that continues to carry out the intent of the zoning code as a whole and considers how open space, administrative options, preservation of property investments and building

separations can provide certainty and integrate in existing built environments. Generally, these amendments are consistent with existing fabric of both commercial and residential neighborhoods. Residential uses in commercial and mixed use areas fit into the neighborhoods where they are located. Ideally, commercial and mixed use zones would re-develop over time and make the next incremental investment in property improvements. Until that time, allowing these existing residences to be re-built will assist in preserving property value and prevent disinvestment.

9) Whether the new zoning will conserve the value of buildings;
In general, the code amendments should conserve the value of buildings throughout the City and the amendments do not alter the code in a way that would decrease values. In particular, some adjustments may ease some nonconformity burdens.

10) Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings.
The code amendments when working with the code as a whole encourage appropriate and compatible uses, design and siting of land in Billings.

Attachments

Zoning Commission and Council Action Options 2nd reading corrected ordinance
Rebuild of Residential in Mixed Use and Commercial districts 2nd reading ordinance

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING Section 27-1623 SPECIAL REVIEW and 27-1628 ZONE CHANGE, 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 *Section 27-1628, BMCC,* provide for amendment to the text of the City Zoning regulations from time to time. The City Zoning Commission and staff have reviewed the proposed text amendment 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.** The text of Section 27-1623 and Section 27-1628 be amended to allow the Zoning Commission and the City Council more options for decisions related to special reviews and zone changes.

Section 3. **ZONE TEXT AMENDMENT.** The text of Section 27-1623.E is amended as follows:

Sec. 27-1623. - Special review uses.

E. Review and decision-making.

1. City zoning commission.

(a) The zoning commission shall consider each application in accordance with the provisions of this section, and at a public hearing at which time the application has been legally advertised.

(b) The zoning commission shall make a recommendation to the city council to:

(1) Approve the application;

(2) Conditionally approve the application;

(3) Deny the application.

(c) Prior to closure of the public hearing, the zoning commission may also grant a request of the applicant to:

(1) Allow the withdrawal of the application; or

(2) Allow a delay not to exceed 60 days.

(3) Only one delay request from the applicant will be granted by the zoning commission.

(d) The Zoning Commission on its own motion, may continue the public hearing to a date certain, in response to a finding for any of the decision criteria in subsection 27-

1623.D., that requires additional information from the applicant. Only one continuance, not to exceed 60 days, on its own motion can be considered by the zoning commission.
~~(c)~~ (e) Recommendations from the zoning commission shall be based on findings of fact for each criterion and shall be transmitted to the applicant or applicant's agent, and the city council within fifteen (15) calendar days of the conclusion date of the public hearing before the commission.
~~(d)~~ (f) The recommendation of the zoning commission shall be published in a newspaper of general circulation.

2. City council action.
(a) At least fifteen (15) calendar days after the first publication of notice of the zoning commission recommendations, a public hearing shall be held by the city council.
(b) Before taking any action on an application for a special review use, the city council shall first consider the findings and recommendations of the zoning commission.
(c) The city council shall:

(1) Approve the application;
(2) Conditionally approve the application;
(3) Deny the application;
(4) Allow withdrawal of the application; ~~or~~
(5) Delay the application for a period not to exceed thirty (30) calendar days~~.~~; or
(6) Refer the application back to the zoning commission for an additional public hearing based on a determination that 1) new information has been submitted that the applicant and public has not had a reasonable opportunity to examine and comment on, or 2) new information has been presented that was never submitted or considered by the zoning commission or staff. A city council referral back to the zoning commission will require publication of a new legal ad, posting of the property and mailing to the surrounding property. A referral back to the commission under this section requires a 60% majority vote of the present and voting members of the Council and may only be done once by the City Council.

Section 4. **ZONE TEXT AMENDMENT.** The text of Section 27-1628.E is amended as follows:

Sec. 27-1628. - Zone change.
E. Review and decision-making.
1. City zoning commission recommendation.
(a) The city zoning commission shall make a recommendation to the city council to:
(1) Deny the application;
(2) Approve the application~~; or~~ **.**
(3) ~~Allow the application to be withdrawn.~~

(b) Prior to closure of the public hearing, the zoning commission may also grant a request, without prejudice to the applicant, to allow:

(1) Withdrawal of the application; or
(2) A delay of the public hearing not to exceed 60 days.
(3) Only one delay request by the applicant will be granted by the zoning commission.

(c) The Zoning Commission on its own motion, may continue the public hearing to a date certain, in response to a finding for any of the decision criteria in subsection 27-1628.D., that requires additional information from the applicant. Only one continuance, not to exceed 60 days, on its own motion can be considered by the zoning commission.

~~(b)~~ (d) Recommendations from the zoning commission shall be based on findings of fact and shall be transmitted to the applicant or applicant's agent, and the city council within fifteen (15) calendar days of the conclusion date of the public hearing before the zoning commission.
~~(c)~~ (e) The recommendation of the zoning commission shall be published in a newspaper of general circulation.
~~(d)~~ (f) ~~The zoning commission may, by a majority vote of the members present, delay action for a period not to exceed thirty (30) calendar days, without prejudice to the applicant.~~ A report of the commission's recommendation**,** ~~and the zoning coordinator's~~ findings and conclusions shall be submitted to the city council.

2. City council action.
(a) The city council shall hold a public hearing within thirty (30) calendar days after the publication of the zoning commission recommendation.
(b) Before taking action on a zone change application, and after presentation of the zoning commission report, the city council shall hold a public hearing on the application.
(c) A second reading of the ordinance ~~as~~ is required by BMCC section 2-232.
(d) The city council shall:
(1) Approve the application;
(2) Deny the application;
(3) Allow withdrawal of the application; ~~or~~
(4) Delay the application for a period not to exceed thirty (30) calendar days~~.~~ ;or
(5) Refer the application back to the zoning commission for an additional public hearing based on a determination that 1) new information has been submitted that the applicant and public has not had a reasonable opportunity to examine and comment on, or 2) new information has been presented that was never submitted or considered by the zoning commission or staff. A city council referral back to the zoning commission will require publication of a new legal ad, posting of the property and mailing to the surrounding property. A referral back to the commission under this section requires a 60% majority vote of the present and voting members of the Council and may only be done once by the City Council.

Section 5. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 6. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 7. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 24th day of July 2023.

PASSED, ADOPTED and APPROVED on second reading this 14th day of August 2023.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1031, Text Amendment for Zoning Commission and Council actions on special review or zone changes

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE REGULATIONS IN SECTIONS 27-1500, BE AMENDED TO ALLOW THE RECONSTRUCTION OF RESIDENTIAL STRUCTURES IN COMMERCIAL AND MIXED USE ZONE DISTRICTS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Section 27-1628, BMCC,* provide for amendment to the text of the City Zoning regulations from time to time. The City Zoning Commission and staff have reviewed the proposed text amendment 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. **ZONE REGULATION AMENDMENT** Section 27-1504.C(3)(a).2 is amended as follows:

Sec. 27-1504. Nonconforming Uses

C. Discontinuance.

3. Demolition, destruction, or obsolescence.

(a) Where nonconforming use status applies to: (1) a structure specific to a use (such as a gas station), or (2) structure and land in combination specific to a use, (such as an automobile dealership) removal or destruction of the structure shall presumptively eliminate the nonconforming status of the land and reconstruction shall be done in compliance with this zoning code.

1. Destruction for the purpose of this subsection is defined as damage to an extent of more than fifty (50) percent of the replacement cost of the at time of destruction.

2. The operation of a nonconforming residential use located in an N1-4, NX1-3, ~~or~~ RMH, NMU, CMU1, CMU2, CX, I1, DX, CBD, EBURD, or Public zone district shall not be terminated regardless of the amount of damage or destruction suffered by the structure in which the use is operated.

Section 3. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 4. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 5. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other

provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 24th day of July 2023.

PASSED, ADOPTED and APPROVED on second reading this 14th day of August 2023

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zoning Code Allow rebuild of all R structures in all zone districts except HI

City Council Regular

Date:	08/14/2023
Title:	Second and Final Reading for an Ordinance Amending BMCC, Article 21-200, Solid Waste Collection and Disposal
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the second and final reading of the Ordinance amending BMCC, Article 21-200, Solid Waste Collection and Disposal.

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

At its meeting on July 24, 2023, the City Council conducted a public hearing and approved first reading of an ordinance amending Article 21-200 of the Billings Montana City Code including the following:

- Revising the service for "extras" collection to cardboard only as approved by Council at the June 26, 2023, business meeting;
- Defining the parameters of additional collection services as an on-call, per fee basis;
- Specifying acceptable cardboard guidelines;
- Removing the $500 permit fee for infectious wastes from city code and instead including the fee in the annual solid waste rate resolution;
- Specifying that a residential collection customer can have up to two residential black containers and up to two yard waste containers;
- Allowing for residential customers to have either a 64 gallon or 96 gallon containers and designating that a customer with a 64 gallon container cannot have a second black container;
- Requiring that all trash placed in black residential containers be bagged and tied;
- Specifying that lids on residential containers should be able to close and overfilled containers will not be emptied;
- Defining the allowable time period that residential containers can be set out in the city right-of-way as the night before and day of solid waste collection;
- Adding verbiage regarding the illegal dumping of solid waste;
- Revising the unsecured load language to include the uncovered load fee;
- Adding parameters for disposal of contaminate material and asbestos;
- Including information regarding delinquent bill procedures;
- Deleting and revising obsolete language; and
- Adding definitions and making other minor changes to verbiage.

Additional changes were made by City Council at the meeting and are incorporated in this amended ordinance. These changes are:

- Move the verbiage specifying that residential customers in subdivisions without available on-site storage for yard waste containers will not be provided yard waste containers from Section 21-205, Yard waste to Sec 21-207, Solid waste containers;
- Revise Sec. 21-211(g) to clarify that when stating that containers may not be left in right-of-ways outside the allowable time, it pertains to street right-of-way and not alley right-of-way; and
- Revise Sec. 21-204 to use the word "flammable" in all instances in which "inflammable" was previously stated.

ALTERNATIVES

City Council may:

- Approve the amendment to BMCC, Article 21-200 Solid Waste Collection and Disposal; or,
- Not approve the amendment.

FISCAL EFFECTS

There are no significant fiscal effects as a result of this amendment to city code.

Attachments

Ordinance Redlined
Ordinance Clean

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY REVISING ARTICLE 21-200 OF SAID CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Article 21-200 of the Billings, Montana City Code (BMCC) is amended and renumbered so that such section shall read as follows:

DIVISION 1. – GENERALLY

Sec. 21-201. Definitions.

The following words and phrases, when used in this article, shall have the following meanings:

~~*Animal* as a class of refuse, dead animals means those that die naturally or from disease, are accidently killed, or disposed of administratively. Animals or parts of animals from slaughter houses or similar places are not included in this term, but are regarded as industrial refuse.~~

Black container means a 64 gallon, 96 gallon, or other size container as designated by the city for residential solid waste.

~~*Cinders and a*~~*Ashes* means the residue from the burning of wood, coal, coke, or other combustible materials in homes, stores, institutions and small industrial establishments, for the purpose of heating, cooking and disposing of waste combustible materials. Cinders produced in steam generating plants are included within the meaning of this term.

~~*Collection of solid waste* means the city's operation of gathering together and transporting of solid waste to the point of disposal.~~

Commercial means all business, industrial, institutional or agricultural establishments and all other properties that do not meet the residential definition. The city may allow multi-plex units to be classified as commercial at the owner's request.

Customer means a person or entity that has an established solid waste account and is billed directly by the city for collection of solid waste.

~~*Garbage* includes animal and vegetable waste resulting from the handling, preparation, cooking and consumption of foods. It is composed largely of organic matters and their natural moisture content. The term includes within its meaning, food processing wastes from canneries, slaughter houses, packing plants or similar~~

~~industries, or large quantities of condemned food products. Garbage also originates in kitchens, wholesale and retail stores and markets, restaurants, hotels and other places where food is stored, prepared, cooked or consumed.~~

Infectious waste is waste defined as "infectious waste" in Section 75-10-1003, Montana Code Annotated.

~~*Refuse* means all solid waste of any kindor type legally disposed through the operations of the city.~~

Residential means any property used as a permanent dwelling or abode by one (1) or more families including but not limited to single and multi-family, multi-plex, townhouse, apartment house, condominium, or any other housing unit, which receives once-a-week automated collection of black containers ~~receptacles~~ provided by the city designed for use by one or more families. Transient quarters, generally used as temporary residences, such as motels and hotels, are specifically excluded from the residential classification.

Residential service is defined as once-a-week automated collection of black containers provided by the city from residential properties.

Rubbish means all refuse not included in ~~garbage~~ solid waste and ashes. It consists of a great variety of combustible and noncombustible waste materials from households, stores and institutions. This waste is defined more specifically as "combustible rubbish" and "noncombustible rubbish," but whenever the word "rubbish" is used alone, it means a mixture of both. Trash is synonymous with rubbish.

(1) *Building rubbish* means the waste materials from construction, remodeling and repairs on houses, commercial buildings and other structures. It comprises, among a great variety of other rejected matter, excavated earth, stones, bricks, plaster, wallpaper, lumber, shingles, concrete and waste parts.

(2) *Combustible rubbish* comprises miscellaneous flammable materials. Generally, it is the organic component of rubbish, such as paper, rags, cartons, boxes, wood, excelsior, furniture, bedding, rubber, leather, tree branches, yard trimmings and similar material.

(3) *Noncombustible rubbish* comprises miscellaneous solid waste ~~refuse~~ materials that are nonflammable at ordinary temperatures. For the most part, it is the inorganic component of rubbish, such as tin cans, metals, mineral matter, glass, crockery, dust, metal furniture, etc.

(4) *Yard rubbish* consists of trimmings from trees, shrubs and hedges, branches, twigs, limbs, and trunks less than six (6) inches at the large end. ~~grass and shrub clippings, cut weeds, fallen leaves and general yard and garden waste materials.~~

~~*Service* means the frequency of collection each week and the size of containers used. Residential service is specifically defined as once-a-week automated collection of residential receptacles provided by the city from residential properties.~~

Solid waste means all trash consisting of everyday nonhazardous disposable materials generated by households, institutions, industries, and agriculture made up of waste, organics, and recyclable materials.

Yard waste service means once-a-week automated collection of green residential ~~receptacles~~ containers for yard waste provided by the city to ~~from~~ residential properties for anticipated collection between ~~from~~ the first full week of April until the last full week of November. ~~Yard waste may include garden waste, grass clippings, leaves, shrub pruning, smaller branches or twigs, and weeds. Yard waste specifically excludes dirt, sod, rocks, and animal drippings. Plastic bags must not be included in yard waste receptacles.~~

Sec. 21-202. Duty of owner or occupant.

(a) It shall be the duty of the owner or occupant of any premises within the city limits to keep such premises and one-half of the alley immediately adjacent thereto and the gutter in front of or adjoining his or her property clean, open and free of wastepaper, cans, leaves or any unhealthy materials of any kind.

(b) Before a complaint can be filed charging a violation of this section, the person to be charged must first be given written notice of the violation, setting forth in the notice the nature of the violation, and a period of five (5) days after receiving such notice to remedy the violation.

(c) A violation of this section is designated as a municipal infraction and punishable by civil penalties as specified in section 18-1304.

Sec. 21-203. Infectious wastes.

(a~~b~~) "Infectious waste" shall not be placed with other noninfectious wastes or solid waste ~~refuse~~ for normal collection by the city.

(b~~c~~) The city administrator, or his designee, is authorized to issue written special permits to private individuals or entities permitting them to collect and remove infectious wastes within the city.

(1) Permits shall be issued only to those individuals or entities holding the licenses or permits required by Section 75-10-1006, MCA.

(2) Permits shall be issued on an annual basis.

(3) The permit fee shall be specified in the annual rate resolution. ~~five hundred dollars ($500.00) annually~~. Such fee shall be paid at the time of issuance of the permit and is nonrefundable.

(4) All permits shall contain a provision prohibiting disposal in the city landfill of infectious wastes which have not been treated so as to render them noninfectious.

(5) All permits shall contain a provision stating that the city may, in its sole discretion, refuse to renew the permit at the end of the annual period and elect to provide such services exclusively with city facilities and personnel.

(cd) It is unlawful for any person to dispose of or deposit in the city landfill any infectious wastes which have not been treated as described in Section 75-10-1005, MCA, so as to render them noninfectious and no longer biological hazardous.

Sec. 21-204. ~~In~~fFlammable waste; acids and explosives.

No person shall place or cause to be placed in or near the container ~~receptacle~~ provided for the removal of solid waste ~~refuse~~, any highly ~~in~~flammable wastes, acids or explosives of any kind whatsoever. All such materials shall be disposed of by the producer of the ~~in~~flammable waste in a manner directed by the city.

Sec. 21-205. Yard waste ~~rubbish~~.

~~All trimmings from trees, shrubs and hedges shall be securely tied in bundles not heavier than seventy-five (75) pounds, nor more than four (4) feet in length, nor more than two (2) feet in diameter, and shall be left at or near the place specified for receptacles. Tree branches, limbs or the trunks placed for collection shall not exceed six (6) inches at the large end. Any rubbish not meeting these specifications may or may not be collected at the option of the city.~~ Yard waste may include garden waste, grass clippings, leaves, shrub pruning, smaller branches or twigs, and weeds. Yard waste specifically excludes dirt, sod, rocks, and animal droppings. Plastic bags must not be included in yard waste containers.

All yard waste ~~rubbish~~ resulting from the work of a contractor or the like shall be removed by means provided by and at the sole expense and cost of the contractor. Yard waste service is not available for commercial customers.

Sec. 21-206. ~~Refuse~~ Solid waste containers ~~and receptacles~~—Duty to provide.

It is the duty of every owner or his or her agent or the occupant of any premises and all other persons occupying business premises wherein or whereon any solid waste is created in the city to provide or cause to be provided, and at all times to keep or cause to be kept in such places as the city may from time to time direct, containers, receptacles or racks that conform to the provision of this article. Whenever the city provides individual black containers ~~barrels~~ for ~~curb~~ collection ~~or community barrels for alley collection~~ of residential ~~garbage~~ solid waste, residents shall only use these black containers ~~receptacles~~.

Sec. 21-207. ~~Same~~ Solid waste containers—Number required.

(a) *Residential properties.* There shall be a sufficient number of ~~receptacles~~ black containers to adequately hold the accumulation of ~~garbage refuse~~ residential solid waste for a period of seven (7) days. The city shall provide up to two containers for residential service and up to two containers for yard waste service to residential customers. Residential customers in subdivisions that do not have available on-site storage for yard waste containers are not eligible for yard waste service and will not be provided with yard waste containers. Such subdivisions are designated as ineligible by the Public Works Department.

(b) *Commercial properties.* There shall be sufficient ~~receptacles~~ containers to ~~contain~~ hold all ~~refuse~~ solid waste generated between scheduled collection times. More frequent collections, additional or larger receptacles may be required at the direction of the city if there is an insufficient available capacity to contain the ~~refuse~~ solid waste generated.

(c) Except as provided in Section 21-218, it is unlawful to cause or allow solid waste to be placed at the designated point of collection without being contained in a suitable container as herein described.

Sec. 21-208. ~~Same~~ Solid waste containers—Condition.

It is at all times the responsibility of the property owner or occupant to maintain ~~receptacles~~ containers in a good, clean and useable condition. ~~Receptacles~~ Commercial containers that are not provided by the city and that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the collectors or others whose duty it is to handle the containers, or to the extent that the covers will not fit tightly or to the extent of allowing the ~~refuse~~ solid waste to be scattered, will be condemned by the city. Replacement will be required upon notification. Commercial type containers shall be in good condition at all times with proper and functional lids, wheels where applicable, not bent and free from holes. Barrels provided by the city will be repaired and replaced by the city.

Sec. 21-209. ~~Same~~ Solid waste containers—Size of residential containers.

Residential customers may be provided a 64 gallon black container or a 96 gallon black container, or some other size as designated by the city. A residential customer provided a 64 gallon black container may not have a second black container for residential service. ~~The city shall provide all containers to residential customers for residential service and yard waste service. Plastic containers, receptacles, bags or sacks designed for the accumulating, storage and handling of refuse are also acceptable and will be picked up per approved published schedule or frequency.~~

Sec. 21-210. ~~Same~~ Solid waste containers—Storage.

(a) Underground container storage is not permitted. When collection is made from the street, storage of containers shall not be close to the curb area except on collection days.

(b) Commercial properties will provide suitable facilities for ~~receptacle~~ container storage to protect against the accidental dispersal of ~~refuse~~ solid waste about the property or alleys and streets of the city.

Sec. 21-211. Preparation of solid waste ~~refuse~~ for collection.

(a) Ashes to be collected shall not contain any hot coals or ashes and shall be placed in a proper container. Hot coals or ashes will not be collected. ~~The collectors are not required to collect hot ashes.~~

(b) Solid Waste ~~Refuse~~ resulting from contract operations, tree trimming or removal including earth, plaster, metal, tile, brick, terra cotta, slate, shingles, roofing, tin, iron and construction litter in general shall be removed and disposed of by the person responsible for its production and in a manner and place approved by the city; provided, however, that small quantities of building rubbish resulting from minor alterations, or tree trimming done solely by the householder, will be collected by the city if properly contained.

(c) Combustible rubbish of every kind whatsoever shall be securely wrapped, packed or contained in a manner that will prevent scattering by the wind and shall be deposited in a proper receptacle.

(d) Customers shall ~~All city provided residential containers are to~~ keep the area ~~clean~~ around ~~the~~ containers clean. The recommended clearance is four (4) feet around the container.

(e) All solid waste placed in black containers for residential service and all commercial containers shall be in bags, designed for the accumulation of trash, and tied.

(f) Do not overfill the containers. The lids on green containers used for yard waste and black containers for residential services shall be able to close. Overfilled containers will not be emptied and customers will not receive service until the next scheduled service day.

(g) Black and green residential containers will be allowed to be placed for collection within, but without obstructing, the street right-of-way the night before and on the day of solid waste collection only. Containers must be stored off the street right-of-way the remainder of the time.

Sec. 21-212. Disturbing solid waste containers ~~refuse receptacles~~.

No person shall remove, handle, pick up or otherwise disturb the solid waste containers ~~refuse receptacles~~ or the contents thereof which have been properly placed for collection. This section shall not apply to the owner, occupant, lessee of residence, dwelling or other building so placing the solid waste ~~refuse~~ and container ~~receptacle~~ or to others whose legal duty it is to handle the containers ~~receptacles~~ or contents, or to those who have been issued a permit for such purpose. This section shall not restrict the authority of law enforcement officials to conduct a search of solid waste containers. ~~refuse receptacles~~. It is unlawful for any person or business to dump or place solid waste in a solid waste container belonging to another person or upon any other premises without the consent of the owner of such container or premises.

Sec. 21-213. Use of landfill by persons other than city.

(a) Use of the landfill by persons other than the city shall be in accordance with the use agreements between the city and all other entities. Use of the landfill shall be

subject to the fees set forth in an annual resolution. Solid waste ~~Refuse~~ shall be acceptable to the city and be deposited in strict accordance with all rules and regulations governing the city landfill.

(b) City residents hauling non-business waste from their primary residence will not be charged if the waste is hauled in a vehicle no larger than a one-ton pickup truck, or equivalent size trailer. Fees will apply for special waste in accordance with the disposal fee resolution adopted by the city council annually.

(c) Employees of the city in charge of maintaining the landfill are authorized to request of any person to produce proper registration of any vehicle, issued by the state, to certify that the vehicle is owned by a resident or nonresident of the city. Employees in charge of maintaining the landfill are further authorized to request any other suitable identification from operators or owners of vehicles to determine whether such person is a resident or nonresident.

(d) Payment of landfill fees by private solid waste ~~refuse~~ haulers and contractors shall be allowed by monthly billing after establishment of acceptable credit. Any account which is delinquent more than sixty (60) days shall be refused the right to dispose of any solid waste ~~refuse~~ at the city landfill until the account is paid in full.

Sec. 21-214. Collection by city exclusive.

(a) It is unlawful for any person other than the city to engage in the business of collecting, removing and disposing of solid waste ~~refuse~~ within the jurisdiction of the city, or for any person other than the city, its agents or employees to do or perform any of the things herein required to be done or performed by the city, except:

(1) As provided in sections 21-215 and 21-203;

(2) For drop-box service on construction sites; ~~and~~

(3) Per a written agreement approved by the city council; and

(~~3~~4) As provided by MCA 7-2-4736, preservation of existing garbage or solid waste service in the event of annexation.

(b) The city administrator with the consent of the city council, may call for bids on any areas that may be opened for competitive bidding by private haulers.

Sec. 21-215. Special permits.

In the case of isolated premises or where reasonable access cannot be had by truck, solid waste ~~refuse~~ therefrom may, upon written special permission of the city, be collected, removed and disposed of in such manner as the city shall in and by such permit approve and direct.

Sec. 21-216. Supervision of disposal.

All matters relating to the collection, removal and disposal of solid waste ~~refuse~~, unless specifically placed under the direction of the city/county board of health, shall be done and performed under the supervision, direction and control of the city administrator or designee, and in strict conformity with the provisions of this article and

with any additional rules and regulations that may be made from time to time by the city administrator.

Sec. 21-217. Load security.

No person for himself or herself or on behalf of any other person shall operate a vehicle within the city or between the city and the city landfill disposal site transporting material or solid waste ~~refuse~~ of any kind or nature which is not fully secured. "Unsecured loads" are defined as a load of any quantity of any material or solid waste ~~refuse~~ that is not fully tied, covered or enclosed in such a manner that material being transported cannot be spilled, blown, dropped or otherwise lost from the transporting vehicle. Any person violating this section on load security shall pay the uncovered load fee as designated by resolution. b~~e guilty of a misdemeanor, shall be issued a citation and notice to appear, shall be required to unload in a designated landfill area and shall pay a minimum fine of thirty-five dollars ($35.00).~~

~~The maximum fine is as provided in section 1-110. Upon subsequent offenses by the same person, the offender will be subject to a penalty as provided for other violations of this article as provided in section 1-110. For the purposes of this section the solid waste superintendent, or designee(s), is authorized as the enforcement officer and is granted the authority to enforce the provisions of this section and issue citations.~~

A person operating a loaded vehicle on a public highway with an unsecured load shall also be subject to a misdemeanor as specified in Section61-8-370, MCA.

Sec. 21-218. Additional residential collection and special pickups.

The city will collect cardboard placed next to a residential container per a published schedule by the Public Works Department. Residents shall not set cardboard out when it is raining. Cardboard must not be wet and must be free of food, oil stains, packing peanuts, plastic bags, and bubble wrap. Cardboard boxes shall be flattened except a large cardboard box may be used to contain other smaller flattened cardboard boxes.

The city will collect extra and bulky solid waste from residential customers on an on-call basis. Extra solid waste includes items equivalent to a 32 gallon container or approximately 2 feet by 2 feet and will be charged per the annual rate resolution. Yard rubbish can also be collected as an on-call extra item. Yard rubbish should be securely tied in bundles not heavier than 75 pounds, no more than (4) feet in length, and no more than two (2) feet in diameter. Bulky solid waste includes items greater than 75 pounds or larger than a 32 gallon container or 2 feet by 2 feet size such as furniture, televisions, and mattresses.

Sec. 21-219. Outdoor dumping of solid waste prohibited.

Any deposit of solid waste upon the city right-of-way, city property or the premises or property of another without the express permission or consent of the city, owner, or occupant of such premises is forbidden and prohibited. A violation of this section is designated as a municipal infraction and punishable by civil penalties as specified in section 18-1304.

Sec. 21-220. Contaminated materials and asbestos.

Disposal of all contaminated material is regulated by the Landfill Acceptance Criteria for total and/or total toxicity characteristic leaching procedure (TCLP) concentration limits for the following parameters: petroleum hydrocarbons, total organic halogens (TOX), semi-volatile organics and heavy RCRA metals.

Disposal of asbestos containing material greater than 1% both friable and non-friable is regulated by the Montana DEQ Asbestos Control Program, EPA, OSHA, and landfill disposal requirements.

Secs. 21-2211~~8~~—21-225. Reserved.

DIVISION 2. – COSTS

Sec. 21-226. Assessment against property; monthly billing authorized.

The cost of collecting and/or disposing of solid waste ~~refuse~~, from the streets, alleys and private premises of the city shall be billed at the monthly rate established by this division to each customer on the monthly public works utilities water and wastewater billing statements.

Sec. 21-227. Costs borne proportionately.

Each property from which solid waste ~~refuse~~ is produced or collected shall, as far as practicable, bear its share of the expense of collecting and/or disposing of the solid waste ~~refuse~~ in proportion to the amount of solid waste ~~refuse~~ collected and/or disposal of and the frequency of collection.

Sec. 21-228. Cost estimate.

It is the duty of the city administrator to provide the council an estimate, as near as practicable, of the cost of collecting and disposing of solid waste ~~refuse~~ in the city.

Sec. 21-229. Annual determination of charges for services rendered.

The council shall hold a public hearing annually and pass and adopt a resolution setting the commercial and residential services collection and disposal rates, landfill fees and any other miscellaneous fees or charges deemed appropriate and necessary. The resolution shall list the fee schedules.

Sec. 21-230—233. Reserved.

Sec. 21-234. Hearing of objections; changes; final passage.

At the time set for hearings objections to the final passage of the resolution referred to in section 21-229, or at a time to which such meeting may be adjourned, the city council shall pass upon all objections and make such changes in the assessments as it shall deem necessary and proper after hearing such objections, and shall adopt such

resolution. Thereafter, the city clerk shall incorporate such changes in the list of charges as extended.

Secs. 21-235. Delinquent bills.

Bills shall become delinquent 25 days from the date of billing if not paid. If the bill is not paid within 40 days after the billing date, the solid waste service to the customer shall be discontinued after written notice is mailed to the customer until the delinquent assessed amount is paid. The city invokes the use of the procedures set forth under MCA 7-13-4108 for collection of delinquent assessed bills, which imparts the payment as a tax against the property involved and also permits the city to bring suit to collect payment of delinquent solid waste charges.

Secs. 21-23~~5~~6—21-237. Reserved

Sec. 21-238. Refunds.

No refunds of charges collected under this division shall be made except in cases of obvious error or change of service.

Sec. 21-239. Residential lots involving off-street collection.

For each residential property where the collection is made from beyond the curb, sidewalk or alley area in which a documented medical necessity is obtained from the resident, the monthly charge shall be equal to the monthly residential service rate established under this division. For each residential property where collection is required to be made from beyond the curb, sidewalk or alley area due to the way in which the property was constructed, one hundred (100) percent shall be added to the residential rate established under this division.

Sec. 21-240. Solid waste ~~Refuse~~ requiring special handling.

Disposal of solid waste ~~refuse~~ of a kind for which other provision is not made shall be made pursuant to this section. Any solid waste ~~refuse~~ placed upon the alleys or streets which does not come within the provisions of this article may be removed therefrom at the expense of the owner of the property from which such solid waste ~~refuse~~ originates. The city may submit a bill to the persons liable for the removal of such refuse. If the amount is not paid within ten (10) days after the bill is submitted, then the charge shall be collected in the same manner as the collection of other solid waste ~~refuse~~ fees, as provided in this chapter.

Sec. 21-241. Removal of solid waste ~~refuse~~ at owner's expense.

Nothing contained in this article shall prevent the city council from requiring the owner or occupant of premises to remove therefrom the solid waste ~~refuse~~ or a portion thereof at his or her own expense, under the supervision and control of the city and adjusting the fee.

Section 2. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 3. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4**.** **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the _____ day of _____, 2023.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2023.

CITY OF BILLINGS

BY:_____
William A. Cole, Mayor

Attest:

BY:_____
Denise R. Bohlman, City Clerk

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY REVISING ARTICLE 21-200 OF SAID CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Article 21-200 of the Billings, Montana City Code (BMCC) is amended and renumbered so that such section shall read as follows:

DIVISION 1. – GENERALLY

Sec. 21-201. Definitions.

The following words and phrases, when used in this article, shall have the following meanings:

Ashes means the residue from the burning of wood, coal, coke, or other combustible materials in homes, stores, institutions and small industrial establishments, for the purpose of heating, cooking and disposing of waste combustible materials. Cinders produced in steam generating plants are included within the meaning of this term.

Black container means a 64 gallon, 96 gallon, or other size container as designated by the city for residential solid waste.

Commercial means all business, industrial, institutional or agricultural establishments and all other properties that do not meet the residential definition. The city may allow multi-plex units to be classified as commercial at the owner's request.

Customer means a person or entity that has an established solid waste account and is billed directly by the city for collection of solid waste.

Infectious waste is waste defined as "infectious waste" in Section 75-10-1003, Montana Code Annotated.

Residential means any property used as a permanent dwelling or abode by one (1) or more families including but not limited to single and multi-family, multi-plex, townhouse, apartment house, condominium, or any other housing unit, which receives once-a-week automated collection of black containers provided by the city designed for use by one or more families. Transient quarters, generally used as temporary residences, such as motels and hotels, are specifically excluded from the residential classification.

Residential service is defined as once-a-week automated collection of black containers provided by the city from residential properties.

Rubbish means all refuse not included in solid waste and ashes. It consists of a great variety of combustible and noncombustible waste materials from households, stores and institutions. This waste is defined more specifically as "combustible rubbish" and "noncombustible rubbish," but whenever the word "rubbish" is used alone, it means a mixture of both. Trash is synonymous with rubbish.

(1) *Building rubbish* means the waste materials from construction, remodeling and repairs on houses, commercial buildings and other structures. It comprises, among a great variety of other rejected matter, excavated earth, stones, bricks, plaster, wallpaper, lumber, shingles, concrete and waste parts.

(2) *Combustible rubbish* comprises miscellaneous flammable materials. Generally, it is the organic component of rubbish, such as paper, rags, cartons, boxes, wood, excelsior, furniture, bedding, rubber, leather, tree branches, yard trimmings and similar material.

(3) *Noncombustible rubbish* comprises miscellaneous solid waste ~~refuse~~ materials that are nonflammable at ordinary temperatures. For the most part, it is the inorganic component of rubbish, such as tin cans, metals, mineral matter, glass, crockery, dust, metal furniture, etc.

(4) *Yard rubbish* consists of trimmings from trees, shrubs and hedges, branches, twigs, limbs, and trunks less than six (6) inches at the large end.

Solid waste means all trash consisting of everyday nonhazardous disposable materials generated by households, institutions, industries, and agriculture made up of waste, organics, and recyclable materials.

Yard waste service means once-a-week automated collection of green residential containers for yard waste provided by the city to residential properties for anticipated collection between the first full week of April until the last full week of November.

Sec. 21-202. Duty of owner or occupant.

(a) It shall be the duty of the owner or occupant of any premises within the city limits to keep such premises and one-half of the alley immediately adjacent thereto and the gutter in front of or adjoining his or her property clean, open and free of wastepaper, cans, leaves or any unhealthy materials of any kind.

(b) Before a complaint can be filed charging a violation of this section, the person to be charged must first be given written notice of the violation, setting forth in the notice the nature of the violation, and a period of five (5) days after receiving such notice to remedy the violation.

(c) A violation of this section is designated as a municipal infraction and punishable by civil penalties as specified in section 18-1304.

Sec. 21-203. Infectious wastes.

(a) "Infectious waste" shall not be placed with other noninfectious wastes or solid waste for normal collection by the city.

(b) The city administrator, or his designee, is authorized to issue written special permits to private individuals or entities permitting them to collect and remove infectious wastes within the city.

(1) Permits shall be issued only to those individuals or entities holding the licenses or permits required by Section 75-10-1006, MCA.

(2) Permits shall be issued on an annual basis.

(3) The permit fee shall be specified in the annual rate resolution. Such fee shall be paid at the time of issuance of the permit and is nonrefundable.

(4) All permits shall contain a provision prohibiting disposal in the city landfill of infectious wastes which have not been treated so as to render them noninfectious.

(5) All permits shall contain a provision stating that the city may, in its sole discretion, refuse to renew the permit at the end of the annual period and elect to provide such services exclusively with city facilities and personnel.

(c) It is unlawful for any person to dispose of or deposit in the city landfill any infectious wastes which have not been treated as described in Section 75-10-1005, MCA, so as to render them noninfectious and no longer biological hazardous.

Sec. 21-204. Flammable waste; acids and explosives.

No person shall place or cause to be placed in or near the container provided for the removal of solid waste, any highly flammable wastes, acids or explosives of any kind whatsoever. All such materials shall be disposed of by the producer of the flammable waste in a manner directed by the city.

Sec. 21-205. Yard waste.

Yard waste may include garden waste, grass clippings, leaves, shrub pruning, smaller branches or twigs, and weeds. Yard waste specifically excludes dirt, sod, rocks, and animal droppings. Plastic bags must not be included in yard waste containers.

All yard waste resulting from the work of a contractor or the like shall be removed by means provided by and at the sole expense and cost of the contractor. Yard waste service is not available for commercial customers.

Sec. 21-206. Solid waste containers—Duty to provide.

It is the duty of every owner or his or her agent or the occupant of any premises and all other persons occupying business premises wherein or whereon any solid waste is created in the city to provide or cause to be provided, and at all times to keep or cause to be kept in such places as the city may from time to time direct, containers,

receptacles or racks that conform to the provision of this article. Whenever the city provides individual black containers for collection of residential solid waste, residents shall only use these black containers.

Sec. 21-207. Solid waste containers—Number required.

(a) *Residential properties.* There shall be a sufficient number of black containers to adequately hold the accumulation of residential solid waste for a period of seven (7) days. The city shall provide up to two containers for residential service and up to two containers for yard waste service to residential customers. Residential customers in subdivisions that do not have available on-site storage for yard waste containers are not eligible for yard waste service and will not be provided with yard waste containers. Such subdivisions are designated as ineligible by the Public Works Department.

(b) *Commercial properties.* There shall be sufficient containers to hold all solid waste generated between scheduled collection times. More frequent collections, additional or larger receptacles may be required at the direction of the city if there is an insufficient available capacity to contain the solid waste generated.

(c) Except as provided in Section 21-218, it is unlawful to cause or allow solid waste to be placed at the designated point of collection without being contained in a suitable container as herein described.

Sec. 21-208. Solid waste containers—Condition.

It is at all times the responsibility of the property owner or occupant to maintain containers in a good, clean and useable condition. Commercial containers that are not provided by the city and that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the collectors or others whose duty it is to handle the containers, or to the extent that the covers will not fit tightly or to the extent of allowing the solid waste to be scattered, will be condemned by the city. Replacement will be required upon notification. Commercial type containers shall be in good condition at all times with proper and functional lids, wheels where applicable, not bent and free from holes. Barrels provided by the city will be repaired and replaced by the city.

Sec. 21-209. Solid waste containers—Size of residential containers.

Residential customers may be provided a 64 gallon black container or a 96 gallon black container. A residential customer provided a 64 gallon black container may not have a second black container for residential service.

Sec. 21-210. Solid waste containers—Storage.

(a) Underground container storage is not permitted. When collection is made from the street, storage of containers shall not be close to the curb area except on collection days.

(b) Commercial properties will provide suitable facilities for container storage to protect against the accidental dispersal of solid waste about the property or alleys and streets of the city.

Sec. 21-211. Preparation of solid waste for collection.

(a) Ashes to be collected shall not contain any hot coals or ashes and shall be placed in a proper container. Hot coals or ashes will not be collected.

(b) Solid Waste resulting from contract operations, tree trimming or removal including earth, plaster, metal, tile, brick, terra cotta, slate, shingles, roofing, tin, iron and construction litter in general shall be removed and disposed of by the person responsible for its production and in a manner and place approved by the city; provided, however, that small quantities of building rubbish resulting from minor alterations, or tree trimming done solely by the householder, will be collected by the city if properly contained.

(c) Combustible rubbish of every kind whatsoever shall be securely wrapped, packed or contained in a manner that will prevent scattering by the wind and shall be deposited in a proper receptacle.

(d) Customers shall keep the area around containers clean. The recommended clearance is four (4) feet around the container.

(e) All solid waste placed in black containers for residential service and all commercial containers shall be in bags, designed for the accumulation of trash, and tied.

(f) Do not overfill the containers. The lids on green containers used for yard waste and black containers for residential services shall be able to close. Overfilled containers will not be emptied and customers will not receive service until the next scheduled service day.

(g) Black and green residential containers will be allowed to be placed for collection within, but without obstructing, the street right-of-way the night before and on the day of solid waste collection only. Containers must be stored off the street right-of-way the remainder of the time.

Sec. 21-212. Disturbing solid waste containers.

No person shall remove, handle, pick up or otherwise disturb the solid waste containers or the contents thereof which have been properly placed for collection. This section shall not apply to the owner, occupant, lessee of residence, dwelling or other building so placing the solid waste and container or to others whose legal duty it is to handle the containers or contents, or to those who have been issued a permit for such purpose. This section shall not restrict the authority of law enforcement officials to conduct a search of solid waste containers. It is unlawful for any person or business to dump or place solid waste in a solid waste container belonging to another person or upon any other premises without the consent of the owner of such container or premises.

Sec. 21-213. Use of landfill by persons other than city.

(a) Use of the landfill by persons other than the city shall be in accordance with the use agreements between the city and all other entities. Use of the landfill shall be subject to the fees set forth in an annual resolution. Solid waste shall be acceptable

to the city and be deposited in strict accordance with all rules and regulations governing the city landfill.

(b) City residents hauling non-business waste from their primary residence will not be charged if the waste is hauled in a vehicle no larger than a one-ton pickup truck, or equivalent size trailer. Fees will apply for special waste in accordance with the disposal fee resolution adopted by the city council annually.

(c) Employees of the city in charge of maintaining the landfill are authorized to request of any person to produce proper registration of any vehicle, issued by the state, to certify that the vehicle is owned by a resident or nonresident of the city. Employees in charge of maintaining the landfill are further authorized to request any other suitable identification from operators or owners of vehicles to determine whether such person is a resident or nonresident.

(d) Payment of landfill fees by private solid waste haulers and contractors shall be allowed by monthly billing after establishment of acceptable credit. Any account which is delinquent more than sixty (60) days shall be refused the right to dispose of any solid waste ~~refuse~~ at the city landfill until the account is paid in full.

Sec. 21-214. Collection by city exclusive.

(a) It is unlawful for any person other than the city to engage in the business of collecting, removing and disposing of solid waste within the jurisdiction of the city, or for any person other than the city, its agents or employees to do or perform any of the things herein required to be done or performed by the city, except:

(1) As provided in sections 21-215 and 21-203;

(2) For drop-box service on construction sites;

(3) Per a written agreement approved by the city council; and

(4) As provided by MCA 7-2-4736, preservation of existing garbage or solid waste service in the event of annexation.

(b) The city administrator with the consent of the city council, may call for bids on any areas that may be opened for competitive bidding by private haulers.

Sec. 21-215. Special permits.

In the case of isolated premises or where reasonable access cannot be had by truck, solid waste therefrom may, upon written special permission of the city, be collected, removed and disposed of in such manner as the city shall in and by such permit approve and direct.

Sec. 21-216. Supervision of disposal.

All matters relating to the collection, removal and disposal of solid waste, unless specifically placed under the direction of the city/county board of health, shall be done and performed under the supervision, direction and control of the city administrator or designee, and in strict conformity with the provisions of this article and with any additional rules and regulations that may be made from time to time by the city administrator.

Sec. 21-217. Load security.

No person for himself or herself or on behalf of any other person shall operate a vehicle within the city or between the city and the city landfill disposal site transporting material or solid waste of any kind or nature which is not fully secured. "Unsecured loads" are defined as a load of any quantity of any material or solid waste that is not fully tied, covered or enclosed in such a manner that material being transported cannot be spilled, blown, dropped or otherwise lost from the transporting vehicle. Any person violating this section on load security shall pay the uncovered load fee as designated by resolution.

A person operating a loaded vehicle on a public highway with an unsecured load shall also be subject to a misdemeanor as specified in Section61-8-370, MCA.

Sec. 21-218. Additional residential collection and special pickups.

The city will collect cardboard placed next to a residential container per a published schedule by the Public Works Department. Residents shall not set cardboard out when it is raining. Cardboard must not be wet and must be free of food, oil stains, packing peanuts, plastic bags, and bubble wrap. Cardboard boxes shall be flattened except a large cardboard box may be used to contain other smaller flattened cardboard boxes.

The city will collect extra and bulky solid waste from residential customers on an on-call basis. Extra solid waste includes items equivalent to a 32 gallon container or approximately 2 feet by 2 feet and will be charged per the annual rate resolution. Yard rubbish can also be collected as an on-call extra item. Yard rubbish should be securely tied in bundles not heavier than 75 pounds, no more than (4) feet in length, and no more than two (2) feet in diameter. Bulky solid waste includes items greater than 75 pounds or larger than a 32 gallon container or 2 feet by 2 feet size such as furniture, televisions, and mattresses.

Sec. 21-219. Outdoor dumping of solid waste prohibited.

Any deposit of solid waste upon the city right-of-way, city property or the premises or property of another without the express permission or consent of the city, owner, or occupant of such premises is forbidden and prohibited. A violation of this section is designated as a municipal infraction and punishable by civil penalties as specified in section 18-1304.

Sec. 21-220. Contaminated materials and asbestos.

Disposal of all contaminated material is regulated by the Landfill Acceptance Criteria for total and/or total toxicity characteristic leaching procedure (TCLP) concentration limits for the following parameters: petroleum hydrocarbons, total organic halogens (TOX), semi-volatile organics and heavy RCRA metals.

Disposal of asbestos containing material greater than 1% both friable and non-friable is regulated by the Montana DEQ Asbestos Control Program, EPA, OSHA, and landfill disposal requirements.

Secs. 21-221~~18~~—21-225. Reserved.

DIVISION 2. – COSTS

Sec. 21-226. Assessment against property; monthly billing authorized.

The cost of collecting and/or disposing of solid waste, from the streets, alleys and private premises of the city shall be billed at the monthly rate established by this division to each customer on the monthly public works utilities water and wastewater billing statements.

Sec. 21-227. Costs borne proportionately.

Each property from which solid waste is produced or collected shall, as far as practicable, bear its share of the expense of collecting and/or disposing of the solid waste in proportion to the amount of solid waste collected and/or disposal of and the frequency of collection.

Sec. 21-228. Cost estimate.

It is the duty of the city administrator to provide the council an estimate, as near as practicable, of the cost of collecting and disposing of solid waste in the city.

Sec. 21-229. Annual determination of charges for services rendered.

The council shall hold a public hearing annually and pass and adopt a resolution setting the commercial and residential services collection and disposal rates, landfill fees and any other miscellaneous fees or charges deemed appropriate and necessary. The resolution shall list the fee schedules.

Sec. 21-230—233. Reserved.

Sec. 21-234. Hearing of objections; changes; final passage.

At the time set for hearings objections to the final passage of the resolution referred to in section 21-229, or at a time to which such meeting may be adjourned, the city council shall pass upon all objections and make such changes in the assessments as it shall deem necessary and proper after hearing such objections, and shall adopt such resolution. Thereafter, the city clerk shall incorporate such changes in the list of charges as extended.

Secs. 21-235. Delinquent bills.

Bills shall become delinquent 25 days from the date of billing if not paid. If the bill is not paid within 40 days after the billing date, the solid waste service to the customer shall be discontinued after written notice is mailed to the customer until the delinquent assessed amount is paid. The city invokes the use of the procedures set forth under MCA 7-13-4108 for collection of delinquent assessed bills, which imparts the payment as a tax against the property involved and also permits the city to bring suit to collect payment of delinquent solid waste charges.

Secs. 21-236—21-237. Reserved

Sec. 21-238. Refunds.

No refunds of charges collected under this division shall be made except in cases of obvious error or change of service.

Sec. 21-239. Residential lots involving off-street collection.

For each residential property where the collection is made from beyond the curb, sidewalk or alley area in which a documented medical necessity is obtained from the resident, the monthly charge shall be equal to the monthly residential service rate established under this division. For each residential property where collection is required to be made from beyond the curb, sidewalk or alley area due to the way in which the property was constructed, one hundred (100) percent shall be added to the residential rate established under this division.

Sec. 21-240. Solid waste requiring special handling.

Disposal of solid waste of a kind for which other provision is not made shall be made pursuant to this section. Any solid waste placed upon the alleys or streets which does not come within the provisions of this article may be removed therefrom at the expense of the owner of the property from which such solid waste originates. The city may submit a bill to the persons liable for the removal of such refuse. If the amount is not paid within ten (10) days after the bill is submitted, then the charge shall be collected in the same manner as the collection of other solid waste fees, as provided in this chapter.

Sec. 21-241. Removal of solid waste at owner's expense.

Nothing contained in this article shall prevent the city council from requiring the owner or occupant of premises to remove therefrom the solid waste ~~refuse~~ or a portion thereof at his or her own expense, under the supervision and control of the city and adjusting the fee.

Section 2. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 3. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4**.** **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the _____ day of _____, 2023.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2023.

CITY OF BILLINGS

BY:_____
William A. Cole, Mayor

Attest:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	08/14/2023
Title:	Payment of Claims for week of June 26, 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 $3,733,042.52 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 06262023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45103	ACH	HDR	Water	$ 4,739.38	WO 18-23 Water Master Plan Update; Payment 36
45103	ACH	HDR	Water	$ 63,044.57	WO 19-12 West End Reservoir; Payment 50
45103	ACH	HDR	Storm Sewer	$ 530.90	WO 20-33 Public Works GIS Services, Payment 40
45103	ACH	HDR	Wastewater	$ 1,349.17	WO 20-44 WRF Nutrient Recovery Improvements Project; Payment 35
45103	ACH	HDR	Water	$ 1,933.69	WO 22-11 Staples Reservoir Evaluation/Design; Payment 11
45103	ACH	HDR	Solid Waste	$ 3,379.56	WO 22-37 Landfill Drop-off Bldg Repairs; Payment 12
45103	ACH	HDR	Solid Waste	$ 4,636.26	WO 23-27 Landfill Household Hazardous Waste Facility Consultant
45103	ACH	HDR	Wastewater	$ 884.50	WO 23-38 Sahara Sands Lift Station; payment 3
45103	ACH	HDR	Wastewater	$ 714.42	WO 20-33 Public Works GIS Services, Payment 40
45103	ACH	HDR	Water	$ 2,126.56	WO 20-33 Public Works GIS Services, Payment 40
45103	ACH	HDR	Solid Waste	$ 194.31	WO 20-33 Public Works GIS Services, Payment 40
45103	ACH	HDR	Street/Traffic	$ 654.06	WO 20-33 Public Works GIS Services, Payment 40
45103	ACH	HDR	Light Maint	$ 43.18	WO 20-33 Public Works GIS Services, Payment 40
45103	ACH	HDR	PW Admin	$ 476.44	WO 20-33 Public Works GIS Services, payment 40
45103	ACH	HDR	Engineering	$ 166.83	WO 20-33 Public Works GIS Services, Payment 40
45103	ACH	Joe Johnson Equipt	Street/Traffic	$ 48.88	P00909 - SHIPPING
45103	ACH	Joe Johnson Equipt	Street/Traffic	$ 512.36	P00909 - WLDT REAR
45103	ACH	Joe Johnson Equipt	Street/Traffic	$ 1,112.08	P00899 - TOW BAR
45103	ACH	Joe Johnson Equipt	Wastewater	$ 445.00	P00908
45103	ACH	Joe Johnson Equipt	Wastewater	$ 51.24	P00908
45103	ACH	Joe Johnson Equipt	Street/Traffic	$ 105.50	P00909 - COVER
45103	ACH	Joe Johnson Equipt	Street/Traffic	$ 5,240.00	P00923
45103	ACH	Joe Johnson Equipt	Wastewater	$ 548.90	P00862 - LH COUNTER
45103	ACH	Joe Johnson Equipt	Wastewater	$ 1,580.00	P00908
45103	ACH	Joe Johnson Equipt	Street/Traffic	$ 344.30	P00909 - COVER
45103	ACH	Joe Johnson Equipt	Street/Traffic	$ 58.60	P00916
45103	ACH	Northwest Pipe	Facilities	$ 184.95	Invoice 7906149 654-C 1" Hydra-Rester
45103	ACH	Northwest Pipe	Water	$ 79.27	galv hanger, liq filled gauge, nut drive
45103	ACH	Northwest Pipe	Wastewater	$ 346.59	8 " sewer adapter, solvent weld cap, plu
45103	ACH	Northwest Pipe	Wastewater	$ 10.78	replacement blades for deburr tool
45103	ACH	Northwest Pipe	Water	$ 1,140.00	Thomas Clavals
45103	ACH	Northwest Pipe	Water	$ 377.89	valve
45103	ACH	Northwest Pipe	Water	$ 6,656.59	stand alone meter
45103	ACH	Northwest Pipe	Water	$ 235.80	Staples/ in ground conduit repair
45103	ACH	Northwest Pipe	Water	$ 27.36	Staples/ Inground conduit repair
45103	ACH	Northwest Pipe	Water	$ 16.18	replacement blades for deburr tool

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45103	ACH	RDO Equipt	Water	$ 58.38	P1384812
45103	ACH	RDO Equipt	Water	$ 254.22	P1384812
45103	ACH	RDO Equipt	Solid Waste	$ 3,160.46	Hydraulic Oil 55 GAL. Landfill Units 0263 & 0269.
45103	ACH	RDO Equipt	Water	$ 217.24	P1384812
45103	ACH	RDO Equipt	Water	$ 62.15	P1384812
45103	ACH	RDO Equipt	Water	$ 183.78	P1384812
45103	ACH	Town & Co Supply	Fleet	$ 13,726.88	435796
45103	ACH	Town & Co Supply	Solid Waste	$ 22,902.13	436598
45103	ACH	Town & Co Supply	Fleet	$ 8,196.86	435796
45103	ACH	Town & Co Supply	Fleet	$ 7,410.68	435796
45103	ACH	Town & Co Supply	Fleet	$ 7,087.76	435796
45103	ACH	Tractor & Equipt	Solid Waste	$ 34.02	BLCS0810629 -FILTER AS-FU
45103	ACH	Tractor & Equipt	Solid Waste	$ 404.34	BLCS0811715 -HOSE AS
45103	ACH	Tractor & Equipt	Water	$ 163.92	air monitor replacement screen
45103	ACH	Tractor & Equipt	Solid Waste	$ 1,787.86	Anti-freeze for all CAT units at the Landfill.
45103	ACH	Tractor & Equipt	Solid Waste	$ 494.15	BLCS0811604 -ELEMENT-PRIM
45103	ACH	Tractor & Equipt	Solid Waste	$ 23.94	BLWO0225268 -PARTS: CONSUMABLES
45103	ACH	Tractor & Equipt	Solid Waste	$ 598.50	BLWO0225268 -LABOR
45103	ACH	Tractor & Equipt	Solid Waste	$ 15.48	BLCS0810629 -FILTER-LUBE
45103	ACH	Tractor & Equipt	Solid Waste	$ 12.07	BLCS0810629 -GASKET
45103	ACH	Tractor & Equipt	Solid Waste	$ 31.17	BLCS0810629 -BREATHER
45103	ACH	Tractor & Equipt	Solid Waste	$ 832.38	BLCS0810494 -CARTRIDGE AS
45103	ACH	Tractor & Equipt	Solid Waste	$ 832.38	BLCS0810494 -CARTRIDGE AS
45103	ACH	Tractor & Equipt	Solid Waste	$ (2,697.11)	BLCR0098176 -CLEANER GP-A
45103	ACH	Tractor & Equipt	Solid Waste	$ 45.56	BLCS0811715 -CM GUARD
45103	ACH	Tractor & Equipt	Solid Waste	$ 15.49	BLCS0810739 -CAP-FILL
45103	ACH	Tractor & Equipt	Solid Waste	$ 458.04	BLCS0811282 -MAIN ELEMENT
45103	ACH	Tractor & Equipt	Solid Waste	$ 23.69	BLCS0810629 -SHIP & HANDLE
45103	ACH	Tractor & Equipt	Solid Waste	$ 62.20	BLCS0810629 -1 PAK SOS
45103	ACH	Tractor & Equipt	Solid Waste	$ 404.64	BLCS0810496 -FILTER AS-AI
45103	862618	A-1 Landscaping	Library	$ 3,143.00	4779 May 2023 landscaping maintenance
45103	862621	Advanced Employment	Solid Waste	$ 2,147.60	Contract labor at Landfill for week ending 5/21/2023.
45103	862621	Advanced Employment	Solid Waste	$ 2,975.70	Contract labor at Landfill for week ending 5/28/2023.
45103	862621	Advanced Employment	Solid Waste	$ 1,674.40	Contract labor at Landfill for week ending 6/4/2023.
45103	862621	Advanced Employment	Facilities	$ 706.86	W/E 5/21/2023 Patrick Kittson
45103	862621	Advanced Employment	Facilities	$ 78.54	W/E 5/21/2023 Patrick Kittson

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45103	862622	Advanced Traffic	Street/Traffic	$ 3,562.50	ped push buttons
45103	862623	Alberta Bair Theater	Tax Incrmnt N27	$ 1,000,000.00	FY2023 Payment for ABT per 7/24/2017 council approval
45103	862627	Am Public Trans Assoc	Transit	$ 8,000.00	Invoice #409162. Annual Membership Dues From 7/1/23-6/30/24
45103	862629	Askin Const	Wastewater	$ 4,900.00	Clean out round drying bed
45103	862629	Askin Const	St Maint	$ 451,592.41	WO 22-07 Mullowney Lane Improvements; Payment 3
45103	862629	Askin Const	Sidewalk Const	$ 2,221.61	WO 22-07 Mullowney Lane Improvements; Payment 3
45103	862630	AT & T Corp	Water	$ 469.78	PW-Distribution Collection Tablets 60/40
45103	862630	AT & T Corp	Phone System	$ 40.14	IT Department -On call Phone -
45103	862630	AT & T Corp	IT Resources	$ 50.17	IT Department -On call Phone -
45103	862630	AT & T Corp	Wastewater	$ 313.18	PW-Distribution Collection Tablets 60/40
45103	862630	AT & T Corp	General	$ 243.02	PRPL - Recreation Division
45103	862630	AT & T Corp	Public Safety	$ 1,340.07	Fire Department Cell Phones1500-22210-403450
45103	862630	AT & T Corp	Public Safety	$ (200.00)	Fire Department Cell Phones1500-22210-403450
45103	862630	AT & T Corp	Public Safety	$ 1,415.68	MDT Fire
45103	862630	AT & T Corp	Phone System	$ 3.47	Metro Cell Account#287284178560
45103	862630	AT & T Corp	PD Program	$ 160.56	CCSIU Toughbook
45103	862630	AT & T Corp	PW Admin	$ 25.93	PWBLKNP OFFICE -60/40
45103	862630	AT & T Corp	Public Safety	$ 288.16	Comm. Center 9-1-11500-22250-403450
45103	862630	AT & T Corp	Engineering	$ 203.50	PW-Engineering Cell Phones and MiFiNew MiFi 406.413.5401 -
45103	862630	AT & T Corp	General	$ 135.42	Legal Dept -Domestic Violence -
45103	862630	AT & T Corp	PW Admin	$ 38.90	PWBLKNP OFFICE -60/40
45103	862630	AT & T Corp	Fleet	$ 45.44	Motor Pool -Doug Gibson
45103	862630	AT & T Corp	Phone System	$ 67.49	TeleComm Manager Doug and Brenda
45103	862630	AT & T Corp	Facilities	$ 86.34	Facilities BOC/CH Doug cell and iPad 75%25%Garick -6540
45103	862630	AT & T Corp	Facilities	$ 28.78	Facilities BOC/CH Doug cell and iPad 75%25%Garick -6540
45103	862630	AT & T Corp	Wastewater	$ 180.56	PW Environmental
45103	862630	AT & T Corp	PD Program	$ 45.40	Domestic Violence -Katie Nash
45103	862630	AT & T Corp	Facilities	$ 90.28	Facilities Managers- John and Tricia
45103	862630	AT & T Corp	Public Safety	$ 85.54	ICAC -Campbell and Spare
45103	862630	AT & T Corp	Wastewater	$ 483.22	PWBLKNP Electricians -Phones
45103	862630	AT & T Corp	Wastewater	$ 907.36	PWBLNP-WWTRMNT1 Wastewater Treatment Plant and iPads
45103	862630	AT & T Corp	Wastewater	$ 104.52	PWBLNP-WWTRMNT1 Wastewater Treatment Plant and iPads
45103	862630	AT & T Corp	Airport	$ 817.55	Airport
45103	862630	AT & T Corp	Public Safety	$ -	Police -Resource Officers
45103	862630	AT & T Corp	Water	$ 1,046.25	PWBELKNAP-WT Water Treatment
45103	862630	AT & T Corp	Library	$ 107.14	Library Out Reach

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45103	862630	AT & T Corp	Public Safety	$ 287.20	Yellowstone County Cellular Charges -Three cradlepoints
45103	862630	AT & T Corp	Public Safety	$ 40.14	Detective Chartier -Toughbook
45103	862630	AT & T Corp	Water	$ 472.64	PWBLKNP COMM-METER CityWorks/Neptune 5020-73120-403450
45103	862630	AT & T Corp	Library	$ 176.88	Library
45103	862630	AT & T Corp	Street/Traffic	$ 372.55	School Flashers 2110-31320-403450
45103	862630	AT & T Corp	Public Safety	$ 3,871.77	Fire iPads -Assistant chiefs new iPadsEMS iPads -
45103	862630	AT & T Corp	Public Safety	$ 617.78	Fire iPads -Assistant chiefs new iPadsEMS iPads -
45103	862630	AT & T Corp	Public Safety	$ 799.46	Fire iPads -Assistant chiefs new iPadsEMS iPads -
45103	862630	AT & T Corp	Public Safety	$ 307.78	Fire iPads -Assistant chiefs new iPadsEMS iPads -
45103	862630	AT & T Corp	Public Safety	$ 40.14	Fire iPads -Assistant chiefs new iPadsEMS iPads -
45103	862630	AT & T Corp	Park Dist 1	$ 558.46	PRPL Parks Tablets
45103	862630	AT & T Corp	Transit	$ 21.84	MET Supervisor Cell Phones
45103	862630	AT & T Corp	Transit	$ 50.17	MET Supervisor Cell Phones
45103	862630	AT & T Corp	Transit	$ 45.14	MET Supervisor Cell Phones
45103	862630	AT & T Corp	Transit	$ 35.12	MET Supervisor Cell Phones
45103	862630	AT & T Corp	Transit	$ 50.17	MET Supervisor Cell Phones
45103	862630	AT & T Corp	Transit	$ 8.00	MET Supervisor Cell Phones
45103	862630	AT & T Corp	Transit	$ 42.17	MET Supervisor Cell Phones
45103	862630	AT & T Corp	Transit	$ 15.05	MET Supervisor Cell Phones
45103	862630	AT & T Corp	Transit	$ 50.17	MET Supervisor Cell Phones
45103	862630	AT & T Corp	Street/Traffic	$ 691.32	Street Traffic iPads
45103	862630	AT & T Corp	Street/Traffic	$ 43.34	Street Traffic iPads
45103	862630	AT & T Corp	Public Safety	$ 135.42	Fire EMS Cell Phone
45103	862630	AT & T Corp	Phone System	$ 65.02	IT iPads
45103	862630	AT & T Corp	Parking	$ 933.85	Parking Phones and scanner
45103	862630	AT & T Corp	Parking	$ 225.70	Parking Phones and scanner
45103	862630	AT & T Corp	General	$ 95.57	City Attorney -Legal
45103	862630	AT & T Corp	Engineering	$ 174.20	Engineering Tablets
45103	862630	AT & T Corp	Facilities	$ 45.14	Facilities BOC
45103	862630	AT & T Corp	Facilities	$ 31.60	Facilities BOC
45103	862630	AT & T Corp	Facilities	$ 45.14	Facilities BOC
45103	862630	AT & T Corp	Facilities	$ 13.54	Facilities BOC
45103	862630	AT & T Corp	Facilities	$ 45.14	Facilities City Hall
45103	862630	AT & T Corp	Court Grants	$ 166.15	Muni Court DC
45103	862630	AT & T Corp	General	$ 104.52	Rec Tablets
45103	862630	AT & T Corp	Planning	$ 64.31	PLANNING

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45103	862630	AT & T Corp	Transit	$ 645.35	MET Transit Tablets
45103	862630	AT & T Corp	Wastewater	$ 69.68	PW-Environmental
45103	862630	AT & T Corp	General	$ 86.60	REC Seasonal
45103	862630	AT & T Corp	CDBG	$ 145.48	Comm Dev
45103	862630	AT & T Corp	General	$ 45.14	Human Resources
45103	862630	AT & T Corp	Building	$ 507.51	PW-Building Cell Phones
45103	862630	AT & T Corp	Building	$ 386.10	PW-Building Surfaces
45103	862630	AT & T Corp	Wastewater	$ 28.38	PWBLKNP STORES -75/25
45103	862630	AT & T Corp	Water	$ 85.12	PWBLKNP STORES -75/25
45103	862630	AT & T Corp	Park Dist 1	$ 482.13	Parks Dept.
45103	862630	AT & T Corp	Public Safety	$ 321.12	Animal Control -MDT
45103	862630	AT & T Corp	Public Safety	$ 272.14	Animal Control Cell Phones
45103	862630	AT & T Corp	Public Safety	$ 3,810.50	Police MDT Toughbooks and Loaner MDT's
45103	862630	AT & T Corp	Public Safety	$ 240.84	Police MDT Toughbooks and Loaner MDT's
45103	862630	AT & T Corp	Water	$ 392.04	PWBLKNP MTRSHOP CELL PHONE AND IPADS
45103	862630	AT & T Corp	Water	$ 201.85	PWBLKNP MTRSHOP CELL PHONE AND IPADS
45103	862630	AT & T Corp	General	$ 543.58	Code Enforcement +Trina Arnold
45103	862630	AT & T Corp	Parking	$ 77.63	Parking Division Meter Maintenance
45103	862630	AT & T Corp	Public Safety	$ 3,956.42	Police Department Cell Phone
45103	862630	AT & T Corp	Public Safety	$ (200.00)	Police Department Cell Phone
45103	862630	AT & T Corp	Water	$ 447.55	PWBELKNAP-DIST COLL CELL PHONES 60/40
45103	862630	AT & T Corp	Transit	$ 445.09	MET Transit Tablets5710 71470 403160
45103	862630	AT & T Corp	Wastewater	$ 298.37	PWBELKNAP-DIST COLL CELL PHONES 60/40
45103	862630	AT & T Corp	Park Dist 1	$ 69.28	Parks Seasonal
45103	862630	AT & T Corp	Solid Waste	$ 339.52	SOLID WASTE
45103	862630	AT & T Corp	Solid Waste	$ 45.14	SOLID WASTE
45103	862630	AT & T Corp	Solid Waste	$ (75.00)	SOLID WASTE
45103	862630	AT & T Corp	Building	$ 45.14	Building Manager
45103	862630	AT & T Corp	General	$ 45.14	FINANCE
45103	862630	AT & T Corp	General	$ (200.00)	FINANCE
45103	862632	BEA Transit Tech	Transit	$ 24,800.00	MET Fare Vending Machines
45103	862636	Billings Depot	Engineering	$ 15,177.22	Prepaid July Depot Rent
45103	862638	Blgs Overhead Door	Solid Waste	$ 2,805.00	Replacement Section for Door
45103	862640	Brenntag Pacific	Wastewater	$ 6,125.00	chemical supplies
45103	862646	Charter Commun	Phone System	$ 3,118.14	1GB from BOC, MET to 2305 8th Ave No service
45103	862653	Cop Const	Water	$ 557,703.81	WO 23-01 Contract 1, Sch 1, Southgate Dr.. 2023 Water Main Replace

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45103	862653	Cop Const	Water	$ 15,879.85	WO 23-01 Contract 1, Sch 3, Parkhill/Beverly Hill, 2023 Water Main Replac
45103	862653	Cop Const	Water	$ 116,711.11	WO 23-01 Contract 1, Sch 2, Ave F Area.. 2023 Water Main Replac
45103	862661	Dakota Supply	Water	$ 3,020.31	WATEROUS 5-1/4" WB67 TRAFFIC REPAIR KIT
45103	862661	Dakota Supply	Water	$ 2,202.03	20" HYMAX COUPLING
45103	862661	Dakota Supply	Water	$ 500.00	27" POLYWRAP .008 MIL - PIPE WRAP
45103	862661	Dakota Supply	Water	$ 321.62	6" X 3/4" SADDLE DOUBLE BAND - CAST IRON
45103	862661	Dakota Supply	Water	$ 703.66	MJ GLAND PACK 6"
45103	862661	Dakota Supply	Water	$ 966.12	48 X 84 CURB BOX L/ROD 1-1/2" TAP W/ PENTAGON LID
45103	862661	Dakota Supply	Water	$ 1,244.40	3/4" EXTENDED CURB VALVE - 10" EXTENSION
45103	862661	Dakota Supply	Water	$ 2,202.03	20" HYMAX COUPLING P/N: 333-125-00140
45103	862662	Dell Computer	General	$ 2,165.14	Mobile Precision 3580, i7. 16GB RAM, 1TB SSD, dock, monitors & sound
45103	862662	Dell Computer	Water	$ (1,566.34)	Credit -Duplicate payment by IT & by Belknap- ck#859221
45103	862662	Dell Computer	Wastewater	$ (1,044.22)	Credit -Duplicate payment by IT & by Belknap- ck#859222
45103	862662	Dell Computer	Public Safety	$ 17,016.66	Qty. 18 Dell OptiPlex SFF 7010, i5, 16GB RAM, 1TB SSD -General use police
45103	862662	Dell Computer	Water	$ 1,543.25	3 Optiplex 5000, i7, 16GB RAM, 1TB SD, Sound bars, & monitors
45103	862662	Dell Computer	Water	$ 1,851.90	4 Optiplex 5000, i7, 16GB RAM, 1TB SD, Sound bars, & monitors
45103	862662	Dell Computer	Wastewater	$ 1,234.60	5 Optiplex 5000, i7, 16GB RAM, 1TB SD, Sound bars, & monitors
45103	862663	Dept Labor & Industry	Solid Waste	$ 2,854.00	Building Permit # 2023-BLDG-000637
45103	862664	Dick Anderson Const	Stillwater Const	$ 40,315.89	Correction to I23-017315
45103	862666	Donnes	Water	$ 2,762.50	digging intake channel
45103	862667	DOWL	Arterial Streets	$ 14,389.25	Retainage Release Final
45103	862667	DOWL	Storm Sewer	$ 6,798.75	WO 23-42 BBWA Canal Unloaders Consultant Agreement; Payment 2
45103	862667	DOWL	Water	$ 43,788.05	WO 23-01 2023 Water and Sewer Main Replacement - Water; Payment 11
45103	862671	Econo Print	Public Safety	$ 47.59	VALDEZ: NOTES PADS, RULED
45103	862671	Econo Print	General	$ 224.34	Business Cards (Chantel, Ben, Brooke)
45103	862671	Econo Print	General	$ 74.78	Business Cards (Charlee Marsh)
45103	862671	Econo Print	General	$ 149.56	Business Cards (Jenna and Jessica)
45103	862671	Econo Print	Parking	$ 3,905.69	321728_Parking Violation Envelopes
45103	862673	Ekblad	Public Safety	$ 5,401.75	TUITION ASSISTANCE: FY2023
45103	862674	Empire Garage Owners	Parking	$ 8,699.59	INV001561_June Assessments
45103	862677	F M Forklift	Water	$ 780.00	50564421
45103	862677	F M Forklift	Water	$ 300.00	50564430
45103	862677	F M Forklift	Water	$ 1,600.00	50564430
45103	862677	F M Forklift	Water	$ 3,172.50	50564421
45103	862677	F M Forklift	Water	$ 6.50	50564422
45103	862677	F M Forklift	Water	$ 8.30	50564423

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45103	862677	F M Forklift	Water	$ 36.74	50564422
45103	862677	F M Forklift	Water	$ 32.17	50564423
45103	862677	F M Forklift	Water	$ 5.43	50564423
45103	862678	Faithful Disaster	General	$ 2,945.83	213 S 31st St House Boarding
45103	862681	Fisher Sand & Gravel	Street/Traffic	$ 3,564.92	inv#97136asphalt
45103	862681	Fisher Sand & Gravel	Street/Traffic	$ 99.33	inv#97137asphalt
45103	862681	Fisher Sand & Gravel	Street/Traffic	$ 132.87	inv#97138asphalt
45103	862681	Fisher Sand & Gravel	Street/Traffic	$ 525.03	inv#97139asphalt
45103	862681	Fisher Sand & Gravel	Street/Traffic	$ 919.13	inv#97140asphalt
45103	862681	Fisher Sand & Gravel	Street/Traffic	$ 519.87	inv#97141asphalt
45103	862681	Fisher Sand & Gravel	Street/Traffic	$ 516.65	inv#97142asphalt
45103	862681	Fisher Sand & Gravel	Street/Traffic	$ 260.58	inv#97143asphalt
45103	862682	Grainger Parts	Wastewater	$ 19.48	Lloyd Mangrum LS Pump starter caps
45103	862682	Grainger Parts	Public Safety	$ 120.00	FIRE 3 HVAC FILTERS 6B938 & 6B931
45103	862682	Grainger Parts	Water	$ 14.85	7/32" HS DRILL BIT
45103	862682	Grainger Parts	Wastewater	$ 18.56	9733210539
45103	862682	Grainger Parts	General	$ 63.44	9733731419/973639646
45103	862682	Grainger Parts	Fleet	$ 292.82	9738234526, pressure gauge
45103	862682	Grainger Parts	Fleet	$ 216.63	9738061325, thread set
45103	862682	Grainger Parts	Solid Waste	$ 11.70	9739014596
45103	862682	Grainger Parts	Fleet	$ 75.33	9738061325, rivet nut kit
45103	862682	Grainger Parts	Solid Waste	$ 11.70	9739014596
45103	862682	Grainger Parts	Water	$ 189.96	POD EAR PLUGS WITH CORD
45103	862682	Grainger Parts	Water	$ 124.68	PADLOCKS-MASTER-#4T088 AT - GRAINGER LOCK # 5KA-A565.
45103	862682	Grainger Parts	Wastewater	$ 27.30	9733210539
45103	862682	Grainger Parts	Solid Waste	$ 3.44	9736396467
45103	862682	Grainger Parts	Fleet	$ 633.99	9738234526, sander
45103	862682	Grainger Parts	Fleet	$ 287.55	9738061325, floor squeegee
45103	862682	Grainger Parts	Fleet	$ 248.30	9738061325, push broom w/ handle
45103	862682	Grainger Parts	Fleet	$ (216.63)	9739481985, return thread set
45103	862682	Grainger Parts	Water	$ 32.20	SAFETY READING GLASSES 2.5
45103	862682	Grainger Parts	Fleet	$ 220.14	9738061291, grinder
45103	862682	Grainger Parts	Fleet	$ 448.83	9742832695, pressure bleed kit
45103	862682	Grainger Parts	Water	$ 86.08	SAFETY READING GLASSES 1.5 - TINT
45103	862682	Grainger Parts	Fleet	$ 52.64	9738061325, welding gloves
45103	862682	Grainger Parts	Water	$ 47.73	SAFETY READING GLASSES 3.0 - CLEAR

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45103	862682	Grainger Parts	Fleet	$ 14.78	9738061325, ear muffs
45103	862682	Grainger Parts	Water	$ 32.20	SAFETY READING GLASSES 1.5 - CLEAR
45103	862682	Grainger Parts	Water	$ 609.00	SKULL SCREW EAR PLUG WITH CORD
45103	862684	Hawkins Inc.	Water	$ 29,793.37	coagulant for process..WTP
45103	862684	Hawkins Inc.	General	$ 2,757.00	pool chemicals - 6498116
45103	862688	Hose & Rubber	Street/Traffic	$ 125.00	inv#01798783bead tank fill valve for unit 1307
45103	862688	Hose & Rubber	Solid Waste	$ 641.36	1799889
45103	862688	Hose & Rubber	Solid Waste	$ 139.27	1801649
45103	862688	Hose & Rubber	Wastewater	$ 28.15	01800749 - CRIMP 1-2 WIRE MALE PI
45103	862688	Hose & Rubber	Water	$ 180.56	01795643 - MISC PARTS
45103	862688	Hose & Rubber	Solid Waste	$ 250.26	1801053
45103	862688	Hose & Rubber	Water	$ 176.89	01796560 - MISC PARTS
45103	862688	Hose & Rubber	Solid Waste	$ 468.64	1801295
45103	862688	Hose & Rubber	Solid Waste	$ 184.90	1801293
45103	862688	Hose & Rubber	Solid Waste	$ 164.40	1801422
45103	862688	Hose & Rubber	Solid Waste	$ 257.02	1801008
45103	862690	Hydrotech	Water	$ 4,000.00	Temporary water for King Park Dr
45103	862692	InfoSend	PW Admin	$ 13,749.14	service for 05/2023
45103	862692	InfoSend	PW Admin	$ 3,640.49	service for 05/2023
45103	862693	Insight Public Sector	Capital Replace	$ 2,745.50	Qty. 25 NetMotion VPN Licenses -Police
45103	862698	Karpel Solutions	General	$ 14,050.00	PBK Annual Maintenance and Fees
45103	862701	Knife River	Arterial Streets	$ 62,725.93	Ret Rel 2 F
45103	862701	Knife River	Water	$ 2,847.02	Ret Rel 2 F
45103	862701	Knife River	Sidewalk Const	$ 16,009.86	Ret Rel 2 F
45103	862701	Knife River	Wastewater	$ 1,891.37	Ret Rel 2 F
45103	862705	Madison Agency	Transit	$ 10,034.00	Invoice #053123COB-1. Sales Toolkit and Selling Strategy
45103	862707	Mead & Hunt	Airport	$ 4,980.00	Amendment 1 to the Master Agreement
45103	862711	Midwest Tape	Library	$ 40,000.00	503962264 Hoopla
45103	862712	MT Dakota Utilities	Airport	$ 245.14	285 580 1000 6
45103	862712	MT Dakota Utilities	Airport	$ 854.16	788 689 5644 8. Concourse A Kitchen. June 2023
45103	862712	MT Dakota Utilities	Public Safety	$ 23.28	062 907 9494 7
45103	862712	MT Dakota Utilities	Airport	$ 209.87	179 053 7751 5. New Concourse A. June 2023
45103	862712	MT Dakota Utilities	Airport	$ 24.78	160 723 3573 6. USDA. June 2023
45103	862712	MT Dakota Utilities	Library	$ 651.48	219 924 4851 0
45103	862712	MT Dakota Utilities	Park Dist 1	$ 32.67	501 473 1000 2
45103	862712	MT Dakota Utilities	Airport	$ 25.52	295 580 1000 4. Aero Interiors. June 2023

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45103	862712	MT Dakota Utilities	Water	$ 13.82	373 580 1000 9
45103	862712	MT Dakota Utilities	Public Safety	$ 336.22	169 233 1000 3
45103	862712	MT Dakota Utilities	Water	$ 72.10	076 225 9180 3
45103	862712	MT Dakota Utilities	Airport	$ 39.83	283 116 0655 3. Alpine. June 2023
45103	862712	MT Dakota Utilities	Water	$ 13.81	373 580 1000 9
45103	862712	MT Dakota Utilities	Wastewater	$ 1,730.62	293 780 1000 2
45103	862712	MT Dakota Utilities	Airport	$ 36.95	185 580 1000 7. TSA. June 2023
45103	862712	MT Dakota Utilities	Water	$ 26.21	541 380 1000 1
45103	862712	MT Dakota Utilities	Wastewater	$ 3,461.24	293 780 1000 2
45103	862712	MT Dakota Utilities	Airport	$ 2,641.56	595 580 1000 1
45103	862712	MT Dakota Utilities	Airport	$ 243.73	889 373 1000 6. Car Wash. June 2023
45103	862712	MT Dakota Utilities	Airport	$ 216.94	129 573 1000 1. Mud Wash. June 2023
45103	862712	MT Dakota Utilities	Wastewater	$ 1,730.62	293 780 1000 2
45103	862712	MT Dakota Utilities	Water	$ 75.09	921 580 1000 6
45103	862712	MT Dakota Utilities	Airport	$ 28.36	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. June 2023
45103	862712	MT Dakota Utilities	Public Safety	$ 110.66	533 653 1000 1
45103	862712	MT Dakota Utilities	Airport	$ 30.52	429 573 1000 8. Detail Bay 4 Avis/Budget. June 2023
45103	862712	MT Dakota Utilities	Public Safety	$ 23.28	514 117 0478 9
45103	862712	MT Dakota Utilities	Wastewater	$ 75.13	843 879 2205 1
45103	862712	MT Dakota Utilities	General	$ 268.71	437 780 1000 9
45103	862712	MT Dakota Utilities	Airport	$ 29.10	329 573 1000 9. Detail Bay 3 Enterprise. June 2023
45103	862712	MT Dakota Utilities	Facilities	$ 165.47	375 963 4481 4
45103	862712	MT Dakota Utilities	Airport	$ 34.10	629 573 1000 6. Detail Bay National/Alamo. June 2023
45103	862712	MT Dakota Utilities	Wastewater	$ 73.01	713 064 3190 0
45103	862712	MT Dakota Utilities	Wastewater	$ 73.68	596 733 1000 5
45103	862712	MT Dakota Utilities	Airport	$ 116.72	706 580 1000 7
45103	862712	MT Dakota Utilities	Airport	$ 32.67	229 573 1000 0. Detail Bay 1 Hertz. June 2023
45103	862712	MT Dakota Utilities	Parking	$ 23.98	303 725 2591 2
45103	862712	MT Dakota Utilities	Transit	$ 150.55	962 880 1000 0
45103	862712	MT Dakota Utilities	Engineering	$ 113.20	595 373 1000 1
45103	862712	MT Dakota Utilities	PW Admin	$ 28.29	595 373 1000 1
45103	862712	MT Dakota Utilities	Public Safety	$ 69.30	602 589 7178 1
45103	862712	MT Dakota Utilities	Public Safety	$ 88.21	885 880 1000 4
45103	862712	MT Dakota Utilities	Facilities	$ 744.65	929 780 1000 4
45103	862712	MT Dakota Utilities	Parking	$ 23.98	799 152 1209 0
45103	862712	MT Dakota Utilities	Parking	$ 23.28	717 353 1000 6

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45103	862712	MT Dakota Utilities	Wastewater	$ 72.10	735 453 1000 2
45103	862714	MT Peterbilt	Solid Waste	$ 56.67	73253BL
45103	862714	MT Peterbilt	Solid Waste	$ 215.78	73253BL
45103	862714	MT Peterbilt	Solid Waste	$ 33.29	73300BL
45103	862714	MT Peterbilt	Solid Waste	$ 204.10	72934BLX1
45103	862714	MT Peterbilt	Solid Waste	$ 168.93	73001BL
45103	862714	MT Peterbilt	Solid Waste	$ 306.33	73001BL
45103	862714	MT Peterbilt	Solid Waste	$ 258.74	73001BL
45103	862714	MT Peterbilt	Solid Waste	$ 231.83	73001BL
45103	862714	MT Peterbilt	Solid Waste	$ 613.00	72934BL
45103	862714	MT Peterbilt	Solid Waste	$ 223.75	73434BL
45103	862714	MT Peterbilt	Solid Waste	$ 185.42	72934BL
45103	862714	MT Peterbilt	Solid Waste	$ 20.52	73300BL
45103	862714	MT Peterbilt	Solid Waste	$ 30.00	72799BL
45103	862714	MT Peterbilt	Solid Waste	$ 75.76	73519BL
45103	862714	MT Peterbilt	Solid Waste	$ 379.52	72967BL
45103	862714	MT Peterbilt	Solid Waste	$ 114.26	73255BL
45103	862714	MT Peterbilt	Solid Waste	$ 371.54	73053BL
45103	862714	MT Peterbilt	Solid Waste	$ 88.00	73255BL
45103	862714	MT Peterbilt	Solid Waste	$ 453.85	72799BL
45103	862714	MT Peterbilt	Solid Waste	$ 459.45	73466BL
45103	862716	Morrison Maierle	Wastewater	$ 15,832.61	WO 22-10 Alkali Creek Water and Sewer Extension
45103	862716	Morrison Maierle	Water	$ -	WO 22-10 Alkali Creek Water and Sewer Extension
45103	862718	Moulton Bellingham	General	$ 8,362.50	Terry Houser - Water and Waste Franchise Fee
45103	862718	Moulton Bellingham	General	$ 2,047.50	Stillwater Building Historic Tax Credit
45103	862718	Moulton Bellingham	General	$ 180.00	Stone et al. v. City of Billings, et al. - Health Ins. Litigation
45103	862718	Moulton Bellingham	General	$ 168.00	Good Stuff - Zoning Violations
45103	862719	MT Dept Rev-CGR2	Wastewater	$ 1,118.14	WO 23-01 2023 Sewer Main Replacement; Zone 2, Ponderosa Dr Area
45103	862720	Napa Auto Parts	Solid Waste	$ 8.20	3977-487426
45103	862720	Napa Auto Parts	Facilities	$ 108.12	3977-488100 - COUPLER
45103	862720	Napa Auto Parts	Fleet	$ 199.00	3977-490008, 12V jump starter
45103	862720	Napa Auto Parts	Street/Traffic	$ (20.70)	3977-490399
45103	862720	Napa Auto Parts	Public Safety	$ 31.00	3977-491016
45103	862720	Napa Auto Parts	Public Safety	$ 8.20	3977-487426
45103	862720	Napa Auto Parts	Street/Traffic	$ 20.70	3977-490335
45103	862720	Napa Auto Parts	Fleet	$ 38.30	3977-490963, Hi-PRS cleaning wand

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45103	862720	Napa Auto Parts	Public Safety	$ 10.25	3977-491650
45103	862720	Napa Auto Parts	Street/Traffic	$ 8.20	3977-487426
45103	862720	Napa Auto Parts	Public Safety	$ 10.71	3977-490262
45103	862720	Napa Auto Parts	Solid Waste	$ 51.20	3977-491634
45103	862720	Napa Auto Parts	Public Safety	$ 8.20	3977-487426
45103	862720	Napa Auto Parts	Fleet	$ 649.99	3977-489480, heavy duty impact
45103	862720	Napa Auto Parts	Fleet	$ 21.72	3977-490168
45103	862720	Napa Auto Parts	Facilities	$ 13.36	3977-490228 - SCREWS
45103	862720	Napa Auto Parts	Street/Traffic	$ 16.80	3977-490399
45103	862720	Napa Auto Parts	Public Safety	$ 16.00	3977-491016
45103	862720	Napa Auto Parts	Water	$ 118.14	3977-486702
45103	862720	Napa Auto Parts	Public Safety	$ 59.96	3977-487749
45103	862720	Napa Auto Parts	Water	$ 381.31	3977-490317
45103	862720	Napa Auto Parts	Public Safety	$ 51.32	3977-487763
45103	862720	Napa Auto Parts	Street/Traffic	$ 31.80	3977-490335
45103	862720	Napa Auto Parts	Fleet	$ 53.28	3977-491617
45103	862720	Napa Auto Parts	Solid Waste	$ 8.10	3977-487434
45103	862720	Napa Auto Parts	General	$ 11.30	3977-490416
45103	862720	Napa Auto Parts	Fleet	$ 278.74	3977-491492
45103	862720	Napa Auto Parts	Water	$ 31.67	3977-486705
45103	862720	Napa Auto Parts	Public Safety	$ 134.39	3977-489550
45103	862720	Napa Auto Parts	Fleet	$ 158.00	3977-489484
45103	862720	Napa Auto Parts	Water	$ 6.22	3977-489549
45103	862720	Napa Auto Parts	Water	$ (31.67)	3977-489532
45103	862720	Napa Auto Parts	Public Safety	$ (114.98)	3977-489838
45103	862720	Napa Auto Parts	Fleet	$ (158.00)	3977-489532
45103	862720	Napa Auto Parts	General	$ 19.17	3977-490087
45103	862720	Napa Auto Parts	Solid Waste	$ 10.30	3977-487503
45103	862720	Napa Auto Parts	Street/Traffic	$ 41.99	3977-490006
45103	862720	Napa Auto Parts	Public Safety	$ 114.98	3977-489551
45103	862720	Napa Auto Parts	Fleet	$ 10.20	3977-490868
45103	862720	Napa Auto Parts	Solid Waste	$ 18.48	3977-489681
45103	862720	Napa Auto Parts	Fleet	$ 45.48	3977-490868
45103	862720	Napa Auto Parts	IT Resources	$ 87.23	3977-489172
45103	862720	Napa Auto Parts	Fleet	$ 11.95	3977-490868
45103	862720	Napa Auto Parts	Water	$ 197.27	3977-489519

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45103	862720	Napa Auto Parts	Fleet	$ 11.46	3977-490872
45103	862720	Napa Auto Parts	Public Safety	$ 51.32	3977-487947
45103	862720	Napa Auto Parts	Fleet	$ 38.16	3977-490872
45103	862720	Napa Auto Parts	Fleet	$ 12.68	3977-487890
45103	862720	Napa Auto Parts	Fleet	$ 17.14	3977-488124
45103	862720	Napa Auto Parts	Fleet	$ 139.23	3977-490865
45103	862720	Napa Auto Parts	Street/Traffic	$ 2.66	3977-488166
45103	862720	Napa Auto Parts	Public Safety	$ 7.66	3977-488588
45103	862720	Napa Auto Parts	Street/Traffic	$ 4.34	3977-488166
45103	862720	Napa Auto Parts	General	$ 57.00	3977-488270
45103	862720	Napa Auto Parts	General	$ 156.99	3977-488328
45103	862720	Napa Auto Parts	Public Safety	$ 10.25	3977-487973
45103	862720	Napa Auto Parts	Public Safety	$ 31.55	3977-488095
45103	862720	Napa Auto Parts	Fleet	$ 517.70	3977-491159
45103	862722	Nash	Public Safety	$ 1,350.89	reimbursement for trip to Dallas for CAW conference
45103	862722	Nash	PD Program	$ 1,428.63	reimbursement for trip to Dallas for CAW conference
45103	862723	Nexus Power Solution	Wastewater	$ 25,388.00	Nexus Power Solutions 08/10/2022 Breakers for Main Switchgear at WRF
45103	862726	NorthWestern Energy	Airport	$ 1,098.65	3477231-9. Airport Parking Zone. June 2023
45103	862726	NorthWestern Energy	Airport	$ 87.89	1647695-4. De Icer. June 2023
45103	862726	NorthWestern Energy	Radio	$ 359.08	0721580-9
45103	862726	NorthWestern Energy	Water	$ 820.13	0100485-2
45103	862726	NorthWestern Energy	Wastewater	$ 492.18	822 Shiloh Crossing Blvd Lift..May 2023
45103	862726	NorthWestern Energy	Airport	$ 1,562.15	0100484-5. ARFF Facility. June 2023
45103	862726	NorthWestern Energy	Park Dist 1	$ 231.58	0722251-6
45103	862726	NorthWestern Energy	Facilities	$ 1,920.31	0975808-7
45103	862726	NorthWestern Energy	Airport	$ 3,314.17	0100483-7. Runway Lights. June 2023
45103	862726	NorthWestern Energy	Park Dist 1	$ 6.15	0722247-4
45103	862726	NorthWestern Energy	Park Dist 1	$ 386.56	0925496-2
45103	862726	NorthWestern Energy	Airport	$ 70.92	3085107-5. Employee Parking. June 2023
45103	862726	NorthWestern Energy	Park Dist 1	$ 53.42	0722237-5
45103	862726	NorthWestern Energy	Water	$ 7,702.24	0100540-4
45103	862726	NorthWestern Energy	Park Dist 1	$ 27.26	0789437-1
45103	862726	NorthWestern Energy	Park Dist 1	$ 35.21	0723058-4
45103	862726	NorthWestern Energy	Park Dist 1	$ 8.46	0723057-6
45103	862726	NorthWestern Energy	Park Dist 1	$ 54.49	0723056-8
45103	862726	NorthWestern Energy	Street/Traffic	$ 6.00	0723645-8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45103	862726	NorthWestern Energy	Park Dist 1	$ 6.00	0723162-4
45103	862726	NorthWestern Energy	Park Dist 1	$ 7.98	0723055-0
45103	862726	NorthWestern Energy	Park Dist 1	$ 14.64	0723054-3
45103	862726	NorthWestern Energy	Park Dist 1	$ 48.84	0723042-8
45103	862726	NorthWestern Energy	Park Dist 1	$ 127.26	0723050-1
45103	862726	NorthWestern Energy	Park Dist 1	$ 74.08	0723048-5
45103	862726	NorthWestern Energy	Airport	$ 788.37	1669567-8. TSA. June 2023
45103	862726	NorthWestern Energy	Park Dist 1	$ 222.35	0723037-8
45103	862726	NorthWestern Energy	Park Dist 1	$ 6.92	0723036-0
45103	862726	NorthWestern Energy	Airport	$ 345.22	3446396-8. USDA. June 2023
45103	862726	NorthWestern Energy	Park Dist 1	$ 98.89	0723035-2
45103	862726	NorthWestern Energy	Park Dist 1	$ 166.47	0722933-9
45103	862726	NorthWestern Energy	Airport	$ 285.00	2001855-2. Detail Bay 2 National/Alamo. June 2023
45103	862726	NorthWestern Energy	Park Dist 1	$ 100.84	0722266-4
45103	862726	NorthWestern Energy	Facilities	$ 3,203.33	1269391-7
45103	862726	NorthWestern Energy	Park Dist 1	$ 19.00	0722269-8
45103	862726	NorthWestern Energy	Airport	$ 69.17	2001862-8. Detail Bay 3 Enterprise. June 2023
45103	862726	NorthWestern Energy	Solid Waste	$ 1,892.29	3252194-0
45103	862726	NorthWestern Energy	Airport	$ 236.07	2001865-1. Detail Bay 4 Avis/Budget. June 2024
45103	862726	NorthWestern Energy	Park Dist 1	$ 12.60	0722292-0
45103	862726	NorthWestern Energy	Park Dist 1	$ 41.99	0722293-8
45103	862726	NorthWestern Energy	Park Dist 1	$ 19.00	0722905-7
45103	862726	NorthWestern Energy	Airport	$ 48.37	2001867-7. Detail Bay 5 Thrifty/Dollar. June 2023
45103	862726	NorthWestern Energy	Airport	$ 11.20	3733186-5. Airport Storage. June 2023
45103	862726	NorthWestern Energy	Airport	$ 384.07	2001848-7. Detail Bay 1 Hertz. June 2023
45103	862726	NorthWestern Energy	Park Dist 1	$ 0.13	0722263-1
45103	862726	NorthWestern Energy	Facilities	$ 1,643.19	1160804-9
45103	862726	NorthWestern Energy	Airport	$ 325.53	2001846-1. Mud Wash. June 2023
45103	862726	NorthWestern Energy	Water	$ 0.55	0722252-4
45103	862726	NorthWestern Energy	Water	$ 869.29	1116452-2
45103	862726	NorthWestern Energy	Airport	$ 1,708.52	1993430-6. Car Wash. June 2023
45103	862726	NorthWestern Energy	Park Dist 1	$ 108.13	0722255-7
45103	862726	NorthWestern Energy	Facilities	$ 830.49	1160802-3
45103	862727	NorthWestern Energy	Light Maint	$ 18,050.26	SILMD 97 Account 0712557-8
45103	862728	OAG Aviation Worldwide	Airport	$ 6,977.00	Real Time Flight Information Subscription for Website.
45103	862731	Perform Eng & Consult	Wastewater	$ 43,547.10	WO 23-07 Monad Rd Sewer Extension; Payment 8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45103	862731	Perform Eng & Consult	Wastewater	$ 23,922.50	WO 23-07 Monad Rd Sewer Extension; Payment 9
45103	862732	Peterson Office	EOC 911	$ 2,514.54	911 CTR LEAP CHAIR, 46296179 ONYX
45103	862736	Ratco LLC	Park Dist 1	$ 9,793.50	stahl solid top service body, installed box - 127090
45103	862739	Reliable Mechanical	Facilities	$ 4,999.50	Maint & Repair at the Stillwater Building for the Month of May 2023
45103	862741	River Oaks Commun	General	$ 4,792.50	Charter, Mid-Rivers and IIG
45103	862743	Rocky Mt Health	City Ins Fund	$ 7,800.00	June 2023 Healthy Is- Corp Wellness & Healthy Behavior Change Program
45103	862745	Sanderson Stewart	Tax Incrmnt N27	$ 3,859.70	WO 23-09 5th Ace Corridor - Phase 1 Preliminary Design
45103	862745	Sanderson Stewart	Arterial Streets	$ 1,441.50	WO 23-10 48th St W/Grand Ave Intersection Improvements
45103	862746	Sherwin Williams	Airport	$ 3,137.00	Tans #2891-4. Airfield Striping Paint
45103	862747	SHI International	IT Resources	$ 13,583.00	State Contract ADSP016-130651
45103	862753	Solid Waste System	Solid Waste	$ 25.41	156228
45103	862753	Solid Waste System	Solid Waste	$ 23.02	156934
45103	862753	Solid Waste System	Solid Waste	$ 39.87	156781
45103	862753	Solid Waste System	Solid Waste	$ 38.43	156942
45103	862753	Solid Waste System	Solid Waste	$ 177.69	156817
45103	862753	Solid Waste System	Solid Waste	$ 1,617.20	156942
45103	862753	Solid Waste System	Fleet	$ 944.32	0157075-IN
45103	862753	Solid Waste System	Fleet	$ 334.06	0157177-IN
45103	862753	Solid Waste System	Solid Waste	$ 275.94	156228
45103	862753	Solid Waste System	Solid Waste	$ 71.71	156817
45103	862753	Solid Waste System	Solid Waste	$ 29.80	156817
45103	862753	Solid Waste System	Solid Waste	$ 1,617.20	156820
45103	862753	Solid Waste System	Solid Waste	$ 137.65	156820
45103	862753	Solid Waste System	Solid Waste	$ 1,772.52	156781
45103	862753	Solid Waste System	Solid Waste	$ 15.92	156747
45103	862753	Solid Waste System	Solid Waste	$ 329.38	156747
45103	862758	Star Service	Wastewater	$ 78,309.00	WO 23-34 BRI Flowmeter Ph 2 Service Agreement; Payment 1 F
45103	862763	Terri Porta Fine Art	Planning	$ 3,000.00	Terri Porta Fine Art - invoice #00001258
45103	862765	Tetra Tech	Facilities	$ 948.00	City Hall Basement Pipe Leak Airborne Aerosois Monitoring
45103	862765	Tetra Tech	Solid Waste	$ 2,205.90	3 year surface emission & groundwater monitoring & reporting
45103	862766	TNT Springs	Solid Waste	$ 72.80	220268
45103	862766	TNT Springs	Fleet	$ 2,480.00	220354
45103	862766	TNT Springs	Wastewater	$ 466.46	220325
45103	862766	TNT Springs	Wastewater	$ 90.00	220325
45103	862768	Toter Incorp	Solid Waste	$ 2,633.62	Shipping.
45103	862768	Toter Incorp	Solid Waste	$ 37,489.92	Encumbrance per Sourcewell Contract #041521-TOT

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45103	862775	W Municipal Const	Wastewater	$ 110,695.06	WO 23-01 2023 Sewer Main Replacement; Zone 2..Ponderosa Drive Area
45103	862777	Wright Co- MT	Wastewater	$ 3,200.00	2023 Ground sterilant program around 2 s
45103	862777	Wright Co- MT	Water	$ 530.00	applied ground sterilant at 5509 Canyonw
45103	862779	Ylwstn Co Finance	General	$ 2,175.48	Miller Building; Code Enforcement; July, 2023 Rent
45103	862779	Ylwstn Co Finance	Building	$ 6,990.97	Miller Building; Building Division; July, 2023 Rent
45103	862779	Ylwstn Co Finance	Planning	$ 4,657.35	Miller Building; Planning Dept.; July, 2023 Rent
45103	862779	Ylwstn Co Finance	CDBG	$ 5,437.13	Miller Building; Community Development; July, 2023 Rent
45103	862780	Ylwstn Electric	Airport	$ 4,675.38	Cape Air Pilots/Bonus Room, Demo Temp Deli, FIDS & ATM Outlet
45108	862783	Johnson	Sidewalk Debt	$ 7,500.00	Bond Payments July 1, 2023
45108	862784	MT Municipal Co-op	SID Fund	$ 1,275.00	Bond Payments July 1, 2023
45108	862784	MT Municipal Co-op	SID Fund	$ 300.00	Bond Payments July 1, 2023
45108	862784	MT Municipal Co-op	SID Fund	$ 48,564.00	Bond Payments July 1, 2023
45108	862784	MT Municipal Co-op	SID Fund	$ 44,061.00	Bond Payments July 1, 2023
45108	862784	MT Municipal Co-op	SID Fund	$ 1,938.00	Bond Payments July 1, 2023
45108	862784	MT Municipal Co-op	Sidewalk Debt	$ 27,125.00	Bond Payments July 1, 2023
45108	862784	MT Municipal Co-op	Sidewalk Debt	$ 2,922.50	Bond Payments July 1, 2023
45108	862784	MT Municipal Co-op	Sidewalk Debt	$ 1,840.00	Bond Payments July 1, 2023
45108	862785	Purinton Family Trust	Sidewalk Debt	$ 22,625.00	Bond Payments July 1, 2023
45108	862785	Purinton Family Trust	Sidewalk Debt	$ 12,500.00	Bond Payments July 1, 2023
45108	862785	Purinton Family Trust	Sidewalk Debt	$ 8,375.00	Bond Payments July 1, 2023
45108	862786	Royal Johnson Irrev	SID Fund	$ 5,720.00	Bond Payments July 1, 2023
45108	862786	Royal Johnson Irrev	SID Fund	$ 382.50	Bond Payments July 1, 2023
45108	862786	Royal Johnson Irrev	SID Fund	$ 3,675.00	Bond Payments July 1, 2023
45108	862786	Royal Johnson Irrev	Sidewalk Debt	$ 15,375.00	Bond Payments July 1, 2023
45108	862786	Royal Johnson Irrev	Sidewalk Debt	$ 99,400.00	Bond Payments July 1, 2023
45105	862787	Public Utilities	Parks Maint	$ 25.36	136082
45105	862787	Public Utilities	Parks Maint	$ 5,063.12	136091
45105	862787	Public Utilities	Parks Maint	$ 3,302.97	136090
45105	862787	Public Utilities	Parks Maint	$ 1,978.93	136087
45105	862787	Public Utilities	Parks Maint	$ 1,985.18	136092
45105	862787	Public Utilities	Parks Maint	$ 3,015.56	136093
45105	862787	Public Utilities	Parks Maint	$ 3,459.30	136095
45105	862787	Public Utilities	Parks Maint	$ 3,505.39	136096
45105	862787	Public Utilities	Parks Maint	$ 199.82	136098
45105	862787	Public Utilities	Parks Maint	$ 635.28	136099
45105	862787	Public Utilities	Parks Maint	$ 8.92	136100

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45105	862787	Public Utilities	Parks Maint	$ 846.46	136101
45105	862787	Public Utilities	Parks Maint	$ 10,214.28	136103
45105	862787	Public Utilities	Parks Maint	$ 3,336.92	136108
45105	862787	Public Utilities	Parks Maint	$ 113.04	136111
45105	862787	Public Utilities	Parks Maint	$ 62.65	136115
45105	862787	Public Utilities	Parks Maint	$ 1,368.19	148398
45105	862787	Public Utilities	Parks Maint	$ 491.16	148423
45105	862787	Public Utilities	Parks Maint	$ 666.52	148074
45105	862787	Public Utilities	Parks Maint	$ 1,342.20	148654
45105	862787	Public Utilities	Parks Maint	$ 325.86	148702
45105	862787	Public Utilities	Parks Maint	$ 4,668.52	164211
45105	862787	Public Utilities	Parks Maint	$ 6,690.64	164212
45105	862787	Public Utilities	Parks Maint	$ 869.28	158252
45105	862787	Public Utilities	Parks Maint	$ 4,956.52	163614
45105	862787	Public Utilities	Parks Maint	$ 145.02	163944
45105	862787	Public Utilities	Parks Maint	$ 1,413.44	166674
45105	862787	Public Utilities	Parks Maint	$ 393.74	168362
45105	862787	Public Utilities	Parks Maint	$ 58.24	176577
45105	862787	Public Utilities	Parks Maint	$ 2,673.84	175850
45105	862787	Public Utilities	Street/Traffic	$ 2,085.00	168593
45105	862787	Public Utilities	Street/Traffic	$ 656.13	180332
45105	862787	Public Utilities	Street/Traffic	$ 404.05	180331
45105	862787	Public Utilities	Park Dist 1	$ 1,106.56	180092
45105	862787	Public Utilities	Parks Maint	$ 18.98	179987
45105	862787	Public Utilities	Parks Maint	$ 650.08	180090
45105	862787	Public Utilities	Parks Maint	$ 276.54	180091
45105	862787	Public Utilities	Street/Traffic	$ 1,168.71	178621
45105	862787	Public Utilities	Parks Maint	$ 47.28	177710
45105	862787	Public Utilities	Street/Traffic	$ 1,379.49	180335
45105	862787	Public Utilities	Street/Traffic	$ 869.85	180334
45105	862787	Public Utilities	Street/Traffic	$ 134.12	180333
45105	862787	Public Utilities	Street/Traffic	$ 2,053.53	180336
45105	862787	Public Utilities	Street/Traffic	$ 35.25	180337
45105	862787	Public Utilities	Street/Traffic	$ 35.25	180338
45105	862787	Public Utilities	Street/Traffic	$ 46.21	180339
45105	862787	Public Utilities	Street/Traffic	$ 220.39	180396

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45105	862787	Public Utilities	Street/Traffic	$ 97.17	181505
45105	862787	Public Utilities	Street/Traffic	$ 151.97	184751
45105	862787	Public Utilities	Street/Traffic	$ 1,116.45	185688
45105	862787	Public Utilities	Street/Traffic	$ 639.69	185689
45105	862787	Public Utilities	Street/Traffic	$ 97.17	185690
45105	862787	Public Utilities	Street/Traffic	$ 1,302.77	185691
45105	862787	Public Utilities	Parks Maint	$ 46.38	187900
45105	862787	Public Utilities	Street/Traffic	$ 97.17	191161
45105	862787	Public Utilities	Parks Maint	$ 337.72	192352
45105	862787	Public Utilities	Parks Maint	$ 309.42	201942
45105	862787	Public Utilities	Parks Maint	$ 2,352.34	236250
45105	862787	Public Utilities	Street/Traffic	$ 121.47	241853
45105	862787	Public Utilities	Parks Maint	$ 3,654.34	242652
45105	862787	Public Utilities	Street/Traffic	$ 50.79	243345
45105	862787	Public Utilities	Street/Traffic	$ 56.27	243346
45105	862787	Public Utilities	Street/Traffic	$ 149.43	243891
45105	862787	Public Utilities	Street/Traffic	$ 286.43	248978
45105	862787	Public Utilities	Street/Traffic	$ 279.08	259589
45105	862787	Public Utilities	Street/Traffic	$ 980.52	259590
45105	862787	Public Utilities	Street/Traffic	$ -	259591
45105	862787	Public Utilities	Parks Maint	$ 8.02	260404
45105	862787	Public Utilities	Street/Traffic	$ 1,296.36	261854
45105	862787	Public Utilities	Solid Waste	$ 612.84	273983

City Council Regular

Date:	08/14/2023
Title:	Payment of Claims for week of July 3, 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 $2,633,475.65 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 07032023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/06/2023	862788	2M Company	Parks Maint	$ 1,476.36	metal cabinet
07/06/2023	862788	2M Company	Parks Maint	$ 9,758.92	new controllers for Copper Ridge
07/06/2023	862788	2M Company	Parks Maint	$ 151.53	new controllers for Copper Ridge
07/06/2023	862788	2M Company	Parks Maint	$ 1,470.93	new controllers for Copper Ridge
07/06/2023	862788	2M Company	Street/Traffic	$ 43.86	direct bury wire for monad/shiloh
07/06/2023	862790	4 Seasons Electric	Library	$ 20,576.95	repair and replacement of emergency lighting
07/06/2023	862792	A-1 Landscaping	Library	$ 8,228.00	4830 June 2023 landscaping maintenance
07/06/2023	862793	Advncd Eng & Enviro	Water	$ 16,956.24	WO 22-20 WTP High Service Pump Station HVAC Upgrades
07/06/2023	862793	Advncd Eng & Enviro	Water	$ 5,558.50	WO 22-45 Willett and Christensen Pump Station Improvements
07/06/2023	862794	Air Controls-Billings	Engineering	$ 3,512.14	Quarterly HVAC Maintenance at the Depot
07/06/2023	862796	Alliance for HOPE	PD Program	$ 2,600.00	Family Justice Center Alliance study and consultation
07/06/2023	862796	Alliance for HOPE	Public Safety	$ 25,942.87	Family Justice Center Alliance study and consultation
07/06/2023	862796	Alliance for HOPE	Public Safety	$ 22,712.13	Family Justice Center Alliance study and consultation
07/06/2023	862798	Allstates Coating	Street/Traffic	$ 3,833.50	white paint totes
07/06/2023	862798	Allstates Coating	Street/Traffic	$ 7,180.80	whtie paint 5gal buckets
07/06/2023	862798	Allstates Coating	Street/Traffic	$ 31,416.00	yellow paint totes
07/06/2023	862799	Alpha Overhead Door	Transit	$ 2,712.00	By Door 5 North Repair
07/06/2023	862803	Alternatives	CDBG	$ 20,342.34	CDBG Grant / Virtual Services Capacity Project
07/06/2023	862803	Alternatives	Court Grants	$ 300.00	23 May Alternative CSVP
07/06/2023	862807	Archie Cochrane	Fleet	$ 68.74	5474278
07/06/2023	862807	Archie Cochrane	Fleet	$ 87.50	5474278
07/06/2023	862807	Archie Cochrane	Fleet	$ 112.48	5474278
07/06/2023	862807	Archie Cochrane	Fleet	$ 91.00	5474840
07/06/2023	862807	Archie Cochrane	Park Dist 1	$ 225.00	5474226
07/06/2023	862807	Archie Cochrane	Park Dist 1	$ 673.64	5474226
07/06/2023	862807	Archie Cochrane	Park Dist 1	$ 152.86	5474226
07/06/2023	862807	Archie Cochrane	Public Safety	$ 11.24	5473968
07/06/2023	862807	Archie Cochrane	Public Safety	$ 88.55	5473968
07/06/2023	862807	Archie Cochrane	Public Safety	$ 63.36	5473968
07/06/2023	862807	Archie Cochrane	Public Safety	$ 43.78	5473968
07/06/2023	862807	Archie Cochrane	Public Safety	$ 460.10	5473968
07/06/2023	862807	Archie Cochrane	Public Safety	$ 24.75	5473968
07/06/2023	862807	Archie Cochrane	Public Safety	$ 386.25	5474036
07/06/2023	862807	Archie Cochrane	Public Safety	$ 53.43	5474070
07/06/2023	862807	Archie Cochrane	Public Safety	$ 94.16	5474200
07/06/2023	862807	Archie Cochrane	Public Safety	$ 386.25	5474392

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/06/2023	862807	Archie Cochrane	Public Safety	$ (400.00)	5474803
07/06/2023	862807	Archie Cochrane	Transit	$ 24.20	5474424. Caliper Pin Kits
07/06/2023	862807	Archie Cochrane	Transit	$ 12.10	5474556. Caliper Pin Kit
07/06/2023	862809	ASLV INC	Public Safety	$ 2,040.00	417339, 308 WIN
07/06/2023	862809	ASLV INC	Public Safety	$ 1,416.00	419634, 9mm
07/06/2023	862812	Avery Dennison	Street/Traffic	$ 1,107.80	ink cartridges for sign machine
07/06/2023	862812	Avery Dennison	Street/Traffic	$ 1,512.00	white sheeting for signs
07/06/2023	862813	Beartooth Enviro	Solid Waste	$ 8,669.20	Drummed waste; aerosols waste disposal; bulk material waste disposal; etc
07/06/2023	862821	Blgs Const Supply	Gas Tax	$ 879.50	WO 23-50..Gabel Road Culvert Replacement
07/06/2023	862821	Blgs Const Supply	Public Safety	$ 165.94	FIRE/BURN BUILDING, PORTABLE TOILETS
07/06/2023	862821	Blgs Const Supply	Solid Waste	$ 113.03	Landfill Toilet Rental Site: S236. 6/1/23 - 6/30/23.
07/06/2023	862821	Blgs Const Supply	Solid Waste	$ 106.03	Landfill Toilet Rental Site: S479. 6/1/23 - 6/30/23.
07/06/2023	862821	Blgs Const Supply	Storm Sewer	$ 879.50	WO 23-50..Gabel Road Culvert Replacement
07/06/2023	862821	Blgs Const Supply	Wastewater	$ 210.16	CC58 Cone, Orange sheeting, sign
07/06/2023	862821	Blgs Const Supply	Water	$ 869.00	traffic control at Rimrock & 17th St W
07/06/2023	862821	Blgs Const Supply	Water	$ 802.00	traffic control for water service leak..
07/06/2023	862827	Bradford Roof	Airport	$ 917.11	Invoice #2023 175. Repair Roof Leaks at IP-5
07/06/2023	862827	Bradford Roof	Facilities	$ 2,498.40	Roof baseflashing at Stillwater Building
07/06/2023	862827	Bradford Roof	Library	$ 602.44	2023 153 Roof patch
07/06/2023	862829	Bruco	Airport	$ 964.32	Invoice #417645
07/06/2023	862829	Bruco	Facilities	$ 65.94	Inv. 417893 Janitorial Supplies
07/06/2023	862829	Bruco	Facilities	$ 1,121.61	Janitorial Supplies for City Hall
07/06/2023	862829	Bruco	Park Dist 1	$ 893.40	coreless tissue for parks - 417614
07/06/2023	862829	Bruco	Park Dist 1	$ 893.40	coreless tissue for parks - 417765
07/06/2023	862832	Century Link	Airport	$ 50.52	406-245-1044 Airport Terminal Power M
07/06/2023	862832	Century Link	Airport	$ 45.66	406-245-5834 Airport Alarm
07/06/2023	862832	Century Link	Airport	$ 53.02	406-252-0721 Airport 1FB Line
07/06/2023	862832	Century Link	Airport	$ 82.34	406-252-9412 Airport
07/06/2023	862832	Century Link	Airport	$ 53.02	406-256-6014 Airport P9 Building
07/06/2023	862832	Century Link	Airport	$ 68.92	406-256-7070 Airport
07/06/2023	862832	Century Link	Airport	$ 37.94	Bill Date: Aug 16, 2021. QTA Phone 406-252-0005
07/06/2023	862832	Century Link	Engineering	$ 138.75	406-259-7758 Measured Lines Depot 60/40
07/06/2023	862832	Century Link	EOC 911	$ 45.65	406-245-3107 911
07/06/2023	862832	Century Link	EOC 911	$ 45.65	406-245-3108 911
07/06/2023	862832	Century Link	EOC 911	$ 311.26	406-245-7101 9-1-1 Center Landfill #2
07/06/2023	862832	Century Link	EOC 911	$ 311.26	406-245-7102 9-1-1 Center Fox Reservoir #2

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/06/2023	862832	Century Link	EOC 911	$ 5,273.97	406-245-8527 9-1-1 Center
07/06/2023	862832	Century Link	Fleet	$ 51.03	406-256-5047 Motor Pool
07/06/2023	862832	Century Link	General	$ 41.17	406-652-0269 Cemetery Kenco Line
07/06/2023	862832	Century Link	General	$ 64.56	406-652-8403 Stewart Park Batting Cages
07/06/2023	862832	Century Link	IT Resources	$ 50.52	406-245-4437 Kenco Security Alarm IT Alarm
07/06/2023	862832	Century Link	Library	$ 188.10	406-245-1579 Library 6 lines
07/06/2023	862832	Century Link	P.W. Admin	$ 92.50	406-259-7758 Measured Lines Depot 60/40
07/06/2023	862832	Century Link	Park Dist 1	$ 68.92	406-652-5507 Parks
07/06/2023	862832	Century Link	Park Dist 1	$ 50.52	406-657-3014 Parks 3890 Stillwater
07/06/2023	862832	Century Link	Parking	$ 41.17	406-252-2041 Park 2 Elevator Phone
07/06/2023	862832	Century Link	Parking	$ 50.52	406-657-3054 Park 1 Elevator Phone
07/06/2023	862832	Century Link	Phone System	$ 125.40	406-245-1579 Library 6 lines
07/06/2023	862832	Century Link	Phone System	$ 103.92	406-248-3329 Airport Measured Lines 406-248-9989
07/06/2023	862832	Century Link	Phone System	$ 114.60	406-248-9124 Met Measured Lines 406-248-9179
07/06/2023	862832	Century Link	Phone System	$ 111.42	406-252-3774 BOC Measured Lines 406-252-3789
07/06/2023	862832	Century Link	Phone System	$ 161.94	406-657-3009 PUD Measured Lines 406-247-8579
07/06/2023	862832	Century Link	Phone System	$ 2,594.61	406-657-8377 Main System Centrex
07/06/2023	862832	Century Link	Phone System	$ 51.96	406-657-8419 MET Fax and 406-247-8520 Kenco Fax
07/06/2023	862832	Century Link	Phone System	$ 48.05	Animal Control Fax 406.657.8227 710B
07/06/2023	862832	Century Link	Phone System	$ 50.52	Fire Alarm 406.657.3058
07/06/2023	862832	Century Link	Phone System	$ 50.52	Four Dances 406.657.3040
07/06/2023	862832	Century Link	Phone System	$ 52.49	-Miller Building -406.252.3988
07/06/2023	862832	Century Link	Phone System	$ 50.52	Pioneer Park 406.657.8298
07/06/2023	862832	Century Link	Phone System	$ 51.96	Streets Fax 406.657.8338
07/06/2023	862832	Century Link	Planning	$ 50.52	406-656-9578 Planning Traffic Central Broadwater
07/06/2023	862832	Century Link	Planning	$ 50.52	406-656-9604 Planning Traffic Central 9th
07/06/2023	862832	Century Link	Public Safety	$ 51.96	406-245-1743 Fire Elevator
07/06/2023	862832	Century Link	Public Safety	$ 50.52	406-245-6600 Crime Prevention Alarm
07/06/2023	862832	Century Link	Public Safety	$ 119.32	406-245-7469 Fire
07/06/2023	862832	Century Link	Public Safety	$ 118.28	406-373-3742 Fire RR Crossing Alarm
07/06/2023	862832	Century Link	Public Safety	$ 60.90	406-651-0282 Fire 5 911 Line
07/06/2023	862832	Century Link	Public Safety	$ 41.17	406-655-0728 Fire Maintenance Shop
07/06/2023	862832	Century Link	Radio	$ 311.26	406-248-3635 Fire Airport Radio Tower WCK
07/06/2023	862832	Century Link	Radio	$ 311.26	406-248-3636 Fire Airport Radio Tower Jellison
07/06/2023	862832	Century Link	Solid Waste	$ 96.43	406-245-9820 Solid Waste Landfill
07/06/2023	862832	Century Link	Solid Waste	$ 192.56	SW Landfill #406.259.3065, 406.259.3554, 406.359.395

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07/06/2023	862832	Century Link	Street/Traffic	$ 42.34	406-259-3298 PW Traffic 3728 McDougall
07/06/2023	862832	Century Link	Street/Traffic	$ 51.96	406-652-8104 PW Traffic Signal 24 Central
07/06/2023	862832	Century Link	Wastewater	$ 50.52	406-259-2328 PUD Sahara Sand Lift Station
07/06/2023	862832	Century Link	Water	$ 39.44	406-245-3659 PUD Alarm Water Tower
07/06/2023	862838	Civicplus	General	$ 4,656.97	Municode Administrative Support Fee, Full Service Supplementation
07/06/2023	862842	Co Water Dist -Heights	Park Dist 1	$ 2,464.20	water charges for arrowhead-1318
07/06/2023	862842	Co Water Dist -Heights	Park Dist 1	$ 1,701.50	water charges for hawthorne -08163
07/06/2023	862842	Co Water Dist -Heights	Parks Maint	$ 22.04	water charges for frances -16219
07/06/2023	862842	Co Water Dist -Heights	Parks Maint	$ 422.74	water charges for lutheran-10112
07/06/2023	862842	Co Water Dist -Heights	Parks Maint	$ 402.58	water charges for rolling hills -09174
07/06/2023	862842	Co Water Dist -Heights	Parks Maint	$ 1,441.86	water charges for twin oaks -17196
07/06/2023	862842	Co Water Dist -Heights	Parks Maint	$ 1,435.96	water charges for unita -17140
07/06/2023	862842	Co Water Dist -Heights	Parks Maint	$ 2,696.52	water charges for waldon grove -30388
07/06/2023	862842	Co Water Dist -Heights	Public Safety	$ 1,023.63	SPRING / SUMMER WATER SERVICE FIRE STATION #6 - 16118-00
07/06/2023	862848	Curb Roller	Street/Traffic	$ 7,302.00	curb roller
07/06/2023	862849	Dakota Fence	Park Dist 1	$ 1,183.34	parts for optimist playground - 302890
07/06/2023	862849	Dakota Fence	Park Dist 1	$ 1,365.40	playground parts for central park - 302875
07/06/2023	862850	Dakota Supply Group	Facilities	$ 526.00	Soap Dispenser/Amstd PK00 HAC Power Kit
07/06/2023	862850	Dakota Supply Group	Street/Traffic	$ 3,083.82	inv#S102839681.001pvc storm sewer pipe for wheatstone
07/06/2023	862850	Dakota Supply Group	Wastewater	$ 119.02	caps for sewer services
07/06/2023	862850	Dakota Supply Group	Water	$ 66.46	BLUE MARKING PAINT P/N: 111-090-00140
07/06/2023	862850	Dakota Supply Group	Water	$ 398.78	MARKING PAINT GREEN - GREEN SPRAYON #3631
07/06/2023	862850	Dakota Supply Group	Water	$ 1,358.49	PBD032 - Fittings and 8" sleeve
07/06/2023	862854	DNA Labs International	Public Safety	$ 3,227.50	DNA Labs 23-9788
07/06/2023	862856	DT Blgs Partners	Tax Incrmnt N27	$ 23,286.75	Annual DBP Operating Agreement FY2023 $279,441; April, 2023
07/06/2023	862856	DT Blgs Partners	Tax Incrmnt N27	$ 23,286.75	Annual DBP Operating Agreement FY2023 $279,441; May, 2023
07/06/2023	862856	DT Blgs Partners	Tax Incrmnt N27	$ 23,286.75	Annual DBP Operating Agreement FY2023 $279,441l June, 2023
07/06/2023	862858	Duval Ford	Capital Replace	$ 55,934.16	2023 F550 SERIES 4X4 - ERP REPLACEMENTS FOR 4070 & 4057
07/06/2023	862868	Exchange City Golf	General	$ 4,830.00	2023 golf lessons rec program
07/06/2023	ACH	Finishing Touch Exterior	Facilities	$ 10,462.19	App #3 Retainage Release
07/06/2023	ACH	Finishing Touch Exterior	Facilities	$ 272,510.36	App. #4
07/06/2023	ACH	Finishing Touch Exterior	Facilities	$ 52,617.43	Pay App. #5 Retainage Release
07/06/2023	862873	G&T Plumb & Mech	Airport	$ 12,870.00	Airport Terminal Boiler Replacement Project - Local
07/06/2023	862874	Gans & Pugh Assoc	Public Safety	$ 1,054.00	2 x micro-Cam: Miniature low-light NTSC colour camera
07/06/2023	862874	Gans & Pugh Assoc	Public Safety	$ 2,177.00	4G US modem (3G/4G/Verizon LTE) module upgrade
07/06/2023	862874	Gans & Pugh Assoc	Public Safety	$ 6,025.00	FlashBack-4 miniature High Definition H.264 SD card video recorder

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07/06/2023	862874	Gans & Pugh Assoc	Public Safety	$ 324.00	i-Conex relay module for power switching and control of peripheral device
07/06/2023	862874	Gans & Pugh Assoc	Public Safety	$ 220.00	i-Conex universal extension cable, 5.0 m long.
07/06/2023	862874	Gans & Pugh Assoc	Public Safety	$ -	Shipping-FREE
07/06/2023	862879	Guardian Security	Library	$ 11,108.77	998 June 2023
07/06/2023	862879	Guardian Security	Library	$ 10,534.70	999 June 2023
07/06/2023	862880	Hach Company	Water	$ 2,785.36	REAGENT SET CHLORINE FREE CL17 - SIRR PLAN (2556900)
07/06/2023	862882	Hansers Wrecker	General	$ 100.00	BIL24358
07/06/2023	862882	Hansers Wrecker	Solid Waste	$ 862.50	BIL24358
07/06/2023	862882	Hansers Wrecker	Transit	$ 1,440.00	BIL24630. Tow Unit 1837. W/O 2023-2443
07/06/2023	862882	Hansers Wrecker	Transit	$ 350.00	BIL24924. Towing Unit 1821.
07/06/2023	862887	Hawkins	General	$ 6,309.53	chemicals for rose pools
07/06/2023	862889	HCL Truck Equip	Capital Replace	$ 6,895.00	HD HCL 9.5 X 96 FLATBED W/BULKHEAD
07/06/2023	862889	HCL Truck Equip	Capital Replace	$ 1,500.00	INSTALLION ON CHASSIS
07/06/2023	862891	High Point Network	IT Resources	$ 26,853.44	wireless network controller, mobility conductor, APs, licenses & support
07/06/2023	862891	High Point Network	IT Resources	$ 7,924.00	Qty. 2 EX3400 48 Port 10/100/100 switches -Stillwater
07/06/2023	862891	High Point Network	Public Safety	$ 3,036.80	Palo Alto PAN 415 Firewall + an Aruba Wireless Access Point-Fire Station #8
07/06/2023	862896	Hurricane Butterfly Law	Public Safety	$ 2,923.20	Hurricane Butterfly 23-0143, mini bangs and barricade rounds
07/06/2023	862897	Hydrotech MT	Water	$ 2,500.00	Temp Water for Water Project at 1690 Rim
07/06/2023	862897	Hydrotech MT	Water	$ 4,000.00	Temporary water for King Park Dr
07/06/2023	862903	Insight Public Sector	Capital Replace	$ 6,217.60	Qty. 40 FZ40 MDT Toughbooks
07/06/2023	862903	Insight Public Sector	General	$ 2,731.79	Surface Pro 9, keyboard cover -Brittania -Court
07/06/2023	862903	Insight Public Sector	General	$ 94.45	warranty -Brittania -Court
07/06/2023	862906	J & S Properties	Tax Incrmnt E	$ 207,398.00	EBURD TIF Assistance - Yellowstone Ice & Water
07/06/2023	862907	Jacobs Engineering	Wastewater	$ 1,375.00	Yellowstone River Water Quality Support
07/06/2023	862907	Jacobs Engineering	Wastewater	$ 2,850.00	Yellowstone River Water Quality Support
07/06/2023	ACH	Joe Johnson Equipt	Street/Traffic	$ 116.04	P00960
07/06/2023	ACH	Joe Johnson Equipt	Street/Traffic	$ 14.87	P00960
07/06/2023	ACH	Joe Johnson Equipt	Street/Traffic	$ 2,904.00	P00961
07/06/2023	ACH	Joe Johnson Equipt	Street/Traffic	$ 1,255.44	P00962
07/06/2023	ACH	Joe Johnson Equipt	Street/Traffic	$ 33.21	P00962
07/06/2023	862908	KB Commercial	Airport	$ 3,856.88	Invoice #485610. Janitorial Supplies
07/06/2023	862908	KB Commercial	Facilities	$ 842.00	Janitorial Supplies
07/06/2023	862914	Kone	Airport	$ 1,911.35	Invoice #1158549844. Repair Elevator A
07/06/2023	862914	Kone	Facilities	$ 637.00	Maintenance Period 6-1-2023 - 6-30-2023
07/06/2023	862914	Kone	Library	$ 3,960.20	1158545669
07/06/2023	862914	Kone	Parking	$ 420.00	871062907_Maintenance Period: 5/1/2023-5/31/2023

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07/06/2023	862914	Kone	Parking	$ 420.00	871062907_Maintenance Period: 5/1/2023-5/31/2023
07/06/2023	862914	Kone	Parking	$ 420.00	871062907_Maintenance Period: 5/1/2023-5/31/2023
07/06/2023	862915	KOORY SALES	Tax Incrmnt N27	$ 113,997.00	FY23 TIF Incentive of $113,997 for Monte Bar & Casino
07/06/2023	862916	L N Curtis & Sons	Public Safety	$ 299.48	685194, 12 ga rounds
07/06/2023	862916	L N Curtis & Sons	Public Safety	$ 6,450.00	698374, 12 ga
07/06/2023	862916	L N Curtis & Sons	Public Safety	$ 78.12	Delivery & shipping
07/06/2023	862916	L N Curtis & Sons	Public Safety	$ 6,587.35	Other emergency PPE
07/06/2023	862926	M R Concrete	Wastewater	$ 4,500.00	Billings Wastewater plant replace steps
07/06/2023	862942	MT Dakota Utilities	Solid Waste	$ 4,994.81	7132023
07/06/2023	862942	MT Dakota Utilities	Solid Waste	$ 7.12	7132023
07/06/2023	862943	MT Dakota Utilities	Facilities	$ 260.43	130 733 1000 8
07/06/2023	862943	MT Dakota Utilities	Facilities	$ 568.42	757 633 1000 2
07/06/2023	862943	MT Dakota Utilities	Facilities	$ 1,042.30	989 733 1000 0
07/06/2023	862943	MT Dakota Utilities	Facilities	$ 102.24	993 733 1000 4
07/06/2023	862943	MT Dakota Utilities	General	$ 267.39	061 943 1000 6
07/06/2023	862943	MT Dakota Utilities	General	$ 35.42	571 295 3342 8
07/06/2023	862943	MT Dakota Utilities	General	$ 36.09	927 890 1000 3
07/06/2023	862943	MT Dakota Utilities	Park Dist 1	$ 30.43	371 101 1000 6
07/06/2023	862943	MT Dakota Utilities	Public Safety	$ 111.98	442 190 1000 4
07/06/2023	862943	MT Dakota Utilities	Solid Waste	$ 133.62	284 225 1320 1
07/06/2023	862943	MT Dakota Utilities	Solid Waste	$ 128.73	602 680 9335 2
07/06/2023	862943	MT Dakota Utilities	Solid Waste	$ 28.33	770 390 1000 2
07/06/2023	862943	MT Dakota Utilities	Wastewater	$ 74.17	310 490 1000 7
07/06/2023	862943	MT Dakota Utilities	Wastewater	$ 30.79	410 490 1000 6
07/06/2023	862943	MT Dakota Utilities	Wastewater	$ 76.45	868 563 1000 7
07/06/2023	862943	MT Dakota Utilities	Water	$ 31.87	010 490 1000 0
07/06/2023	862943	MT Dakota Utilities	Water	$ 26.21	110 490 1000 9
07/06/2023	862943	MT Dakota Utilities	Water	$ 24.78	209 077 5055 6
07/06/2023	862943	MT Dakota Utilities	Water	$ 24.78	210 490 1000 8
07/06/2023	862943	MT Dakota Utilities	Water	$ 222.51	310 490 1000 7
07/06/2023	862943	MT Dakota Utilities	Water	$ 92.37	410 490 1000 6
07/06/2023	862943	MT Dakota Utilities	Water	$ 328.73	500 490 1000 7
07/06/2023	862943	MT Dakota Utilities	Water	$ 25.48	510 490 1000 5
07/06/2023	862943	MT Dakota Utilities	Water	$ 24.78	527 033 1000 4
07/06/2023	862943	MT Dakota Utilities	Water	$ 24.78	566 923 1000 8
07/06/2023	862943	MT Dakota Utilities	Water	$ 12.39	600 490 1000 6

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/06/2023	862943	MT Dakota Utilities	Water	$ 12.39	600 490 1000 6
07/06/2023	862943	MT Dakota Utilities	Water	$ 24.78	610 490 1000 4
07/06/2023	862943	MT Dakota Utilities	Water	$ 24.78	666 923 1000 7
07/06/2023	862943	MT Dakota Utilities	Water	$ 38.21	700 490 1000 5
07/06/2023	862943	MT Dakota Utilities	Water	$ 72.28	800 490 1000 4
07/06/2023	862943	MT Dakota Utilities	Water	$ 24.78	832 001 1000 1
07/06/2023	862943	MT Dakota Utilities	Water	$ 137.79	900 490 1000 3
07/06/2023	862945	MT Dept Transport	Water	$ 30,071.12	WO 22-90 Utility Agreement .. Underpass
07/06/2023	862945	MT Dept Transport	Water	$ 57,732.85	WO 22-90 Utility Agreement Underpass Ave
07/06/2023	862948	MT Peterbilt	Solid Waste	$ 303.90	68848BL
07/06/2023	862948	MT Peterbilt	Solid Waste	$ 44.67	72156BX1
07/06/2023	862948	MT Peterbilt	Solid Waste	$ 28.00	72156BX1
07/06/2023	862948	MT Peterbilt	Solid Waste	$ 56.67	73317BL
07/06/2023	862948	MT Peterbilt	Solid Waste	$ 33.52	73480BL
07/06/2023	862948	MT Peterbilt	Solid Waste	$ 422.51	73480BL
07/06/2023	862948	MT Peterbilt	Solid Waste	$ 313.38	73621BL
07/06/2023	862948	MT Peterbilt	Solid Waste	$ 245.07	73757BL
07/06/2023	862948	MT Peterbilt	Solid Waste	$ 881.60	74228BL
07/06/2023	862948	MT Peterbilt	Solid Waste	$ 772.54	74236BL
07/06/2023	862948	MT Peterbilt	Solid Waste	$ 7.20	74305BL
07/06/2023	862948	MT Peterbilt	Solid Waste	$ 23.78	74305BL
07/06/2023	862948	MT Peterbilt	Solid Waste	$ (36.70)	CM70158
07/06/2023	862948	MT Peterbilt	Solid Waste	$ 3.67	CM70158
07/06/2023	862948	MT Peterbilt	Solid Waste	$ (313.38)	CM73621BL
07/06/2023	862950	MT State Firemen	Payroll Clearing	$ 4,513.38	Payroll Summary
07/06/2023	862952	Morrison Maierle	Wastewater	$ 44,427.44	WO 23-01 2023 Water/Sewer Replacement - Contract 2 Sewer
07/06/2023	862953	Mountain Alarm	Engineering	$ 4,116.78	Replacement of Fire Alarm. System not communicating w/Mountain Alarm
07/06/2023	862953	Mountain Alarm	General	$ 20.00	monthly keypad charges - 3660650
07/06/2023	862954	Mt West Holding	Street/Traffic	$ 4,686.45	inv#8341Aguardrail repair grand and shiloh
07/06/2023	862954	Mt West Holding	Street/Traffic	$ 4,850.00	inv#8341Bguardrail repair at grand and shiloh
07/06/2023	862955	MT Dept Rev-CGR2	Airport	$ 130.00	Airport Terminal Boiler Replacement Project - Local
07/06/2023	862955	MT Dept Rev-CGR3	Arterial Streets	$ 633.59	Ret Rel 2 F
07/06/2023	862955	MT Dept Rev-CGR4	Arterial Streets	$ 21.50	S 32nd Street W; Payment 8 Final
07/06/2023	862955	MT Dept Rev-CGR5	Path/Tr Donate	$ 4,775.38	WO 21-38 Warren Trans_Weave Const Contract; Payment 4
07/06/2023	862955	MT Dept Rev-CGR6	CDBG	$ 247.73	CDBG / Comanche Park Playground Equipment Installation
07/06/2023	862955	MT Dept Rev-CGR7	CDBG	$ 257.50	CDBG / Comanche Park Site Improvements

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/06/2023	862955	MT Dept Rev-CGR8	Facilities	$ 105.68	App. #3 Retainage Release
07/06/2023	862955	MT Dept Rev-CGR9	Facilities	$ 50.50	June 2023 Monthly Maintenance and Repair at the Stillwater Building
07/06/2023	862955	MT Dept Rev-CGR10	Facilities	$ 50.50	Maintenance and Repair at the Stillwater Building
07/06/2023	862955	MT Dept Rev-CGR11	Facilities	$ 2,752.63	Pay App. #4
07/06/2023	862955	MT Dept Rev-CGR12	Facilities	$ 531.49	Pay App. #5 Retainage Release
07/06/2023	862955	MT Dept Rev-CGR13	Library	$ 207.85	Business Tax for emergency lighting repair and replacement
07/06/2023	862955	MT Dept Rev-CGR14	Park Dist 1	$ 208.13	install fall protection at Castle Rock park playground tax
07/06/2023	862955	MT Dept Rev-CGR15	Sidewalk Const	$ 161.71	Ret Rel 2 F
07/06/2023	862955	MT Dept Rev-CGR16	Sidewalk Const	$ 22.44	WO 22-07 Mullowney Lane Improvements; Payment 3
07/06/2023	862955	MT Dept Rev-CGR17	Sidewalk Const	$ 1,457.75	WO 22-21 Brewington Drive Reconstruction; Payment 3
07/06/2023	862955	MT Dept Rev-CGR18	Solid Waste	$ 3,007.96	WO 22-37 Landfill Drop-Off Building Repairs -Construction; Payment 10
07/06/2023	862955	MT Dept Rev-CGR19	Stillwater Const	$ 407.23	Correction to I23-017316
07/06/2023	862955	MT Dept Rev-CGR20	Stillwater Const	$ 39.17	Retainage Release
07/06/2023	862955	MT Dept Rev-CGR21	Storm Sewer	$ 12.10	WO 22-21 Brewington Drive Reconstruction; Payment 3
07/06/2023	862955	MT Dept Rev-CGR22	St Maint	$ 4,561.54	WO 22-07 Mullowney Lane Improvements; Payment 3
07/06/2023	862955	MT Dept Rev-CGR23	St Maint	$ 1,164.36	WO 22-21 Brewington Drive Reconstruction; Payment 3
07/06/2023	862955	MT Dept Rev-CGR24	Tax Incrmnt S	$ 49.48	Retainage Release
07/06/2023	862955	MT Dept Rev-CGR25	Wastewater	$ 19.11	Ret Rel 2 F
07/06/2023	862955	MT Dept Rev-CGR26	Wastewater	$ 100.00	Retainage Release 2 Final
07/06/2023	862955	MT Dept Rev-CGR27	Wastewater	$ 39.55	Retainage Release Final
07/06/2023	862955	MT Dept Rev-CGR28	Wastewater	$ 791.00	WO 23-34 BRI Flowmeter Phase 2 Service Agreement; Payment 1 F
07/06/2023	862955	MT Dept Rev-CGR29	Water	$ 28.76	Ret Rel 2 F
07/06/2023	862955	MT Dept Rev-CGR30	Water	$ 23.51	Retainage Release
07/06/2023	862955	MT Dept Rev-CGR31	Water	$ 14.58	Retainage Release 2 Final
07/06/2023	862955	MT Dept Rev-CGR32	Water	$ 1,431.30	WO 22-01 Water and Sewer Main Replacement; Payment 7
07/06/2023	862955	MT Dept Rev-CGR33	Water	$ 1,178.90	WO 23-01 Contract 1, Sch 2, Ave F Area.. 2023 Water Main Replac
07/06/2023	862955	MT Dept Rev-CGR34	Water	$ 160.40	WO 23-01 Contract 1, Sch 3 Parkhill/Beverly Hills-2023 Water Main Replac
07/06/2023	862955	MT Dept Rev-CGR35	Water	$ 5,633.37	WO 23-01 Contract 1, Sch 1,Southgate DR.. 2023 Water Main Replac
07/06/2023	862956	Napa Auto Parts	Building	$ 194.99	3977-493367
07/06/2023	862956	Napa Auto Parts	Building	$ 26.64	3977-493367
07/06/2023	862956	Napa Auto Parts	Building	$ 8.87	3977-493367
07/06/2023	862956	Napa Auto Parts	Building	$ 78.96	3977-493367
07/06/2023	862956	Napa Auto Parts	Building	$ 194.99	3977-493367
07/06/2023	862956	Napa Auto Parts	Building	$ 28.44	3977-493754
07/06/2023	862956	Napa Auto Parts	Fleet	$ 9.86	3977-491971
07/06/2023	862956	Napa Auto Parts	Fleet	$ 25.87	3977-491981

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/06/2023	862956	Napa Auto Parts	Fleet	$ (7.25)	3977-491988 - OIL FILTER
07/06/2023	862956	Napa Auto Parts	Fleet	$ 67.47	3977-492042
07/06/2023	862956	Napa Auto Parts	Fleet	$ 3.55	3977-492847
07/06/2023	862956	Napa Auto Parts	Fleet	$ 502.08	3977-492934
07/06/2023	862956	Napa Auto Parts	Fleet	$ 50.56	3977-493091
07/06/2023	862956	Napa Auto Parts	Fleet	$ 94.52	3977-493116
07/06/2023	862956	Napa Auto Parts	Fleet	$ 53.64	3977-493424
07/06/2023	862956	Napa Auto Parts	Fleet	$ 44.88	3977-493461
07/06/2023	862956	Napa Auto Parts	Fleet	$ 108.92	3977-493473
07/06/2023	862956	Napa Auto Parts	Fleet	$ 41.25	3977-493740
07/06/2023	862956	Napa Auto Parts	Fleet	$ 86.10	3977-493876 Protractor
07/06/2023	862956	Napa Auto Parts	Fleet	$ 529.30	3977-493946
07/06/2023	862956	Napa Auto Parts	Fleet	$ 278.74	3977-494018
07/06/2023	862956	Napa Auto Parts	Fleet	$ 92.34	3977-494048
07/06/2023	862956	Napa Auto Parts	Fleet	$ 29.37	3977-494048
07/06/2023	862956	Napa Auto Parts	Fleet	$ 28.89	3977-494048
07/06/2023	862956	Napa Auto Parts	General	$ (6.82)	3977-491988 - BRAKE LINE
07/06/2023	862956	Napa Auto Parts	General	$ 2.00	3977-494159
07/06/2023	862956	Napa Auto Parts	Park Dist 1	$ 8.00	3977-492824 - FILTER
07/06/2023	862956	Napa Auto Parts	Park Dist 1	$ 13.34	3977-493046
07/06/2023	862956	Napa Auto Parts	Park Dist 1	$ 25.60	3977-493119
07/06/2023	862956	Napa Auto Parts	Public Safety	$ 69.41	3977-492304
07/06/2023	862956	Napa Auto Parts	Public Safety	$ 24.02	3977-493179
07/06/2023	862956	Napa Auto Parts	Public Safety	$ 21.42	3977-493748
07/06/2023	862956	Napa Auto Parts	Public Safety	$ 107.97	3977-493906
07/06/2023	862956	Napa Auto Parts	Solid Waste	$ 100.75	3977-491979
07/06/2023	862956	Napa Auto Parts	Solid Waste	$ 43.70	3977-492134
07/06/2023	862956	Napa Auto Parts	Solid Waste	$ 197.40	3977-492199
07/06/2023	862956	Napa Auto Parts	Solid Waste	$ 30.90	3977-492802
07/06/2023	862956	Napa Auto Parts	Solid Waste	$ 118.74	3977-492802,492855
07/06/2023	862956	Napa Auto Parts	Solid Waste	$ 50.50	3977-493271
07/06/2023	862956	Napa Auto Parts	Solid Waste	$ 79.16	3977-493271
07/06/2023	862956	Napa Auto Parts	Solid Waste	$ 30.90	3977-493271
07/06/2023	862956	Napa Auto Parts	Solid Waste	$ 5.07	3977-493715
07/06/2023	862956	Napa Auto Parts	Solid Waste	$ 13.22	3977-493729
07/06/2023	862956	Napa Auto Parts	Solid Waste	$ 38.26	3977-493824

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/06/2023	862956	Napa Auto Parts	Solid Waste	$ 37.95	3977-494118
07/06/2023	862956	Napa Auto Parts	Street/Traffic	$ (2.39)	3977-491988 - OIL FILTER
07/06/2023	862956	Napa Auto Parts	Street/Traffic	$ (3.73)	3977-491988 - TRANS FILTER
07/06/2023	862956	Napa Auto Parts	Street/Traffic	$ 14.51	3977-493837
07/06/2023	862956	Napa Auto Parts	Street/Traffic	$ 9.29	3977-493837
07/06/2023	862956	Napa Auto Parts	Street/Traffic	$ 77.82	3977-494210
07/06/2023	862956	Napa Auto Parts	Street/Traffic	$ 73.08	3977-494210
07/06/2023	862956	Napa Auto Parts	Street/Traffic	$ 335.44	3977-494210
07/06/2023	862956	Napa Auto Parts	Street/Traffic	$ 280.82	3977-494210
07/06/2023	862956	Napa Auto Parts	Water	$ (27.95)	3977-491988
07/06/2023	862956	Napa Auto Parts	Water	$ (5.82)	3977-491988 - TRANS FILTER
07/06/2023	862958	NeighborWorks MT	CDBG	$ 34,925.90	NWMT C & C Project Reimbursement Request #19
07/06/2023	862960	Newman Traffic Signs	Street/Traffic	$ 2,733.60	sign blanks per attached
07/06/2023	862961	NLK9 Inc	PD Program	$ 15,000.00	NLK9 invoice 1222, cost for new k9 and handler school for Sean Weston
07/06/2023	862965	NorthWestern Energy	Airport	$ 30,230.52	0100482-9. Vault Account. June 2023
07/06/2023	862965	NorthWestern Energy	Airport	$ 525.22	0712792-1. IP-7. June 2023
07/06/2023	862965	NorthWestern Energy	Airport	$ 1,026.80	0712800-2. IP-9. June 2023
07/06/2023	862965	NorthWestern Energy	Airport	$ 768.54	0712809-3. Alpine. June 2023
07/06/2023	862965	NorthWestern Energy	Engineering	$ 1,143.95	1741314-7
07/06/2023	862965	NorthWestern Energy	Engineering	$ 51.74	Depot parking lot
07/06/2023	862965	NorthWestern Energy	Facilities	$ 9,860.74	0100507-3
07/06/2023	862965	NorthWestern Energy	Facilities	$ 10,255.95	3927205-9
07/06/2023	862965	NorthWestern Energy	General	$ 1,672.26	0100506-5
07/06/2023	862965	NorthWestern Energy	General	$ 231.55	0712683-2
07/06/2023	862965	NorthWestern Energy	Park Dist 1	$ 404.62	0722257-3
07/06/2023	862965	NorthWestern Energy	Park Dist 1	$ 117.15	0722260-7
07/06/2023	862965	NorthWestern Energy	Park Dist 1	$ 11.07	0722261-5
07/06/2023	862965	NorthWestern Energy	Park Dist 1	$ 0.28	0722265-6
07/06/2023	862965	NorthWestern Energy	Park Dist 1	$ 6.44	0722268-0
07/06/2023	862965	NorthWestern Energy	Park Dist 1	$ -	0723027-9
07/06/2023	862965	NorthWestern Energy	Park Dist 1	$ -	0723038-6
07/06/2023	862965	NorthWestern Energy	Park Dist 1	$ 363.36	0723044-4
07/06/2023	862965	NorthWestern Energy	Park Dist 1	$ 13.16	0723051-9
07/06/2023	862965	NorthWestern Energy	Park Dist 1	$ 8.70	0723090-7
07/06/2023	862965	NorthWestern Energy	Park Dist 1	$ 380.05	0723170-7
07/06/2023	862965	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/06/2023	862965	NorthWestern Energy	Park Dist 1	$ 8.70	service at North park-40481700-9 June 2023
07/06/2023	862965	NorthWestern Energy	Parking	$ 524.67	0720829-1
07/06/2023	862965	NorthWestern Energy	Parking	$ 2,026.97	0720834-1
07/06/2023	862965	NorthWestern Energy	Parking	$ 1,543.32	1569636-2
07/06/2023	862965	NorthWestern Energy	Parking	$ 1,560.43	1594282-4
07/06/2023	862965	NorthWestern Energy	Parking	$ 1,935.18	3067416-2
07/06/2023	862965	NorthWestern Energy	Parking	$ 92.92	3279035-4
07/06/2023	862965	NorthWestern Energy	Parking	$ 119.30	3463478-2
07/06/2023	862965	NorthWestern Energy	Parks Maint	$ 159.56	1059093-3
07/06/2023	862965	NorthWestern Energy	Public Safety	$ 2,968.50	0100476-1 FIRE 1 ELECTRIC SERVICE, FY2023
07/06/2023	862965	NorthWestern Energy	Public Safety	$ 566.04	0100477-9 FIRE 6 ELECTRIC SERVICE, FY2023
07/06/2023	862965	NorthWestern Energy	Public Safety	$ 502.60	0712537-0
07/06/2023	862965	NorthWestern Energy	Public Safety	$ 427.43	0720840-8
07/06/2023	862965	NorthWestern Energy	Public Safety	$ 265.93	1984150-1
07/06/2023	862965	NorthWestern Energy	Public Safety	$ 80.85	1984155-0
07/06/2023	862965	NorthWestern Energy	Public Safety	$ 3,287.02	3448739-7
07/06/2023	862965	NorthWestern Energy	Transit	$ 6.00	0712764-0
07/06/2023	862965	NorthWestern Energy	Transit	$ 212.43	1784756-7
07/06/2023	862965	NorthWestern Energy	Wastewater	$ 2,030.20	2132749-9
07/06/2023	862965	NorthWestern Energy	Water	$ 185.77	0722252-4
07/06/2023	862965	NorthWestern Energy	Water	$ 2,944.96	0723043-6
07/06/2023	862975	Public Utilities	Solid Waste	$ 16.05	273982
07/06/2023	862975	Public Utilities	Street/Traffic	$ 2,168.61	191162
07/06/2023	862975	Public Utilities	Wastewater	$ 2,549.71	111176
07/06/2023	862982	Reliable Mechanical	Facilities	$ 4,999.50	June 2023 Monthly Maintenance and Repair at the Stillwater Building
07/06/2023	862982	Reliable Mechanical	Public Safety	$ 1,073.50	FIRE 2 - REPL'D RESTROOM EXHAUST FAN MOTOR & BELT PER TRICIA
07/06/2023	862985	Rocky Mt Health	City Ins Fund	$ 8,000.00	Healthy Is Corporate Wellness and Health Behavior - July 2023
07/06/2023	862988	S & S Machine	Water	$ 28,128.00	LSPS 2 Pump 4, Motor Rebuild
07/06/2023	862989	Sanderson Stewart	Arterial Streets	$ 14,193.00	WO 09-12 Inner Belt Loop - Sch 1 - Northwest Billings Connector
07/06/2023	862989	Sanderson Stewart	Arterial Streets	$ 23,463.00	WO 09-12 Inner Belt Loop - Sch 1 - Northwest Billings Connector
07/06/2023	862989	Sanderson Stewart	Arterial Streets	$ 618.00	WO 22-28 Grand Ave & 32nd Street West Traffic Signal Improvements
07/06/2023	862989	Sanderson Stewart	Path/Tr Donate	$ 67,678.00	WO 21-38 Skyline Trail (Marathon Loop) Schedule II
07/06/2023	862989	Sanderson Stewart	Path/Tr Donate	$ 49,337.50	WO 21-38 Skyline Trail (Marathon Loop) Schedule II
07/06/2023	862989	Sanderson Stewart	Gas Tax	$ -	WO 09-12 Inner Belt Loop - Sch 1 - Northwest Billings Connector
07/06/2023	862989	Sanderson Stewart	Gas Tax	$ -	WO 09-12 Inner Belt Loop - Sch 1 - Northwest Billings Connector
07/06/2023	862994	Solid Waste System	Fleet	$ 372.36	0157458-IN

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/06/2023	862994	Solid Waste System	Fleet	$ 388.46	0157458-IN
07/06/2023	862994	Solid Waste System	Solid Waste	$ 15.92	156643
07/06/2023	862994	Solid Waste System	Solid Waste	$ 220.39	156643
07/06/2023	862994	Solid Waste System	Solid Waste	$ 171.07	156783
07/06/2023	862994	Solid Waste System	Solid Waste	$ 30.95	156783
07/06/2023	862994	Solid Waste System	Solid Waste	$ 132.51	157161
07/06/2023	862994	Solid Waste System	Solid Waste	$ 2,656.30	157161
07/06/2023	862994	Solid Waste System	Solid Waste	$ 27.93	157163
07/06/2023	862994	Solid Waste System	Solid Waste	$ 1,277.48	157163
07/06/2023	862994	Solid Waste System	Solid Waste	$ 71.71	157210
07/06/2023	862994	Solid Waste System	Solid Waste	$ 31.85	157221
07/06/2023	862994	Solid Waste System	Solid Waste	$ 1,222.06	157221
07/06/2023	862994	Solid Waste System	Solid Waste	$ 1,222.06	157221
07/06/2023	862994	Solid Waste System	Solid Waste	$ 31.85	157221
07/06/2023	862994	Solid Waste System	Solid Waste	$ 166.23	157331
07/06/2023	862994	Solid Waste System	Solid Waste	$ 742.36	157331
07/06/2023	862994	Solid Waste System	Solid Waste	$ 719.36	157331
07/06/2023	862994	Solid Waste System	Solid Waste	$ 32.65	157332
07/06/2023	862994	Solid Waste System	Solid Waste	$ 991.36	157332
07/06/2023	862994	Solid Waste System	Solid Waste	$ 18.39	157336
07/06/2023	862994	Solid Waste System	Solid Waste	$ 214.14	157336
07/06/2023	862994	Solid Waste System	Solid Waste	$ 1,118.12	157370
07/06/2023	862994	Solid Waste System	Solid Waste	$ 56.28	157370
07/06/2023	862994	Solid Waste System	Solid Waste	$ 409.46	157370
07/06/2023	862994	Solid Waste System	Solid Waste	$ 390.24	157373
07/06/2023	862994	Solid Waste System	Solid Waste	$ 12.28	157373
07/06/2023	862994	Solid Waste System	Solid Waste	$ 12.28	157374
07/06/2023	862994	Solid Waste System	Solid Waste	$ 140.59	157374
07/06/2023	862994	Solid Waste System	Solid Waste	$ 24.40	157468
07/06/2023	862994	Solid Waste System	Solid Waste	$ 577.83	157468
07/06/2023	862994	Solid Waste System	Solid Waste	$ 297.76	157555
07/06/2023	862994	Solid Waste System	Solid Waste	$ 13.48	157555
07/06/2023	862997	Star Service	Solid Waste	$ 3,553.00	Service labor and material to repair CNG generator.
07/06/2023	862997	Star Service	Wastewater	$ 3,915.45	Retainage Release Final
07/06/2023	862999	Steves Install	CDBG	$ 24,537.16	CDBG / Comanche Park Playground Equipment Installation
07/06/2023	862999	Steves Install	Park Dist 1	$ 20,604.37	payment 1 - 404 install fall protection at Castle rock park playground

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/06/2023	863002	Sturm & Drake Dev	Tax Incrmnt N27	$ 320,000.00	Sturm & Drake TIF incentive of $320,000 for FY23
07/06/2023	863005	Swank Enterprises	Solid Waste	$ 297,786.03	WO 22-37 Landfill Drop-Off Building Repairs -Construction
07/06/2023	863015	TNT Springs	Fleet	$ 282.52	220630
07/06/2023	863015	TNT Springs	Fleet	$ 430.98	220630
07/06/2023	863015	TNT Springs	Fleet	$ 315.80	220630
07/06/2023	863015	TNT Springs	Solid Waste	$ 315.80	220489
07/06/2023	863015	TNT Springs	Solid Waste	$ 1,166.30	220654
07/06/2023	863016	Torgerson's	Capital Replace	$ 54,945.00	farmall 55c compact tractor, 4wd tractor, front loader & grapple bucket
07/06/2023	863016	Torgerson's	Street/Traffic	$ 1,240.00	P28764
07/06/2023	863016	Torgerson's	Water	$ 124.88	P28816 - SEAL
07/06/2023	ACH	Town & Co Supply	Airport	$ 28,547.57	QTA Car Rental Fuel
07/06/2023	ACH	Town & Co Supply	Fleet	$ 4,982.55	436613
07/06/2023	ACH	Town & Co Supply	Fleet	$ 11,622.63	436613
07/06/2023	ACH	Town & Co Supply	Fleet	$ 10,311.77	436614
07/06/2023	ACH	Town & Co Supply	Fleet	$ 6,252.63	436614
07/06/2023	ACH	Town & Co Supply	Public Safety	$ 805.58	436968 FIRE 5 - DIESEL
07/06/2023	ACH	Town & Co Supply	Public Safety	$ 644.46	436969 FIRE 3 - DIESEL
07/06/2023	ACH	Town & Co Supply	Public Safety	$ 966.69	436970 FIRE 1 - DIESEL
07/06/2023	ACH	Town & Co Supply	Public Safety	$ 999.38	436970 FIRE 1 - UNLEADED
07/06/2023	ACH	Town & Co Supply	Public Safety	$ 644.46	436971 FIRE 6 - DIESEL
07/06/2023	ACH	Town & Co Supply	Transit	$ 6,714.75	436319. 2005 Gallons Unleaded
07/06/2023	ACH	Town & Co Supply	Wastewater	$ 5,526.71	Wastewater -WTP - oil
07/06/2023	ACH	Tractor & Equipt	Solid Waste	$ 76.34	BLCS0812877
07/06/2023	ACH	Tractor & Equipt	Solid Waste	$ 72.40	BLCS0812877
07/06/2023	ACH	Tractor & Equipt	Solid Waste	$ 400.98	BLWO0226158 - HOSE
07/06/2023	ACH	Tractor & Equipt	Solid Waste	$ 2,759.50	BLWO0226158 - LABOR
07/06/2023	ACH	Tractor & Equipt	Street/Traffic	$ (1,739.09)	BLB00020117 - TROUBLE SHOOT & DIAGNOISE
07/06/2023	ACH	Tractor & Equipt	Street/Traffic	$ (2,991.09)	BLB00020207 - TROUBLE SHOOT & DIAGNOISE
07/06/2023	ACH	Tractor & Equipt	Street/Traffic	$ (30.64)	BLCR0098343 - KNOB
07/06/2023	ACH	Tractor & Equipt	Street/Traffic	$ (30.64)	BLCR0098344 - KNOB
07/06/2023	ACH	Tractor & Equipt	Street/Traffic	$ 30.64	BLCS0811283 - KNOB
07/06/2023	ACH	Tractor & Equipt	Street/Traffic	$ 30.64	BLCS0811605 - KNOB
07/06/2023	ACH	Tractor & Equipt	Street/Traffic	$ 2,991.09	BLW00222247 - TROUBLE SHOOT & DIAGNOISE
07/06/2023	ACH	Tractor & Equipt	Street/Traffic	$ 1,739.09	BLW00224732 - TROUBLE SHOOT & DIAGNOISE
07/06/2023	ACH	Tractor & Equipt	Wastewater	$ 345.27	9100126 - GLASS
07/06/2023	ACH	Tractor & Equipt	Wastewater	$ 172.11	BLCS0812427 - SEAL

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/06/2023	ACH	Tractor & Equipt	Wastewater	$ 31.42	BLCS0812664 - ROLLER
07/06/2023	863027	W Municipal Const	Wastewater	$ 9,900.00	Retainage Release 2 Final
07/06/2023	863037	Ylwstn Electric	Airport	$ 2,739.68	Invoice #4348. New Cape Air Room
07/06/2023	863039	Ylwstn Valley Elec	Solid Waste	$ 3,403.11	Electricity Service. Landfill. 05/01/2023 - 06/01/2023.
07/06/2023	863039	Ylwstn Valley Elec	Wastewater	$ 197.90	2229 Blue Creek Rd May 2023
07/06/2023	863039	Ylwstn Valley Elec	Wastewater	$ 1,258.42	3002 Cattle Dr Pon
07/06/2023	863039	Ylwstn Valley Elec	Wastewater	$ 147.37	3002 Cattle Dr Pivot
07/06/2023	863039	Ylwstn Valley Elec	Wastewater	$ 146.31	4523 Iron Horse Trl..3002 Cattle Dr Pon
07/06/2023	863039	Ylwstn Valley Elec	Wastewater	$ 223.21	54th St W/Dovetail Ave...May 2023
07/06/2023	863039	Ylwstn Valley Elec	Wastewater	$ 19.00	Womcjester Tr;Rpd & Gun Club.. May 2023
07/06/2023	863039	Ylwstn Valley Elec	Water	$ 1,694.22	2085 Santiago BLVD Pump Station..May 202

City Council Regular

Date:	08/14/2023
Title:	Payment of Claims for week of July 10, 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 $2,620,026.05 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 07102023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/10/2023	863041	360 Office Solution	General	$ 4,816.62	New Desk for Todd Corne
07/10/2023	ACH	A & I Distributors	Fleet	$ 696.43	3944401
07/10/2023	ACH	A & I Distributors	Fleet	$ 40.08	3944401
07/10/2023	ACH	A & I Distributors	Fleet	$ 2,454.39	3944401
07/10/2023	ACH	A & I Distributors	Fleet	$ 562.39	3944401
07/10/2023	ACH	A & I Distributors	Fleet	$ 605.01	3948172
07/10/2023	ACH	A & I Distributors	Fleet	$ 1,392.86	3948172
07/10/2023	ACH	A & I Distributors	Fleet	$ 833.25	3948172
07/10/2023	ACH	A & I Distributors	Fleet	$ 2,454.39	3948172
07/10/2023	ACH	A & I Distributors	Fleet	$ 701.95	3948172
07/10/2023	ACH	A & I Distributors	Public Safety	$ 137.50	3939688 FIRE 2: DEF (55 GALLON DRUM)
07/10/2023	ACH	A & I Distributors	Public Safety	$ 137.50	3939690 FIRE 1 DEF, 55 GALLON DRUM
07/10/2023	ACH	A & I Distributors	Public Safety	$ 564.53	3941965 FIRE 4, 55 GALLON, HOSE, HALF, WHEELED TRIOLLEY
07/10/2023	ACH	A & I Distributors	Public Safety	$ 137.50	FIRE 5 - 55 GALLONS DEF DELIVERED 6/29/2023
07/10/2023	ACH	A & I Distributors	Public Safety	$ 137.50	FIRE 6: 55 GALLON DRUM DEF
07/10/2023	ACH	A & I Distributors	Solid Waste	$ 1,650.00	330 GAL DEF TOTE. Collections.
07/10/2023	ACH	A & I Distributors	Solid Waste	$ 825.00	330 GAL DEF TOTE. Landfill.
07/10/2023	ACH	A & I Distributors	Solid Waste	$ 1,960.17	Mystik LithoPlex #2 Grease. Landfill.
07/10/2023	ACH	A & I Distributors	Street/Traffic	$ 825.00	inv#3949770def tote
07/10/2023	ACH	A & I Distributors	Transit	$ 2,260.85	3944007. 5W-40 Engine Oil
07/10/2023	ACH	A & I Distributors	Transit	$ 7.91	3944007. 5W-40 Engine Oil.
07/10/2023	ACH	A & I Distributors	Transit	$ 1,650.00	3949771. DEF
07/10/2023	863043	Adv Eng & Enviro	Water	$ 6,652.92	WO 22-20 WTP High Service Pump Station HVAC Upgrades
07/10/2023	863043	Adv Eng & Enviro	Water	$ 2,262.50	WO 22-45 Willett and Christensen Pump Station Improvements
07/10/2023	863043	Adv Eng & Enviro	Water	$ 2,035.75	WO 23-96 WTP Intake #2 Catwalk Repair Evaluation
07/10/2023	863052	Bcs Scrip	City Ins Fund	$ 10,500.00	2023 2nd Quarter Wellness Incentive
07/10/2023	863055	Capital City Consultants	General	$ 4,500.00	C.K. Mental Health Evaluation
07/10/2023	863063	Collaborative Design	Wastewater	$ 8,065.00	WO 23-24 Belknap Office Remodel Phase 2
07/10/2023	863064	Community Solution	Court Grants	$ 1,515.00	23 June CSI
07/10/2023	863064	Community Solution	Court Grants	$ 1,515.00	23 June CSI DUI
07/10/2023	863064	Community Solution	Court Grants	$ 1,665.00	23 June Drug Program Fees
07/10/2023	863064	Community Solution	Court Grants	$ 1,665.00	23 June DUI Program Fees
07/10/2023	863070	Dana Safety Supply	Public Safety	$ 2,164.50	851116
07/10/2023	863070	Dana Safety Supply	Public Safety	$ 1,467.00	851116

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07/10/2023	863070	Dana Safety Supply	Public Safety	$ 478.50	851116
07/10/2023	863070	Dana Safety Supply	Public Safety	$ 1,350.00	851116
07/10/2023	863072	Data Imaging System	General	$ 5,532.72	Scanning Project for Special Improvement Districts SID Boxes 1-7 & 13-24
07/10/2023	863073	Dell Computer L P	EOC 911	$ 2,471.85	Qty. 15 24" monitors -Comm. Center
07/10/2023	863073	Dell Computer L P	General	$ 52.28	Dell Conferencing sound bar -Tina Hoeger
07/10/2023	863073	Dell Computer L P	General	$ 169.49	Docking Station -Finance -Andy
07/10/2023	863073	Dell Computer L P	Public Safety	$ 8,031.45	Qty.7 Dell Latitude 5530, i5, 16GB 512SSD -Fire
07/10/2023	863073	Dell Computer L P	Solid Waste	$ 983.40	OptiPlex 7010, i5, 16GB RAM, 1TB SSD, 2-24" Monitors, sound bar
07/10/2023	863073	Dell Computer L P	Wastewater	$ 152.74	OptiPlex 7010, 2-24" monitors and sound bar -D&C Locate PC
07/10/2023	863073	Dell Computer L P	Wastewater	$ 393.36	OptiPlex 7010, 2-24" monitors and sound bar -D&C Locate PC
07/10/2023	863073	Dell Computer L P	Water	$ 229.12	OptiPlex 7010, 2-24" monitors and sound bar -D&C Locate PC
07/10/2023	863073	Dell Computer L P	Water	$ 590.04	OptiPlex 7010, 2-24" monitors and sound bar -D&C Locate PC
07/10/2023	863077	Dixie Petro-Chem	Water	$ 18,787.20	chlorine for process
07/10/2023	863078	DOWL	Tax Incrmnt N27	$ 61,568.59	WO 23-11 Downtown 2-Way Street Conversion
07/10/2023	863081	EBMS	City Ins Fund	$ 33,881.34	August 2023
07/10/2023	863081	EBMS	City Ins Fund	$ 62,576.62	August 2023
07/10/2023	863081	EBMS	City Ins Fund	$ 845.00	August 2023
07/10/2023	863081	EBMS	City Ins Fund	$ 1,298.50	August 2023
07/10/2023	863081	EBMS	City Ins Fund	$ 5,842.10	August 2023
07/10/2023	863081	EBMS	City Ins Fund	$ 1,585.50	August 2023
07/10/2023	863082	EBMS	City Ins Fund	$ 1,564.50	EBMS Monthly July 2023
07/10/2023	863082	EBMS	City Ins Fund	$ 5,825.15	EBMS Monthly July 2023
07/10/2023	863082	EBMS	City Ins Fund	$ 62,038.57	EBMS Monthly July 2023
07/10/2023	863082	EBMS	City Ins Fund	$ 835.00	EBMS Monthly July 2023
07/10/2023	863082	EBMS	City Ins Fund	$ 1,302.00	EBMS Monthly July 2023
07/10/2023	863082	EBMS	City Ins Fund	$ 33,783.06	EBMS Monthly July 2023
07/10/2023	863081	EBMS	Payroll Clearing	$ 11,755.08	August 2023
07/10/2023	863082	EBMS	Payroll Clearing	$ 11,626.23	EBMS Monthly July 2023
07/10/2023	863084	Fisher Sand & Gravel	Street/Traffic	$ 456.02	inv#97833asphalt
07/10/2023	863084	Fisher Sand & Gravel	Street/Traffic	$ 128.36	inv#97834asphalt
07/10/2023	863084	Fisher Sand & Gravel	Street/Traffic	$ 199.31	inv#97835asphalt
07/10/2023	863084	Fisher Sand & Gravel	Street/Traffic	$ 2,222.03	inv#97836asphalt
07/10/2023	863084	Fisher Sand & Gravel	Street/Traffic	$ 4,281.51	inv#97837asphalt
07/10/2023	863084	Fisher Sand & Gravel	Street/Traffic	$ 579.00	inv#98242concrete

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07/10/2023	863084	Fisher Sand & Gravel	Street/Traffic	$ 3,637.80	inv#98308asphalt
07/10/2023	863084	Fisher Sand & Gravel	Street/Traffic	$ 147.06	inv#98309asphalt
07/10/2023	863084	Fisher Sand & Gravel	Street/Traffic	$ 3,646.83	inv#98310asphalt
07/10/2023	863085	FlashParking	Parking	$ 15,557.66	FLashPARCS Software License, _ 2 Year Renewal
07/10/2023	863085	FlashParking	Parking	$ 15,557.67	FLashPARCS Software License, _ 2 Year Renewal
07/10/2023	863085	FlashParking	Parking	$ 15,557.67	FLashPARCS Software License, _ 2 Year Renewal
07/10/2023	863085	FlashParking	Parking	$ 24,521.00	FLashPARCS Software License, Empire Garage_ 2 Year Renewal
07/10/2023	863085	FlashParking	Parking	$ 107.45	Transaction Overage FlashParcs and Mobile Payments
07/10/2023	863085	FlashParking	Parking	$ 17.50	Empire Garage Mobile Payment
07/10/2023	863089	Grt W Eng	Solid Waste	$ 23,635.20	WO 20-46 Lanfill Compost Facility
07/10/2023	863092	Harris System	General	$ 10,400.00	City Data -HR Payroll Professional series
07/10/2023	863102	Invoice Cloud	Building	$ 635.46	billing for 06/01/2023 - 06/30/2023
07/10/2023	863102	Invoice Cloud	City Ins Fund	$ 167.51	billing for 06/01/2023 - 06/30/2023
07/10/2023	863102	Invoice Cloud	Parking	$ 648.67	billing for 06/01/2023 - 06/30/2023
07/10/2023	863102	Invoice Cloud	Solid Waste	$ 11,161.67	billing for 06/01/2023 - 06/30/2023
07/10/2023	863102	Invoice Cloud	Wastewater	$ 12,419.87	billing for 06/01/2023 - 06/30/2023
07/10/2023	863102	Invoice Cloud	Water	$ 16,438.67	billing for 06/01/2023 - 06/30/2023
07/10/2023	863103	J & J Concrete	Gas Tax	$ 15,385.54	WO 23-02 Missing Sidewalk Project ; Schedule 1; Payment 2
07/10/2023	863103	J & J Concrete	Sidewalk Const	$ 12,088.64	WO 23-02 Missing Sidewalk Project Schedule 1; Payment 2
07/10/2023	863104	Jacobs Eng Group	Gas Tax	$ 342.81	Asset Management Program Project; Payment 36
07/10/2023	863104	Jacobs Eng Group	Light Maint	$ 342.81	Asset Management Program Project; Payment 36
07/10/2023	863104	Jacobs Eng Group	Solid Waste	$ 50,147.24	WO 22-27 Landfill Gas Emissions Compliance Contract
07/10/2023	863104	Jacobs Eng Group	Storm Sewer	$ 825.09	Asset Management Program Project; Payment 36
07/10/2023	863104	Jacobs Eng Group	Street/Traffic	$ 1,282.17	Asset Management Program Project; Payment 36
07/10/2023	863104	Jacobs Eng Group	Wastewater	$ 2,804.63	Asset Management Program Project; Payment 36
07/10/2023	863104	Jacobs Eng Group	Water	$ 2,804.63	Asset Management Program Project; Payment 36
07/10/2023	ACH	Joe Johnson Equipt	Street/Traffic	$ 3,795.00	inv#P00964wire for sweepers
07/10/2023	ACH	Joe Johnson Equipt	Water	$ 18.92	P00969
07/10/2023	ACH	Joe Johnson Equipt	Water	$ 153.18	P00969
07/10/2023	ACH	Joe Johnson Equipt	Water	$ 38.98	P00969
07/10/2023	ACH	Joe Johnson Equipt	Water	$ 181.98	P00969
07/10/2023	863105	K2 Civil	Solid Waste	$ 186,008.57	WO 20-46 Landfill Compost Facility-Schedule 1; Payment 2
07/10/2023	863108	KLE Construction	Solid Waste	$ 40,290.06	WO 20-41 Landfill Gas Collection System
07/10/2023	863109	Knife River	Street/Traffic	$ 2,584.85	inv#8706331 1/2" crushed base and 3/8" chips

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07/10/2023	863109	Knife River	Street/Traffic	$ 491.84	inv#8706341 1/2: crushed base
07/10/2023	863109	Knife River	Street/Traffic	$ 1,154.34	inv#8711221 1/2" crushed base
07/10/2023	863110	L N Curtis & Sons	Public Safety	$ 10,883.06	GLOBE 430A420 BOOTS
07/10/2023	863123	Morgan Contractors	Water	$ 265,084.31	WO 22-20 WTP High Service Pump Station HVAC Upgrades
07/10/2023	863124	Morrison Maierle	Airport	$ 10,531.28	AIP-73 Terminal Expansion - Eligible for Reimbursement
07/10/2023	863124	Morrison Maierle	Airport	$ 1,170.14	AIP-73 Terminal Expansion - Ineligible for Reimbursement
07/10/2023	863124	Morrison Maierle	Airport	$ 989.93	AIP-76 Terminal Expansion - eligible for local
07/10/2023	863124	Morrison Maierle	Airport	$ 44,960.74	Amendment #13 Terminal Expansion Project - Federal
07/10/2023	863124	Morrison Maierle	Airport	$ 4,226.24	Amendment #13 Terminal Expansion Project - Ineligible
07/10/2023	863124	Morrison Maierle	Airport	$ 4,995.64	Amendment #13 Terminal Expansion Project - Local
07/10/2023	863124	Morrison Maierle	Airport	$ 1,724.77	Amendment #5 Terminal Expansion Project-CA-Federal Share
07/10/2023	863124	Morrison Maierle	Airport	$ 145.91	Amendment #5 Terminal Expansion Project-CA-Local Share
07/10/2023	863124	Morrison Maierle	Airport	$ 516.98	Amendment 9 Exterior Terminal Painting And Repair Project
07/10/2023	863124	Morrison Maierle	Airport	$ 597.94	Passenger Boarding Jet Bridges - Eligible Local Share
07/10/2023	863124	Morrison Maierle	Airport	$ 50.58	Passenger Boarding Jet Bridges - Ineligible Share
07/10/2023	863128	MT Dept Rev-CGR2	Airport	$ 3,631.70	AIP-77 Terminal Expansion (GMP) - Federal Share
07/10/2023	863128	MT Dept Rev-CGR2	Airport	$ 341.38	AIP-77 Terminal Expansion (GMP) - Ineligible Local Share
07/10/2023	863128	MT Dept Rev-CGR2	Airport	$ 403.52	AIP-77 Terminal Expansion (GMP) - Local Share
07/10/2023	863128	MT Dept Rev-CGR2	Gas Tax	$ 155.41	WO 23-02 Missing Sidewalk Project; Schedule 1; Payment 2
07/10/2023	863128	MT Dept Rev-CGR2	Gas Tax	$ 1,210.62	WO 23-02 Missing Sidewalk Project; Schedule 1; Pmt 1
07/10/2023	863128	MT Dept Rev-CGR2	General	$ 121.07	STAR SERVICE FOR MOUNTVIEW IRRIGATION REPAIR
07/10/2023	863128	MT Dept Rev-CGR2	Park Dist 1	$ 121.07	STAR SERVICE FOR MOUNTVIEW IRRIGATION REPAIR
07/10/2023	863128	MT Dept Rev-CGR2	Sidewalk Const	$ 122.11	WO 23-02 Missing Sidewalk Project; Schedule 1
07/10/2023	863128	MT Dept Rev-CGR2	Sidewalk Const	$ 367.92	WO 23-02 Missing Sidewalk Project; Schedule 1
07/10/2023	863128	MT Dept Rev-CGR2	Solid Waste	$ 406.97	WO 20-41 KLE Const Retainage Release
07/10/2023	863128	MT Dept Rev-CGR2	Solid Waste	$ 1,878.87	WO 20-46 Landfill Compost Facility-Schedule 1
07/10/2023	863128	MT Dept Rev-CGR2	St Maint	$ 4,114.96	WO 23-03 Contract 2 City Chip Seal Schedule 1
07/10/2023	863128	MT Dept Rev-CGR2	Wastewater	$ 1,118.14	WO 23-01 2023 Sewer Main Replacement; Zone 2, Ponderosa Dr Area
07/10/2023	863128	MT Dept Rev-CGR2	Water	$ 2,677.62	WO 22-20 WTP High Service Pump Station HVAC Upgrades
07/10/2023	863117	MT Dept Transportation	Wastewater	$ 34,357.94	WO 23-90 MDT Utility Agreement Rimrock &
07/10/2023	863117	MT Dept Transportation	Water	$ 8,589.49	WO 23-90 MDT Utility Agreement Rimrock &
07/10/2023	863119	MT Law Enforce Academy	Public Safety	$ 7,500.00	MLEA invoice 21533
07/10/2023	863120	MT League Cities & Towns	General	$ 33,062.50	FY24 Membership Dues
07/10/2023	863121	MT Municipal Interlocal	Payroll Clearing	$ 478,577.65	Workers Compensation April 1, 2023 to June 30, 2023

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07/10/2023	863122	MT Municipal Interlocal	Property Ins	$ 66,184.35	June 2023 Liability Self Insurance Payment
07/10/2023	863126	Mt W Holding	Gas Tax	$ 1,290.00	WO 23-50..concrete barrier rails for cu
07/10/2023	863126	Mt W Holding	Storm Sewer	$ 1,290.00	WO 23-50..concrete barrier rails for cu
07/10/2023	863131	N Coast Electric	Street/Traffic	$ 842.48	inv#S012700993.001box/lids for damaged 14th & lewis signal
07/10/2023	863131	N Coast Electric	Street/Traffic	$ 54.89	inv#S012706656.001electrical coating
07/10/2023	863131	N Coast Electric	Street/Traffic	$ 142.49	inv#S012715238.001240ft fish tape
07/10/2023	863131	N Coast Electric	Street/Traffic	$ 430.40	S012659046.003
07/10/2023	863131	N Coast Electric	Street/Traffic	$ 491.64	S012698999.001
07/10/2023	863131	N Coast Electric	Street/Traffic	$ 363.91	S012698999.001
07/10/2023	863131	N Coast Electric	Street/Traffic	$ 189.28	S012702268.001
07/10/2023	863131	N Coast Electric	Street/Traffic	$ 123.55	S012703509.001
07/10/2023	863131	N Coast Electric	Street/Traffic	$ 0.02	S012703509.001
07/10/2023	863132	NorthWestern Energy	General	$ 59.56	0712539-6
07/10/2023	863132	NorthWestern Energy	General	$ 9.82	1635289-0
07/10/2023	863132	NorthWestern Energy	Park Dist 1	$ 221.77	0722256-5
07/10/2023	863132	NorthWestern Energy	Park Dist 1	$ 34.94	0722277-1
07/10/2023	863132	NorthWestern Energy	Park Dist 1	$ 60.01	0793134-8
07/10/2023	863132	NorthWestern Energy	Park Dist 1	$ 6.61	0920801-8
07/10/2023	863132	NorthWestern Energy	Park Dist 1	$ 195.92	1141284-8
07/10/2023	863132	NorthWestern Energy	Park Dist 1	$ 49.76	1156527-2
07/10/2023	863132	NorthWestern Energy	Park Dist 1	$ 596.98	1160780-1
07/10/2023	863132	NorthWestern Energy	Park Dist 1	$ 6.61	1230066-1
07/10/2023	863132	NorthWestern Energy	Park Dist 1	$ 18.21	1692666-9
07/10/2023	863132	NorthWestern Energy	Park Dist 1	$ 6.76	1902257-3
07/10/2023	863132	NorthWestern Energy	Park Dist 1	$ 14.42	3020837-5
07/10/2023	863132	NorthWestern Energy	Park Dist 1	$ 6.00	3477233-5
07/10/2023	863132	NorthWestern Energy	Park Dist 1	$ 38.27	3999603-8
07/10/2023	863132	NorthWestern Energy	Parks Maint	$ 6.00	0723387-7
07/10/2023	863132	NorthWestern Energy	Parks Maint	$ 0.96	0723392-7
07/10/2023	863132	NorthWestern Energy	Parks Maint	$ 0.83	0723885-0
07/10/2023	863132	NorthWestern Energy	Parks Maint	$ 1.12	0971824-8
07/10/2023	863132	NorthWestern Energy	Parks Maint	$ 0.97	1312707-1
07/10/2023	863132	NorthWestern Energy	Parks Maint	$ 7.07	1564209-3
07/10/2023	863132	NorthWestern Energy	Public Safety	$ 73.79	4045328-4

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07/10/2023	863132	NorthWestern Energy	Radio	$ 198.89	1006915-1
07/10/2023	863132	NorthWestern Energy	Street/Traffic	$ 22.51	1738989-1
07/10/2023	863132	NorthWestern Energy	Street/Traffic	$ 1.25	1797828-9
07/10/2023	863132	NorthWestern Energy	Street/Traffic	$ 7.21	2047000-1
07/10/2023	863132	NorthWestern Energy	Street/Traffic	$ 8.30	2047007-6
07/10/2023	863132	NorthWestern Energy	Street/Traffic	$ 7.98	2047010-0
07/10/2023	863132	NorthWestern Energy	Street/Traffic	$ 7.38	2047011-8
07/10/2023	863132	NorthWestern Energy	Street/Traffic	$ 7.67	2047013-4
07/10/2023	863132	NorthWestern Energy	Street/Traffic	$ 7.98	2047017-5
07/10/2023	863132	NorthWestern Energy	Street/Traffic	$ 8.30	2047018-3
07/10/2023	863132	NorthWestern Energy	Street/Traffic	$ 7.21	2047019-1
07/10/2023	863132	NorthWestern Energy	Street/Traffic	$ 130.51	3660075-7
07/10/2023	863132	NorthWestern Energy	Wastewater	$ 549.84	0723878-5
07/10/2023	863132	NorthWestern Energy	Wastewater	$ 7.98	1704025-4
07/10/2023	863132	NorthWestern Energy	Wastewater	$ 77.92	1704030-4
07/10/2023	863132	NorthWestern Energy	Water	$ 889.14	0100478-7
07/10/2023	863132	NorthWestern Energy	Water	$ 6.00	0722249-0
07/10/2023	863132	NorthWestern Energy	Water	$ 5,473.13	0722270-6
07/10/2023	863132	NorthWestern Energy	Water	$ 535.95	805 Constitution Ave - June 2023
07/10/2023	863133	Overhead Door	Wastewater	$ 21,404.02	East Maintenance shop door. new door
07/10/2023	863134	Perform Eng & Consult	Wastewater	$ 10,344.52	WO 23-07 Monad Rd Sewer Extension; Payment 10
07/10/2023	863135	Pioneer Tech Service	Solid Waste	$ 6,717.50	WO 22-47 Landfill Slope Stability Improvements; Payment 9
07/10/2023	ACH	RDO Equipt	Solid Waste	$ 51.90	P1309912 - LOANER: AIR FILTER
07/10/2023	ACH	RDO Equipt	Solid Waste	$ 201.44	P1309912 - LOANER: AIR FILTER
07/10/2023	ACH	RDO Equipt	Solid Waste	$ 200.43	P1309912 - LOANER: FILTER ELEMENT
07/10/2023	ACH	RDO Equipt	Solid Waste	$ 201.44	P1355812 - LOANER: AIR FILTER
07/10/2023	ACH	RDO Equipt	Solid Waste	$ 700.98	P1422512 - FILTER ELEMENT
07/10/2023	ACH	RDO Equipt	Solid Waste	$ 700.98	P1422512 - FILTER ELEMENT
07/10/2023	ACH	RDO Equipt	Solid Waste	$ 15.12	R1579112 - DEF FLUIDS FOR LOANER
07/10/2023	ACH	RDO Equipt	Solid Waste	$ 11,628.16	W3872012 - HYDRAULIC CYLINDERS
07/10/2023	ACH	RDO Equipt	Solid Waste	$ 5,922.00	W3872012 - LABOR
07/10/2023	863142	Sanderson Stewart	Tax Incrmnt N27	$ 3,373.55	WO 23-09 5th Ace Corridor - Phase 1 Preliminary Design
07/10/2023	863144	Sea-Western	Public Safety	$ 7,000.60	QUOTE: QUO15021, SCOTT 200077-50, REG ASY, 2012, QD, X3
07/10/2023	863144	Sea-Western	Public Safety	$ 28.90	shipping

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07/10/2023	863147	Sletten Const	Airport	$ 359,538.57	AIP-77 Terminal Expansion (GMP) - Federal Share
07/10/2023	863147	Sletten Const	Airport	$ 33,796.10	AIP-77 Terminal Expansion (GMP) - Ineligible Local Share
07/10/2023	863147	Sletten Const	Airport	$ 39,948.73	AIP-77 Terminal Expansion (GMP) - Local Share
07/10/2023	863148	St V's Occupational	City Ins Fund	$ 765.00	Multiple services
07/10/2023	863148	St V's Occupational	General	$ 2,230.00	Multiple services
07/10/2023	863148	St V's Occupational	Public Safety	$ 252.00	ASH, CAMERON - FIRE PHYSICAL 6/2/2023
07/10/2023	863148	St V's Occupational	Public Safety	$ 489.75	HERNANDEZ, GABRIEL FIRE PHYSICAL 6/27/2023
07/10/2023	863148	St V's Occupational	Solid Waste	$ 538.00	Multiple services
07/10/2023	863148	St V's Occupational	Street/Traffic	$ 244.00	Multiple services
07/10/2023	863148	St V's Occupational	Transit	$ 145.00	Multiple services
07/10/2023	863148	St V's Occupational	Wastewater	$ 107.50	Multiple services
07/10/2023	863148	St V's Occupational	Water	$ 107.50	Multiple services
07/10/2023	863150	Steiner Thuesen	Park Dist 1	$ 2,814.00	WO 23-33 Grandview Park Irrigation System Replacement
07/10/2023	863150	Steiner Thuesen	Park Dist 1	$ 2,458.00	W.O.22-08 Central Park Tennis Court 1
07/10/2023	863151	Stewart Title	CDBG	$ 10,000.00	FTHB Steve Ellis 226 Terry Ave. 59101
07/10/2023	863154	Thorn Run Partners	General	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract. payment 10
07/10/2023	863154	Thorn Run Partners	P.W. Admin	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract.; payment 10
07/10/2023	ACH	Town & Co Supply	Transit	$ 19,009.80	436914. 6000 Gallons Dyed #2 Diesel
07/10/2023	ACH	Town & Co Supply	Fleet	$ 4,885.47	436918
07/10/2023	ACH	Town & Co Supply	Fleet	$ 13,428.20	436918
07/10/2023	ACH	Town & Co Supply	Fleet	$ 6,838.98	436918
07/10/2023	ACH	Town & Co Supply	Fleet	$ 4,647.63	436918
07/10/2023	ACH	Tractor & Equipt	Solid Waste	$ 69.00	BLCS0812326 - SHIPPING & HANDLING
07/10/2023	ACH	Tractor & Equipt	Solid Waste	$ 921.58	BLCS0812326 - SUPPORT AS
07/10/2023	ACH	Tractor & Equipt	Solid Waste	$ 458.04	BLCS0812772 - MAIN ELEMENT
07/10/2023	ACH	Tractor & Equipt	Solid Waste	$ 3,762.00	BLWO0225585 - LABOR
07/10/2023	ACH	Tractor & Equipt	Solid Waste	$ 1,681.97	BLWO0225585 - SWITCH AS;CSHN AS;HRNS; S&H
07/10/2023	ACH	Tractor & Equipt	Solid Waste	$ 107.19	BLWO0225647 - BLADE A; BLADE AS
07/10/2023	ACH	Tractor & Equipt	Solid Waste	$ 855.00	BLWO0225647 - LABOR
07/10/2023	ACH	Tractor & Equipt	Solid Waste	$ 1,921.00	BLWO0225856 - INJCTR; BLT SKT; NUTS; TRMNL; BTRY; CNSMBLS
07/10/2023	ACH	Tractor & Equipt	Solid Waste	$ 0.80	BLWO0225856 - INJCTR; BLT SKT; NUTS; TRMNL; BTRY; CNSMBLS
07/10/2023	ACH	Tractor & Equipt	Solid Waste	$ 3,078.00	BLWO0225856 - LABOR
07/10/2023	863158	Unemploy Ins Bureau	Payroll Clearing	$ 54,749.44	Unemployment June 30, 2023
07/10/2023	863160	Utility Coatings & Fab	Water	$ 41,332.50	WO 23-20 HSPS Zone 1 Piping Modification; Payment 1 F

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/10/2023	863160	Utility Coatings & Fab	Water	$ 4,592.50	WO 23-20 HSPS Zone 1 Piping Modifications; Payment 1 Final
07/10/2023	863164	Ylwstn Valley An Shelter	Public Safety	$ 27,025.00	city contract

City Council Regular

Date:	08/14/2023
Title:	Payment of Claims for week of July 17, 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 $3,818,122.85 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 07172023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/17/2023	863166	Adv Eng & Enviro	Storm Sewer	$ 2,982.50	Babcock Boulevard Drainage Area Improvements
07/17/2023	863170	Auto Trans Rebuild	Fleet	$ 2,975.00	63266
07/17/2023	863170	Auto Trans Rebuild	Fleet	$ 750.00	63266
07/17/2023	863171	BEA Transit Tech	Transit	$ 16,088.00	MET Fare Vending Machines
07/17/2023	863176	Blgs Community Cable	General	$ 52,166.93	Public Education and Government access channel
07/17/2023	863178	Blgs Overhead Door	Airport	$ 2,639.00	Overhead Door Stock Panels
07/17/2023	863178	Blgs Overhead Door	Airport	$ 1,226.75	Replacement Panel for Delta Door Damage to Frontier Door
07/17/2023	863180	Blgs Tourism	Tourism BID #2	$ 11,048.00	Paid June Distributed July, 2023
07/17/2023	863204	Dell Computer	EOC 911	$ 1,168.91	Qty. 15 24" monitors and 1 49" curved monitor -Comm. Center
07/17/2023	863204	Dell Computer	IT Resources	$ 878.86	OptiPlex 7010 SFF, i5, 16GB RAM, 1TB SSD
07/17/2023	863204	Dell Computer	IT Resources	$ 2,665.69	Precision 3660 Tower, detailed specs
07/17/2023	863204	Dell Computer	P.W. Admin	$ 1,208.59	OptiPlex 7010 i7, 16GB RAM, 1TB SSD tower only
07/17/2023	863204	Dell Computer	P.W. Admin	$ 1,627.08	OptiPlex 7010,, i7, 32GB RAM, 1TB SSD, 2-27" monitors
07/17/2023	863204	Dell Computer	P.W. Admin	$ 4,641.96	Qty. 4 Dell OptiPlex 7010 i7, 16GB RAM, 1TB SSD
07/17/2023	863204	Dell Computer	Public Safety	$ 1,443.54	Qty. 7 Docking Stations -Fire BC's
07/17/2023	863205	Dick Anderson Const	Stillwater Const	$ 969,289.20	Pay App. 3400-6
07/17/2023	863207	DOWL	Gas Tax	$ 6,944.32	WO 23-50 Gabel Road Hogan Slough Culvert Replacement; Payment 1
07/17/2023	863207	DOWL	Storm Sewer	$ 6,403.75	WO 23-42 BBWA Canal Unloaders Consultant Agreement; Payment 3
07/17/2023	863207	DOWL	Storm Sewer	$ 6,944.33	WO 23-50 Gabel Road Hogan Slough Culvert Replacement; Payment 1
07/17/2023	863207	DOWL	Water	$ 6,447.50	WO 22-44 Zone 1 Water Storage Improvements; Payment 11
07/17/2023	863208	Downtown Blgs BID	Downtown BID	$ 22,334.47	BID Assessment; Paid June Distributed July, 2023
07/17/2023	863212	Elizabeth Ann Christiaens	Public Safety	$ 4,200.00	Pre Employment evals
07/17/2023	863214	FCS	Storm Sewer	$ 2,849.38	WO 20-37 Stormwater Utility Development; Payment 33
07/17/2023	863216	Gerstner Adam Law	City Ins Fund	$ 8,000.00	Release and Settlement Agreement
07/17/2023	863217	Gillig Corporation	Transit	$ 465,000.00	Four (4) Heavy Duty Electric Transit Buses and Two (2) Chargers
07/17/2023	863223	Harris Systems	Building	$ 9,272.50	Building Permits FY24
07/17/2023	863223	Harris Systems	General	$ 9,272.50	Code Enforcement FY24
07/17/2023	863223	Harris Systems	General	$ 37,090.03	Financials FY24
07/17/2023	863223	Harris Systems	General	$ 9,272.50	Occupational Licenses FY24
07/17/2023	863223	Harris Systems	General	$ 9,272.50	Payroll FY24
07/17/2023	863223	Harris Systems	P.W. Admin	$ 37,090.03	CIS FY24
07/17/2023	863223	Harris Systems	Planning	$ 9,272.50	Planning & Zoning FY24
07/17/2023	863223	Harris Systems	Solid Waste	$ 1,220.56	Routeware Interface FY24
07/17/2023	863224	Hawkins	Water	$ 29,685.18	PW WTP Coagulant for process

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/17/2023	ACH	HDR	Solid Waste	$ 3,167.65	WO 23-16 Landfill Scale Addition, Professional Services Contract
07/17/2023	ACH	HDR	Wastewater	$ 315.71	W.O. 21-31: WRF Electrical Improvements
07/17/2023	ACH	HDR	Wastewater	$ 4,285.17	WO 19-21 WRF Influent Lift Station
07/17/2023	ACH	HDR	Water	$ 64,650.80	WO 19-12 West End Reservoir
07/17/2023	ACH	HDR	Water	$ 2,972.46	WO 23-12 Zone 4 Pump Station & Waterline Improvements
07/17/2023	ACH	HDR	Water	$ 1,618.72	WO 23-19 High Service Pump Station Piping Modifications
07/17/2023	863228	Iaff	Payroll Clearing	$ 5,663.08	Payroll Summary
07/17/2023	863229	ICOR Technology	PD Program	$ 64,516.01	ICOR Robot.
07/17/2023	863231	InfoSend	P.W. Admin	$ 14,215.43	services for 06/01/23 - 06/28/23
07/17/2023	863231	InfoSend	P.W. Admin	$ 3,755.83	services for 06/01/23 - 06/28/23
07/17/2023	863234	Interstate Power	Public Safety	$ 7,984.73	R007058837.01
07/17/2023	ACH	Joe Johnson Equipt	Street/Traffic	$ 9,000.00	P00984 - DIRT SHOE
07/17/2023	ACH	Joe Johnson Equipt	Street/Traffic	$ 2,500.00	P00984 - DRAG SHOE
07/17/2023	863239	Johnson Laffen Galloway	Stillwater Const	$ 24,868.35	21379-19
07/17/2023	ACH	Kois Brothers	Fleet	$ 73.46	129657
07/17/2023	ACH	Kois Brothers	Solid Waste	$ 116.92	129675
07/17/2023	ACH	Kois Brothers	Solid Waste	$ 1,385.16	129684
07/17/2023	ACH	Kois Brothers	Solid Waste	$ 3,023.40	129684
07/17/2023	ACH	Kois Brothers	Solid Waste	$ 557.40	129684
07/17/2023	ACH	Kois Brothers	Solid Waste	$ 166.06	129694
07/17/2023	ACH	Kois Brothers	Solid Waste	$ 355.62	129699
07/17/2023	ACH	Kois Brothers	Solid Waste	$ 1,212.10	129699
07/17/2023	ACH	Kois Brothers	Solid Waste	$ 233.13	129716
07/17/2023	ACH	Kois Brothers	Solid Waste	$ 423.78	129730
07/17/2023	ACH	Kois Brothers	Solid Waste	$ 667.69	129730
07/17/2023	ACH	Kois Brothers	Solid Waste	$ 717.47	129730
07/17/2023	ACH	Kois Brothers	Solid Waste	$ 318.87	129775
07/17/2023	ACH	Kois Brothers	Solid Waste	$ 236.53	129819
07/17/2023	ACH	Kois Brothers	Solid Waste	$ 233.77	129876 - PIN
07/17/2023	863248	L P Anderson Tire	Public Safety	$ 65.00	2027960
07/17/2023	863248	L P Anderson Tire	Public Safety	$ 65.00	2029162
07/17/2023	863248	L P Anderson Tire	Street/Traffic	$ 205.00	2029293
07/17/2023	863248	L P Anderson Tire	Street/Traffic	$ 108.00	2028754 - TIRE REPAIR
07/17/2023	863248	L P Anderson Tire	Street/Traffic	$ 83.00	2028755 - TIRE REPAIR

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/17/2023	863248	L P Anderson Tire	Transit	$ 1,560.00	2027832
07/17/2023	863248	L P Anderson Tire	Transit	$ 472.00	2027832. Flat Repair, Mount/Dismount
07/17/2023	863248	L P Anderson Tire	Water	$ 204.74	2029919
07/17/2023	863249	LeadsOnline	Public Safety	$ 11,258.00	LeadsOnline TotalTrack Investigation System Service Package
07/17/2023	863250	Less	Public Safety	$ 12,500.00	Secure Warrant Subscription 7/1/23-6/30/24
07/17/2023	863252	Madison Agency	Airport	$ 22,963.00	Amendment #1 Marketing & Selling Strategy/Social Media Management
07/17/2023	863252	Madison Agency	Transit	$ 5,727.00	Invoice #ADV063023COB-1. Sales Toolkit and Selling Strategy June 2023
07/17/2023	863253	Mail Tech Service	Central Services	$ 4,989.28	Postage for June, 2023
07/17/2023	863253	Mail Tech Service	General	$ 689.11	Postage for June, 2023
07/17/2023	863253	Mail Tech Service	Parking	$ 52.07	Postage for June, 2023
07/17/2023	863253	Mail Tech Service	Planning	$ 486.71	Postage for June, 2023
07/17/2023	863257	Mead & Hunt	Airport	$ 6,677.78	Amendment 1 to the Master Agreement
07/17/2023	863258	Meadow Grn Sales	Capital Replace	$ 31,625.00	walker mower MH24D, implement hitch, 60 rotary broom
07/17/2023	863268	MFPE	Payroll Clearing	$ 2,693.88	Payroll Summary
07/17/2023	863263	MJR Industries	Airport	$ 1,525.00	Job #06-20-23. West Bag Belt Service
07/17/2023	863263	MJR Industries	Airport	$ 1,525.00	Job #06-21-23. East Bag Belt Service
07/17/2023	863263	MJR Industries	Airport	$ 2,425.00	Job #61323ticket. Ticket Counter Bag Belts Service
07/17/2023	863272	Morgan Contractors	Airport	$ 120,644.82	Baggage Claim Restroom Remodel
07/17/2023	863273	Morrison Maierle	Airport	$ 941.29	Airport Terminal Boiler Replacement Project
07/17/2023	863273	Morrison Maierle	Airport	$ 5,740.89	Amendment #3 Baggage Claim Restroom Remodel Project
07/17/2023	863273	Morrison Maierle	Airport	$ 4,258.81	Amendment #8 PFC Application
07/17/2023	863274	MPPA	Payroll Clearing	$ 3,835.51	Payroll Summary
07/17/2023	863265	MT CSED	Payroll Clearing	$ 3,940.39	Payroll Summary
07/17/2023	863266	MT Dakota Utilities	General	$ 84.61	112 138 9381 8
07/17/2023	863266	MT Dakota Utilities	General	$ 25.24	703 760 1000 8
07/17/2023	863266	MT Dakota Utilities	General	$ 1,910.56	879 660 1000 8
07/17/2023	863266	MT Dakota Utilities	General	$ 27.25	902 360 1000 6
07/17/2023	863266	MT Dakota Utilities	Public Safety	$ 277.74	307 111 5825 0
07/17/2023	863266	MT Dakota Utilities	Public Safety	$ 22.41	357 004 5071 7
07/17/2023	863266	MT Dakota Utilities	Public Safety	$ 41.83	672 860 1000 3
07/17/2023	863266	MT Dakota Utilities	Public Safety	$ 184.52	819 360 1000 8
07/17/2023	863266	MT Dakota Utilities	Public Safety	$ 21.03	930 442 2308 4
07/17/2023	863266	MT Dakota Utilities	Public Safety	$ 21.73	958 650 1000 3
07/17/2023	863266	MT Dakota Utilities	Public Safety	$ 26.55	971 487 8549 2

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/17/2023	863266	MT Dakota Utilities	Wastewater	$ 67.45	017 739 3911 9
07/17/2023	863266	MT Dakota Utilities	Wastewater	$ 68.13	470 750 1000 0
07/17/2023	863266	MT Dakota Utilities	Wastewater	$ 23.09	559 250 1000 5
07/17/2023	863266	MT Dakota Utilities	Water	$ 21.78	162 660 1000 4
07/17/2023	863266	MT Dakota Utilities	Water	$ 21.73	825 150 1000 5
07/17/2023	863275	MT Dept Rev-CGR2	Stillwater Const	$ 9,790.80	City of Billings Law and Justice Center/City Hall Remodel Pay App 3400-6
07/17/2023	863275	MT Dept Rev-CGR3	Airport	$ 1,218.63	Baggage Claim Restroom Remodel
07/17/2023	863275	MT Dept Rev-CGR4	Water	$ 184.00	WO 23-43 Water Service Repairs
07/17/2023	863271	MT St Firemen	Payroll Clearing	$ 5,215.34	Payroll Summary
07/17/2023	ACH	NorMont Equipt	Street/Traffic	$ 2,570.00	emulsion for road patch machine
07/17/2023	ACH	NorMont Equipt	Street/Traffic	$ 829.00	flange bolt/pin rivet/corner bolt for sign installation
07/17/2023	ACH	NorMont Equipt	Street/Traffic	$ 2,269.50	telspar for signs
07/17/2023	863282	NorthWestern Energy	Airport	$ 15.10	0712534-7. Gate 16 Light. June 2023
07/17/2023	863282	NorthWestern Energy	Airport	$ 169.07	0712535-4. Employee Parking. June 2023
07/17/2023	863282	NorthWestern Energy	Airport	$ 25.44	0712791-3. Gate 16. June 2023
07/17/2023	863282	NorthWestern Energy	Airport	$ 22.21	0712795-4. Gate 17. June 2023
07/17/2023	863282	NorthWestern Energy	Airport	$ 22.83	0712797-0. Gate 9. June 2023
07/17/2023	863282	NorthWestern Energy	Airport	$ 6.15	0712805-1. IP-10. June 2023
07/17/2023	863282	NorthWestern Energy	Airport	$ 7.83	0712813-5. Burn Pit. June 2023
07/17/2023	863282	NorthWestern Energy	Airport	$ 22.21	0719759-3. Gate 12. June 2023
07/17/2023	863282	NorthWestern Energy	Airport	$ 79.33	0719760-1. Gate 14. June 2023
07/17/2023	863282	NorthWestern Energy	Airport	$ 25.74	0719761-9. Gate 15. June 2023
07/17/2023	863282	NorthWestern Energy	Airport	$ 22.07	0719762-7. Gate 13. June 2023
07/17/2023	863282	NorthWestern Energy	Airport	$ 21.91	0720296-3. Gate 29. June 2023
07/17/2023	863282	NorthWestern Energy	Airport	$ 21.80	2114868-9. Runway Weather System. June 2023
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,287.62	SILMD 10 Acct# 0712546-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 2,460.87	SILMD 100 Acct# 0712559-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 2,111.80	SILMD 107 Acct# 0712560-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 5,296.23	SILMD 109 Acct# 0712561-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 238.78	SILMD 113 Acct# 0712562-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,139.70	SILMD 114 Acct# 0712563-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 268.17	SILMD 115 Acct# 0712564-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 703.93	SILMD 116 Acct# 0712565-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 3,792.08	SILMD 117 Acct# 0712566-9

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 239.24	SILMD 118 Acct# 0712567-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 143.02	SILMD 119 Acct# 0712568-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 3,016.85	SILMD 121 Acct# 0712570-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 225.77	SILMD 122 Acct# 0712571-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 402.25	SILMD 123 Acct# 0712572-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,173.24	SILMD 124 Acct# 0712573-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 469.28	SILMD 125 Acct# 0712574-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 234.66	SILMD 126 Acct# 0712575-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 846.61	SILMD 127 Acct# 0712576-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 592.63	SILMD 128 Acct# 0712577-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 402.25	SILMD 129 Acct# 0712578-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 5,287.88	SILMD 13 Acct# 0721276-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 142.19	SILMD 130 Acct# 0712579-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,039.13	SILMD 131 Acct# 0712580-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 264.02	SILMD 133 Acct# 0712581-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 609.34	SILMD 134 Acct# 0712582-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 620.84	SILMD 135 Acct# 0712583-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 569.85	SILMD 136 Acct# 0712584-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 439.79	SILMD 137 Acct# 0712585-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 905.06	SILMD 138 Acct# 0712586-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 301.69	SILMD 139 Acct# 0712587-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 2,661.05	SILMD 14 Acct# 0721277-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 703.93	SILMD 143 Acct# 0712588-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 33.51	SILMD 144 Acct# 0712589-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 564.41	SILMD 145 Acct# 0712590-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 435.75	SILMD 146 Acct# 0712591-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 527.39	SILMD 147 Acct# 0712592-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,791.72	SILMD 149 Acct# 0712593-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 903.05	SILMD 150 Acct# 0712594-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 770.97	SILMD 151 Acct# 0712595-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 5,200.77	SILMD 152 Acct# 0712596-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 649.07	SILMD 153 Acct# 0712597-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,467.48	SILMD 154 Acct# 0712598-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 603.38	SILMD 155 Acct# 0712599-0

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,100.59	SILMD 157 Acct# 0712600-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 972.11	SILMD 158 Acct# 0712601-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,161.97	SILMD 159 Acct# 0712602-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 871.54	SILMD 160 Acct# 0712603-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,269.93	SILMD 161 Acct# 0712604-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 54.06	SILMD 162 Acct# 0712605-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 865.70	SILMD 163 Acct# 0712606-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 451.52	SILMD 164 Acct# 0712607-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,072.65	SILMD 165 Acct# 0712608-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 282.20	SILMD 167 Acct# 0712609-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,362.90	SILMD 17 Acct# 0712553-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 677.31	SILMD 171 Acct# 0712610-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 609.31	SILMD 172 Acct# 0712611-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,411.02	SILMD 173 Acct# 0712612-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,185.25	SILMD 174 Acct# 0712613-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 395.08	SILMD 175 Acct# 0712614-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 38.60	SILMD 176 Acct# 0712615-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 310.43	SILMD 178 Acct# 0712616-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 620.84	SILMD 179 Acct# 0712617-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 116.63	SILMD 18 Acct# 0712554-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 423.32	SILMD 180 Acct# 0712618-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 2,044.76	SILMD 181 Acct# 0712619-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 705.51	SILMD 182 Acct# 0712620-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,411.01	SILMD 183 Acct# 0712621-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 451.52	SILMD 184 Acct# 0712622-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 169.33	SILMD 185 Acct# 0712623-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 792.03	SILMD 186 Acct# 0712624-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 282.20	SILMD 187 Acct# 0712625-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 338.65	SILMD 188 Acct# 0712626-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 282.20	SILMD 189 Acct# 0712627-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,467.48	SILMD 190 Acct# 0712628-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 503.58	SILMD 191 Acct# 0712629-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 366.85	SILMD 192 Acct# 0712630-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 903.05	SILMD 193 Acct# 0712631-1

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 353.59	SILMD 194 Acct# 0712632-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 282.88	SILMD 195 Acct# 0712633-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 90.33	SILMD 196 Acct# 0712634-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 90.33	SILMD 197 Acct# 0712635-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 141.10	SILMD 198 Acct# 0712636-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 91.58	SILMD 200 Acct# 0712637-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 592.63	SILMD 201 Acct# 0712638-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 822.85	SILMD 202 Acct# 0712639-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 24.08	SILMD 203 Acct# 0712640-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 460.46	SILMD 204 Acct# 0712641-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 30.89	SILMD 205 Acct# 0712642-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 395.08	SILMD 206 Acct# 0712643-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 451.52	SILMD 207 Acct# 0712644-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 276.46	SILMD 208 Acct# 0712645-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 649.07	SILMD 209 Acct# 0712646-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 108.40	SILMD 210 Acct# 0712647-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 60.22	SILMD 211 Acct# 0712648-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 60.22	SILMD 212 Acct# 0712649-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 36.13	SILMD 213 Acct# 0712650-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 455.54	SILMD 214 Acct# 0712651-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 169.33	SILMD 216 Acct# 0712652-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 459.29	SILMD 217 Acct# 0712653-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 322.95	SILMD 220 Acct# 0712654-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 7.73	SILMD 221 Acct# 0712655-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 95.51	SILMD 222 Acct# 0712656-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 144.52	SILMD 223 Acct# 0712657-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,702.93	SILMD 224 Acct# 0712658-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 436.95	SILMD 225 Acct# 0712659-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 266.49	SILMD 226 Acct# 0712660-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 720.34	SILMD 227 Acct# 0712661-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 972.11	SILMD 228 Acct# 0712662-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 502.82	SILMD 229 Acct# 0712663-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,173.23	SILMD 230 Acct# 0712664-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 703.93	SILMD 231 Acct# 0712665-9

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 3,050.36	SILMD 232 Acct# 0712666-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,055.57	SILMD 233 Acct# 0712667-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 574.15	SILMD 234 Acct# 0712668-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 667.84	SILMD 235 Acct# 0712669-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 212.14	SILMD 236 Acct# 0712670-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 479.75	SILMD 237 Acct# 0712671-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 15.44	SILMD 238 Acct# 0712672-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 112.89	SILMD 239 Acct# 0712673-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 509.15	SILMD 240 Acct# 0712674-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 703.99	SILMD 241 Acct# 0712675-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 100.57	SILMD 242 Acct# 0712676-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 134.09	SILMD 244 Acct# 0712677-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 89.00	SILMD 245 Acct# 0712678-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 402.25	SILMD 246 Acct# 0712679-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,179.75	SILMD 247 Acct# 0712680-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 3,318.52	SILMD 249 Acct# 0718734-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 254.58	SILMD 250 Acct# 0719001-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 4,696.43	SILMD 251 Acct# 0718801-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 670.41	SILMD 252 Acct# 0719162-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 2,198.50	SILMD 253 Acct# 0719644-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 191.00	SILMD 254 Acct# 0719763-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 184.69	SILMD 255 Acct# 0720813-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,136.06	SILMD 257 Acct# 0720360-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 3,156.49	SILMD 258 Acct# 0720606-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,673.28	SILMD 259 Acct# 0720810-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 603.38	SILMD 261 Acct# 0720705-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 3,747.75	SILMD 262 Acct# 0720937-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,156.41	SILMD 263 Acct# 0720716-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 208.36	SILMD 264 Acct# 0721427-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 441.50	SILMD 265 Acct# 0721556-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 47.20	SILMD 266 Acct# 0721684-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 555.93	SILMD 270 Acct# 0906944-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,158.51	SILMD 271 Acct# 0995095-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 3,448.44	SILMD 272 Acct# 0905005-5

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 248.95	SILMD 273 Acct# 0926386-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 606.06	SILMD 276 Acct# 0961926-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,040.81	SILMD 277 Acct# 1058710-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 268.71	SILMD 278 Acct# 1087619-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 71.47	SILMD 279 Acct# 1124127-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 735.44	SILMD 280 Acct# 1045653-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 533.03	SILMD 283 Acct# 1172743-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 396.01	SILMD 285 Acct# 1206985-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 296.65	SILMD 286 Acct# 1296582-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 2,266.11	SILMD 288 Acct# 1303978-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 283.84	SILMD 289 Acct# 1685375-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 146.76	SILMD 290 Acct# 1433921-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 737.44	SILMD 292 Acct# 1481532-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 282.20	SILMD 293 Acct# 1481534-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 564.41	SILMD 294 Acct# 1481535-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 134.09	SILMD 295 Acct# 1481536-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,495.69	SILMD 296 Acct# 1481537-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 253.99	SILMD 297 Acct# 1481539-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 225.77	SILMD 298 Acct# 1481540-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 497.77	SILMD 300 Acct# 1662840-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 6,685.66	SILMD 301 Acct# 1687005-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 232.44	SILMD 302 Acct# 1607534-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 805.62	SILMD 305 Acct# 1695873-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 176.15	SILMD 306 Acct# 1740353-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 2,802.62	SILMD 307 Acct# 2049005-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 329.60	SILMD 308 Acct# 2072459-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 369.15	SILMD 309 Acct# 2001311-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 162.45	SILMD 310 Acct# 2060519-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 234.99	SILMD 311 Acct# 3014475-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 235.67	SILMD 312 Acct# 3146127-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 327.66	SILMD 315 Acct# 3305804-1
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,478.64	SILMD 316 Acct# 3291842-7
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 74.07	SILMD 317 Acct# 3253826-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 994.76	SILMD 318 Acct# 3372018-6

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 69.45	SILMD 320 Acct# 0712569-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 384.55	SILMD 321 Acct# 3338917-2
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 83.45	SILMD 322 Acct# 3402033-9
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 576.91	SILMD 323 Acct# 3597170-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 258.93	SILMD 324 Acct# 1246537-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 284.11	SILMD 325 Acct# 3587598-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 81.36	SILMD 326 Acct# 3840455-4
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 225.77	SILMD 327 Acct# 3810801-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 498.66	SILMD 328 Acct# 3894879-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 63.99	SILMD 329 Acct# 3939032-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 201.39	SILMD 330 Acct# 3951594-5
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 451.08	SILMD 8 Acct# 0712544-6
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 418.01	SILMD 9 Acct# 0712545-3
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 600.10	SILMD 95 Acct# 0712556-0
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 6,226.03	SILMD 97 Acct# 0712557-8
07/17/2023	863283	NorthWestern Energy	Light Maint	$ 1,305.79	SILMD 99 Acct# 0712558-6
07/17/2023	863283	NorthWestern Energy	Street/Traffic	$ 13,057.30	NWE Signal Bills 06.30.2023
07/17/2023	863282	NorthWestern Energy	Transit	$ 2,510.68	0100473-8. Monad Road. July 2023
07/17/2023	863282	NorthWestern Energy	Wastewater	$ 211.85	389 62nd St Lift Entrance..June 2023
07/17/2023	863282	NorthWestern Energy	Water	$ 557.68	5809 Canyonwoods Dr....June 2023
07/17/2023	863288	PayneWest Insurance	Airport	$ 7,595.00	Builders Risk Terminal Construction Project 6/30/23 - 9/28/23
07/17/2023	863288	PayneWest Insurance	Airport	$ 72,221.00	Business Airport General Liability 7/1/23 - 7/1/24
07/17/2023	863288	PayneWest Insurance	Airport	$ 14,892.00	Business D&O/EPLI 7/1/23 - 7/1/24
07/17/2023	863288	PayneWest Insurance	Property Ins	$ 945,312.00	Commercial Property Renewal
07/17/2023	863288	PayneWest Insurance	Property Ins	$ 5,534.00	Public EE Dishonest/Business Crime
07/17/2023	863288	PayneWest Insurance	Property Ins	$ 74,531.77	Cyber Liability Policy
07/17/2023	863292	Public Health Manage	Court Grants	$ 1,250.00	FY 24 Drug RANT
07/17/2023	863292	Public Health Manage	Court Grants	$ 1,250.00	FY 24 DUI Rant
07/17/2023	863302	Sanderson Stewart	Arterial Streets	$ 351.00	WO 23-10 48th St W/Grand Ave Intersection Improvements
07/17/2023	863302	Sanderson Stewart	Planning	$ 7,378.50	Safe Routes to School - Phase II
07/17/2023	863302	Sanderson Stewart	St Maint	$ 1,627.00	WO 23-03 Chip Seal Project. Rehberg Stri
07/17/2023	863303	Schl District No 2	CDBG	$ 164,825.00	CDBG Grant / SD2 Washington Elementary HVAC Project
07/17/2023	863304	Sherwin Williams	Street/Traffic	$ 11,560.00	graco linelazer 5900
07/17/2023	863304	Sherwin Williams	Street/Traffic	$ 556.98	nipple/hose/gun for unit 1371

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/17/2023	863314	Sunset Excavation	Water	$ 18,216.00	WO 23-43 Water Service Repairs; Payment 2
07/17/2023	863319	Terracon Consultants	St Maint	$ 8,352.50	WO 22-21 Brewington Drive Reconstruction - Materials Testing
07/17/2023	ACH	Town & Co Supply	Fleet	$ 5,426.32	436564
07/17/2023	ACH	Town & Co Supply	Fleet	$ 4,399.09	436564
07/17/2023	ACH	Town & Co Supply	Fleet	$ 9,993.39	436564
07/17/2023	520	Town & Co Supply	Fleet	$ 5,479.19	436564
07/17/2023	ACH	Town & Co Supply	General	$ 926.97	diesel fuel for cemetery - 436374
07/17/2023	ACH	Town & Co Supply	Public Safety	$ 2,317.43	436375, 436376, 436377, 36378 DIESEL
07/17/2023	ACH	Town & Co Supply	Public Safety	$ 692.79	436377 UNLEADED
07/17/2023	ACH	Town & Co Supply	Public Safety	$ 0.01	DECIMAL POINT CORRECTION
07/17/2023	ACH	Town & Co Supply	Solid Waste	$ 21,629.30	436928
07/17/2023	863327	Verizon Wireless	Engineering	$ 27.32	PW-Engineering
07/17/2023	863327	Verizon Wireless	Fleet	$ 106.60	Motor Pool
07/17/2023	863327	Verizon Wireless	General	$ 162.79	City Administrator 0100-13130-403450
07/17/2023	863327	Verizon Wireless	General	$ 40.01	Tina Hoeger Laptop
07/17/2023	863327	Verizon Wireless	General	$ 27.32	Victoria Hill -Laptop
07/17/2023	863327	Verizon Wireless	Park Dist 1	$ 72.70	PRPL-PARKS
07/17/2023	863327	Verizon Wireless	PD Program	$ 414.80	CCSIU Cell/PTT
07/17/2023	863327	Verizon Wireless	PD Program	$ 80.02	CCSIU RAVEN
07/17/2023	863327	Verizon Wireless	Phone System	$ 80.02	WRF Cradle Point
07/17/2023	863327	Verizon Wireless	Public Safety	$ 44.03	Fire MDT
07/17/2023	863327	Verizon Wireless	Public Safety	$ 209.80	Fire MDT
07/17/2023	863327	Verizon Wireless	Public Safety	$ 480.14	MDT Toughbooks
07/17/2023	863327	Verizon Wireless	Public Safety	$ 58.27	Police Bait Car
07/17/2023	863327	Verizon Wireless	Public Safety	$ 80.02	Police iPads
07/17/2023	863327	Verizon Wireless	Public Safety	$ 10.02	Police MiFi
07/17/2023	863327	Verizon Wireless	Solid Waste	$ -	PW Dozer Trimble Dozer
07/17/2023	863327	Verizon Wireless	Solid Waste	$ 109.28	PW-Solid Waste
07/17/2023	863327	Verizon Wireless	Solid Waste	$ 105.05	PW-SW-ON CALL Solid Waste On Call
07/17/2023	863327	Verizon Wireless	Solid Waste	$ 23.74	PW-SW-ON CALL Solid Waste On Call
07/17/2023	863327	Verizon Wireless	Solid Waste	$ 524.52	Solid Waste Tablets -Routware
07/17/2023	863327	Verizon Wireless	Street/Traffic	$ 174.67	PW-Streets iPad
07/17/2023	863327	Verizon Wireless	Street/Traffic	$ -	PW-Streets City Works
07/17/2023	863327	Verizon Wireless	Street/Traffic	$ 230.27	PW-STRT TRFC Streets

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/17/2023	863327	Verizon Wireless	Transit	$ 309.02	MET AVL
07/17/2023	863327	Verizon Wireless	Transit	$ 1,120.28	MET Max Transit
07/17/2023	863327	Verizon Wireless	Transit	$ 970.41	MET Max Transit
07/17/2023	863327	Verizon Wireless	Wastewater	$ 400.10	MET Tablets
07/17/2023	863327	Verizon Wireless	Water	$ 27.32	PWBLKNP Water Treatment
07/17/2023	863327	Verizon Wireless	Water	$ 94.67	PWBLNP Comm-Meter CityWorks/Neptune
07/17/2023	863327	Verizon Wireless	Water	$ 40.01	PWBLNP Comm-Meter CityWorks/Neptune
07/17/2023	863336	Ylwstn Co Weed Dist	Park Dist 1	$ 182.13	weed control at riverfront - 6825
07/17/2023	863336	Ylwstn Co Weed Dist	Park Dist 1	$ 75.01	weed control at riverfront - 6832
07/17/2023	863336	Ylwstn Co Weed Dist	Park Dist 1	$ 40.06	weed control at riverfront - 6833
07/17/2023	863336	Ylwstn Co Weed Dist	Park Dist 1	$ 91.75	weed control at riverfront - 6834
07/17/2023	863336	Ylwstn Co Weed Dist	Park Dist 1	$ 88.95	weed control at riverfront - 6835
07/17/2023	863336	Ylwstn Co Weed Dist	Park Dist 1	$ 251.36	weed control at riverfront - 6836
07/17/2023	863336	Ylwstn Co Weed Dist	Park Dist 1	$ 71.82	weed control at riverfront - 6837
07/17/2023	863336	Ylwstn Co Weed Dist	Park Dist 1	$ 72.13	weed control at riverfront - 6839
07/17/2023	863336	Ylwstn Co Weed Dist	Street/Traffic	$ 2,492.22	noxious weed control sprayed by county

City Council Regular

Date:	08/14/2023
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 two 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 City Council was scheduled to take action on all of these items at its July 10 meeting, but only acted on one element of the Annexation Map amendments and delayed the remaining items to discuss further at the July 31 Work Session and then bring back the items at a future Council Meeting. The amendment the Council acted positively on at its July 10 meeting was amending the Limits of Annexation Map to include the area long Central Avenue in the City Annexation Petition Area. The Council conducted a review and discussion at the Work Session on the Dover Ranch and Sweetgrass Meadows map amendment requests, and the Annexation Policy amendments regarding the new Zones. Based on the Work Session discussion, staff schedule formal action on these annexation map and policy items for this meeting.

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 presenting two 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). Staff has provided an attached document to this memo from the most current Functional Classification Map regarding the existing and proposed transportation corridors in the area of this property to visually show the Council these connection options. 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 1,100 housing units or

about 2,750 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. Staff has provided an attached document to this memo from the most current Functional Classification Map regarding the existing and proposed transportation corridors in the area of this property for added reference. 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.

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.

Staff reviewed the policy amendments with the City Council at the Work Session and walked through some proposed amendments from the Mayor and Council Member Neese that had been shared just before the July 10 Council Meeting. Staff is generally comfortable with the proposed policy edits from the Council, mainly stressing the need for conditions of annexation to be tied to mitigation of impacts from a proposed annexation and development to provide for some consistency and certainty for the development community and also for staff during the annexation process. Staff has attached the policy showing these changes to this memo again for reference by Council and included the edits in the attached resolution to amend the Policy.

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 for this meeting 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 public also was able to attend the Council Work Session on July 31 and provide comment on the proposed amendments. The general public also is able to participate in the process by providing

comments to the staff. Aside from the extensive discussions with the applicants for the map amendments and the discussions with the Council at the Work Session, staff has not received additional 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 significant 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.

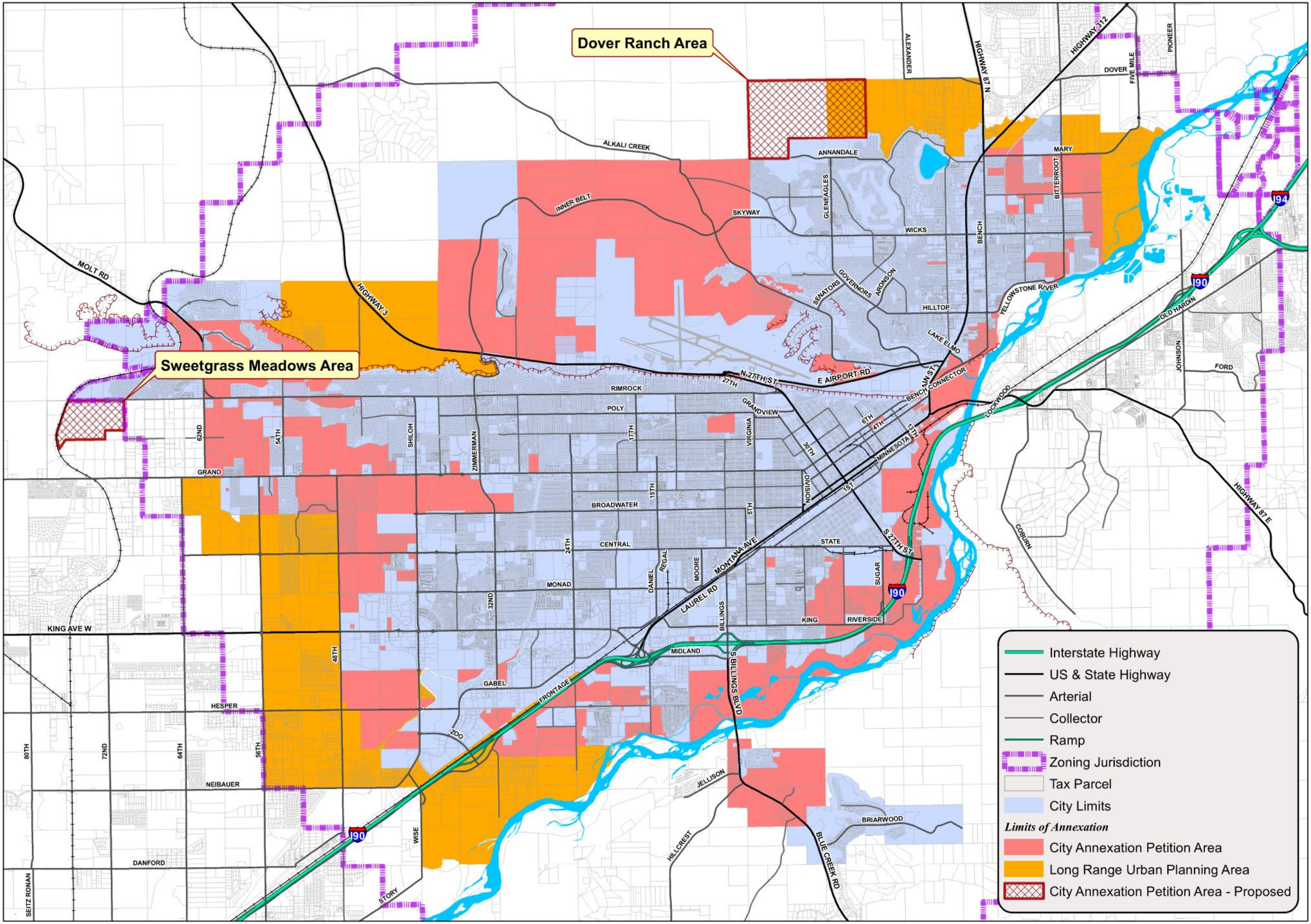
NOTE: The Annexation Committee anticipates the City's execution of a Cost of Service Study and Growth Policy update may ultimately affect how the City's Annexation Policy and Map are designed and used in the future. However, the Committee urges the Council to make these Map and Policy amendments now 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 2 Area Amendments
Road Functional Classification Map Clips
Resolution to Amend Limits of Annexation Map
Committee Proposed Policy Amendments Shown
Council Proposed Policy Amendments Shown
Resolution to Amend Annexation Policy and Map



Billings PLANNING & COMMUNITY SERVICES

Limits of Annexation Map

Revised August 14, 2023

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Map Document: \\pwu-w12k07\GIS_Files\Mapping_Projects\Projects\Planning\2016\RFI_0097_LimitsofAnnexation\RFI_0097_LimitsOfAnnexation_06162023 (DRAFT ONLY).mxd
Date: 7/18/2023

Dover Ranch Request

FUNCTIONAL CLASSIFICATION

MPO Planning Boundary

Proposed Functional Classification	Functional Classification
Proposed Freeway Controlled Access	Interstate
Proposed Principal Arterial	Principal Arterial
Proposed Minor Arterial	Minor Arterial
Proposed Collector	Collector
	Local Streets

Note: This functional classification map does not represent the federally approved system.

Sweetgrass Meadows Request

FUNCTIONAL CLASSIFICATION

MPO Planning Boundary

Proposed Functional Classification

- Proposed Freeway Controlled Access
- Proposed Principal Arterial
- Proposed Minor Arterial
- Proposed Collector

Functional Classification

- Interstate
- Principal Arterial
- Minor Arterial
- Collector
- Local Streets

Note: This functional classification map does not represent the federally approved system.

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 July 10, 2023; 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, August 14, 2023
Shown as Exhibit A Attached

APPROVED AND PASSED by the City Council of the City of Billings, this 14th day of August, 2023.

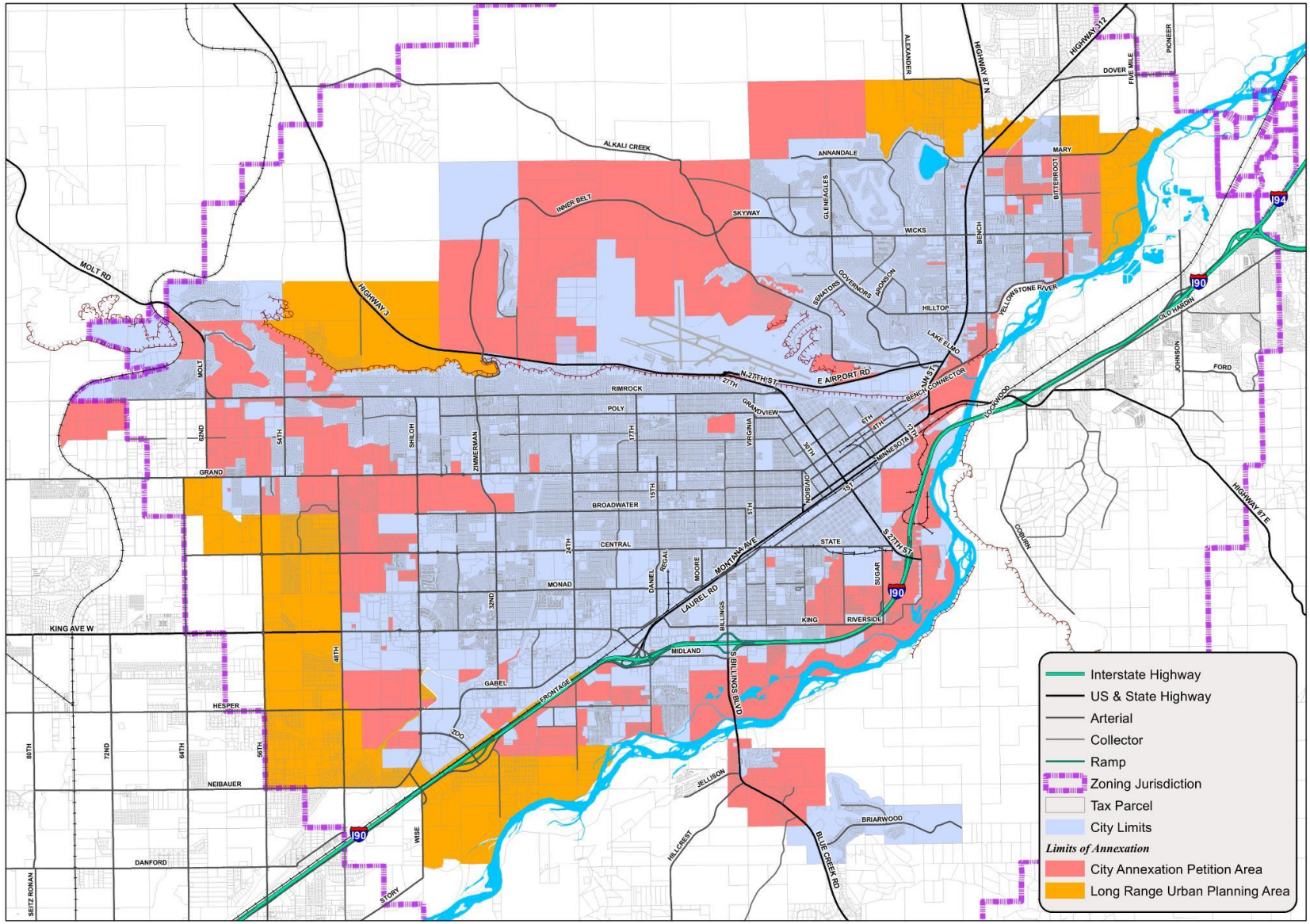
THE CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

Exhibit A


Interstate Highway
US & State Highway
Arterial
Collector
Ramp
Zoning Jurisdiction
Tax Parcel
City Limits
Limits of Annexation
City Annexation Petition Area
Long Range Urban Planning Area
Billings
PLANNING & COMMUNITY SERVICES
Limits of Annexation Map
Revised August 14, 2023
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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:

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. This policy is intended solely to provide guidance for the City and the public and shall not create any right or interest of any kind enforceable by any person applying for, contemplating applying for, or opposing any annexation.

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:

-(a) The area must be located within the Zone 1 or Zone 3 as defined herein;
-(b) The City must be able provide adequate city services at a cost acceptable to the City within a time period mutually agreed to by the property owners requesting annexation and the City;
-(c) Existing or proposed public improvements within the area to be annexed must meet City standards;
-(d) All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts;
-(e) All residential property owners within the area to be annexed must create or join an existing park maintenance district;

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-(f) Residential densities planned for development within the area to be annexed must meet an overall average minimum density of ~~at least 4-7~~ primary dwelling units per acre as per the current ~~2016~~ City of Billings Growth Policy or similar planning documents; and

-(g) 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 as 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, annex into the City 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 Zone 1~~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:

-1. Streets and transportation

-2. Traffic circulation and generation

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3. Storm sewers and storm water management
4. Wastewater service
5. Sanitation and solid waste management
6. Water service
7. Parks, recreation and public lands
8. Public safety (police, fire and other emergency services)
9. Public schools
10. Projected and estimated population
11. Soils, geology and topography
12. Effects of urbanization on the existing environment
13. Effects on agriculture
14. Existing and potential land use
15. Historic sites
16. Development timetables
17. Capital improvements
18. Methods of funding for public improvements
19. 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:

1. Distance from existing city services and response times;
2. Capacity and location of existing facilities and future upgrades or construction of new facilities;
3. Cost of city services;
4. Effect on existing residents; ~~and~~
5. Conformance with all adopted plans including the Capital Improvements Plan, the Growth Policy, applicable area plans, parks master plan, 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; and ~~.~~
6. Recommended or potential developer contributions to be made in kind or cash to help defray City costs, mitigate impacts, or otherwise provide compensation or financial assistance relating to the proposed annexation.

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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:

1. 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 adequately serve the property.
2. City water and sewer lines are directly adjacent to the property and are sized appropriately to serve development on the property
3. The property is directly adjacent to the City Limits
4. The City property adjacent already is developed and designed to connect via roads to the property
5. 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. Annexation Process~~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 relate to ~~impacts caused by~~ the development.~~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

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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

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 May 8, 2017, 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 its actions 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, August 14, 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 benefits to both the annexed territory and existing City properties. This policy is intended solely to provide guidance for the City and the public and shall not create any right or interest of any kind enforceable by any person applying for, contemplating applying for, or opposing any annexation.

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:

   (a) The area must be located within the Zone 1 or Zone 3 as defined herein;
   (b) The City must be able provide adequate city services at a cost acceptable to the City within a time period mutually agreed to by the property owners requesting annexation and the City;
   (c) Existing or proposed public improvements within the area to be annexed must meet City standards;
   (d) All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts;

(e) All residential property owners within the area to be annexed must create or join an existing park maintenance district;
(f) Residential densities planned for development within the area to be annexed must meet an overall average minimum density of primary dwelling units per acre as per the current City of Billings Growth Policy or similar planning documents; and
(g) 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 as 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, annex into the City due to environmental concerns, the inability to continue providing on-site services or desire for urban services or redevelopment. 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.

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6. Recommended or potential developer contributions to be made in kind or cash to help defray City costs, mitigate impacts, or otherwise provide compensation or financial assistance relating to the proposed annexation.

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APPROVED AND PASSED by the City Council of the City of Billings, this 14th day of August, 2023.

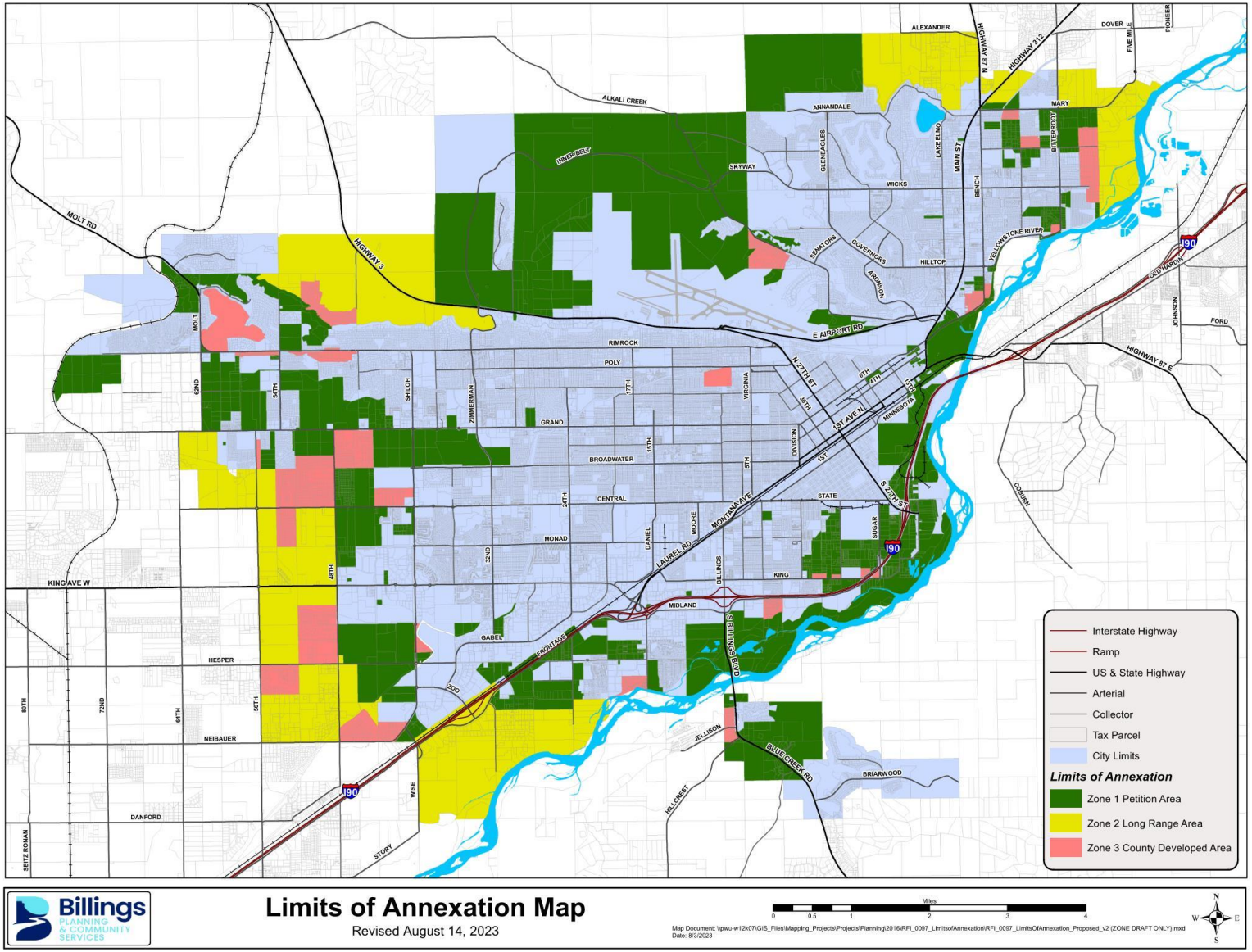
THE CITY OF BILLINGS:

BY:_____
William A. Cole MAYOR

ATTEST:

BY:_____
Denise Bohlman City Clerk

Exhibit A


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
Billings
PLANNING & COMMUNITY SERVICES
Limits of Annexation Map
Revised August 14, 2023
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