****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 28, 2023 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Owen

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

MINUTES:

- June 26, 2023
- July 24, 2023 - Pending
- August 14, 2023

COURTESIES:

PROCLAMATIONS: Drug Abuse and Violence Prevention Week - September 9-15

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 and 4 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. **Mayor Cole recommends that Council confirm the following appointments:**

1.

	Name	Board/Commission	Term	
			Begins	Ends
1	Brian Roush	Board of Adjustments*	08/28/23	12/31/25
2	No Applications	Community Development - Low Mod*	08/28/23	12/31/26
3	Kevin Holland	Citizen Police Advisory Board*	08/28/23	12/31/25
4	Jennifer Duray	County Water District of Billings Heights - Non Voting	09/04/23	09/04/27
5	Jeff Essmann	County Water District of Billings Heights - Voting	09/04/23	09/04/27
6	Erin Robbins	Energy & Conservation Commission	09/10/23	12/31/25
7	Glenn Foy	Energy & Conservation Commission	09/10/23	12/31/25
8	Jordan McNaught	Energy & Conservation Commission	09/10/23	12/31/25
9	Karen Stears	Energy & Conservation Commission	09/10/23	12/31/25
10	Neil Kiner	Energy & Conservation Commission	09/10/23	12/31/25
11	Randy Hafer	Energy & Conservation Commission	09/10/23	12/31/25
12	Tim Erickson	Energy & Conservation Commission	09/10/23	12/31/25

*1 Unexpired term of David Mitchell
*2 Unexpired term of April Veach
*3 Unexpired term of Sheri Herman

B. **Bid Award:**

1. **11 City Vehicles.** (Opened 8/1/23) Recommend Schedule 1 - Fremont Motors; Schedules 2, 3, 4 and 5 - Laurel Chevrolet.

C. **Change Order No. 1,** Access Control System Installation with Communication Resources for Billings Fire Stations 1-8.

D. **Change Order Nos. 2 and 3**, to BUILD Grant for Schedule 2: W.O. 21-38: Skyline Trail with Weave Construction

E. **Amendment No. 1,** with Sanderson Stewart for W.O. 23-09: 5th Avenue Corridor Contract.

F. **Contract** with Dick Anderson Construction, Inc. for General Contractor / Construction Manager (GC/CM) preconstruction services for W.O. 19-42: West End Water Treatment Plant Project.

G. **Purchase** of 2 Automated Side-Load Collection Trucks for the Solid Waste Division from SWS Equipment, LLC.

H. **Commercial Aviation Ground Lease** with Edwards Jet Center Montana, Inc.

I. **Downtown Revolving Loan** to Sturm & Drake Development, LLC.

J. **Cancellation** of Checks and Warrants.

K. **Final Minor Plat** of Elysian Subdivision. *Quasi-Judicial

L. **Final Minor Plat** of Miller Crossing Subdivision, 4th Filing. *Quasi-Judicial

M. **Bond Resolution** for Pooled Series 2023 Special Improvement Bonds.

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

1. July 24, 2023
2. July 31, 2023

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

REGULAR AGENDA:

2. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1033:** to allow an update to the Planned Development document for the St. Vincent's Healthcare Subdivision at the intersection of King Ave. West and Shiloh Road. Zoning Commission recommends approval and adoption of the 10 review criteria. *Quasi-Judicial

   - Presented by: Nicole Cromwell, Zoning Coordinator

   Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve First Reading Ordinance for Zone Change 1033 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

3. **PUBLIC HEARING** concerning land use contrary to zoning, concerning new County surface parking lot located at 2550 3rd Ave. N. **NO ACTION REQUIRED.**

   - **Presented by: Nicole Cromwell, Zoning Coordinator**

4. **RESOLUTION** approving and adopting parks, trails, and recreation project management.

   - Presented by: Gina Dahl, City Attorney

   Recommended Motion: I move to adopt a resolution approving parks, trails, and recreation project management.

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: 08/28/2023
Title: Boards & Commissions Appointments
Presented by: Chris Kukulski, City Administrator
Department: City Hall Administration
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Mayor Cole recommends that the City Council confirm the appointments to the following boards and commissions.

	Name	Board/Commission	Term	
			Begins	Ends
1	Brian Roush	Board of Adjustments*	08/28/23	12/31/25
2	No Applications	Community Development - Low Mod*	08/28/23	12/31/26
3	Kevin Holland	Citizen Police Advisory Board*	08/28/23	12/31/25
4	Jennifer Duray	County Water District of Billings Heights - Non Voting	09/04/23	09/04/27
5	Jeff Essmann	County Water District of Billings Heights - Voting	09/04/23	09/04/27
6	Erin Robbins	Energy & Conservation Commission	09/10/23	12/31/25
7	Glenn Foy	Energy & Conservation Commission	09/10/23	12/31/25
8	Jordan McNaught	Energy & Conservation Commission	09/10/23	12/31/25
9	Karen Stears	Energy & Conservation Commission	09/10/23	12/31/25
10	Neil Kiner	Energy & Conservation Commission	09/10/23	12/31/25
11	Randy Hafer	Energy & Conservation Commission	09/10/23	12/31/25
12	Tim Erickson	Energy & Conservation Commission	09/10/23	12/31/25

*1 Unexpired term of David Mitchell
*2 Unexpired term of April Veach
*3 Unexpired term of Sheri Herman

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

The Mayor is requesting that the City Council confirm appointments for Board and Commission positions that are vacant due to new positions, a term ending, a resignation or unfilled vacancy.

STAKEHOLDERS

N/A

ALTERNATIVES

Council may:

- Confirm the proposed appointments; or
- Not confirm the appointments.

FISCAL EFFECTS

The proposed action has no financial impact.

City Council Regular

Date:	08/28/2023
Title:	Award of bids for City Vehicles
Presented by:	Nick Westburg
Department:	City Hall Administration
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

The staff recommends awarding all bid schedules to the lowest bidder as follows: Bid schedule 1 to Fremont Motors in Cody Wyoming for the amount of $42,430. Bid schedule 2, 3, 4 and 5 to Laurel Chevrolet in Laurel Montana for the amount of $375,467.

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

11 City Vehicles in the car/light truck class are scheduled for replacement in the City's Equipment Replacement Program and were approved by the City Council during the FY23-24 budget process. Staff advertised for sealed bids for City Vehicles on July 21st and July 28th with the bid opening on August 1st.
The bids are for the following types of vehicles:
One 1/2 ton 4x4 regular cab long box pickup (Parks)
Two 15 passenger vans (Recreation)
Two small 4-door SUV's (Parking)
Three 3/4 ton 4x4 extended cab long box pickups (Animal Control)
Three four-door sedans (Police)

ALTERNATIVES

City Council may:

- Approve the purchase of vehicles from the low bidders or;
- Disapprove the purchases and reject all bids.

FISCAL EFFECTS

The City Departments' Fy24 budgets includes adequate funds to replace the vehicles described. The City received bids from four vendors on the vehicles. The total bid amount for the vehicles is $417,897.00 as outlined on the attached "Vehicle bid Results."

Attachments

Vehicle Bid Results
Vehicle Bid Results
Vehicle Bid Results
Vehicle Bid Results
Vehicle Bid Results
FY24 Vehicle Bids
Bid Spec

Laurel Chevrolet +10

CITY OF Billings

f) Such other information which may be secured having a bearing on the decision to award the contract.

C. Contract Requirements/Specifications, Pricing and Addendum

All unit bids shall be manufacturer's current production model with all features offered as standard whether or not called for in the specifications, except where this specification requires a substitution in lieu of the manufactures standard equipment.

I/We acknowledge _____
#

LAUREL CHEVROLET
Company Name

08/01/2023
Date

Ken Fichtner
Contact Name (please print)

General Manager
Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

CITY OF Billings

2024 Chevrolet 3/4 Ton HD2500 Double (Ext) Cab 4WD Picl

4. **Animal Control Division: Three (3) new current 2024 model ¾ ton 4 wheel drive extended cab long 8' box pickups**

Description	Minimum Requirements	Specification Bid
Engine	6.0 liter, 8 cylinder gasoline	6.6 liter gas
GVWR	9,900 LBS	10,000 lbs
Cab	Extended Cab	Double Cab-also known as Ext Cab
Chassis	Standard, rear wheel drive	Yes-Std
Drive Type	4 wheel drive	Yes-Std
Box length	8 foot fleet side	Yes-Std
Transmission	Heavy Duty, 6 speed automatic w/cooler	HD 10 Speed Allison
Brakes	Heavy duty 4 wheel ABS disk brakes	Yes-Std
Alternator	155 Amperes	170 Amps
Battery	Heavy Duty, 650 CCA	720 CCA
Cooling	Heavy Duty Radiator w/-40 Degree Anti-Freeze	Yes-Std
Differential	Limited Slip/Traction Control/Stability Control	Yes-Std
Fuel Tanks	30+ Gallon min w/skid plates	Yes-Std
Mirrors	Left and Right electronic adjusted	Yes-Std
Tires/Wheels	Five, 10-ply all terrain radials	Optional-included
Floor Covering	Heavy duty rubber floor covering w/mats	Yes-Std +Front Floor Liners
Shock Absorbers	Heavy Duty front and rear	Yes-Std
Mud Flaps	Heavy Duty front and rear	Optional-included
Color	To be selected by City	
Other features:	40/20/40 seat with fold down console Covered with heavy duty cloth Tinted windshield Electric power windows and locks	Yes-Std Yes-Std Yes-Std Yes-Std

CITY OF Billings

	Intermittent window wipers/washers	Yes-Std
	Air Conditioning	Yes-Std
	Standard AM-FM Radio	Yes-Std
	Tow package with hitch	Yes-Std
	Factory trailer brake controller	Optional-included
	USB Charge port	Yes-Std
	Direct read gauges for oil, water and alternator	Yes-Std
	Cold climate package/block heater	Optional-included
	4 up fitter switched located in instrument panel	Optional-included 5 switches
	Rear vision camera	Yes-Std

Please bid net prices at which you will agree to furnish required goods or services:

Three new current 2024 model ¾ ton 4 wheel drive extended cab long 8' box pickups

TOTAL BID PRICE (for three) One hundred forty eight thousand dollars (words) seven hundred seven and no/100 (words) cents ($ 148,707 (figures))

Laurel chevrolet +10

CITY OF Billings

f) Such other information which may be secured having a bearing on the decision to award the contract.

C. Contract Requirements/Specifications, Pricing and Addendum

All unit bids shall be manufacturer's current production model with all features offered as standard whether or not called for in the specifications, except where this specification requires a substitution in lieu of the manufactures standard equipment.

I/We acknowledge _____
#

LAUREL CHEVROLET
Company Name

08/01/2023
Date

Ken Fichtner
Contact Name (please print)

General Manager
Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

CITY OF Billings

2024 Chevrolet Equinox All Wheel Drive

3. **Parking Division: Two (2) new current 2024 models small All-Wheel Drive Four Door SUV's**

Description	Minimum Requirements	Specification Bid
Engine	1.4 liter, gasoline	1.5 liter gas
Curb Weight	3,000 LBS	3465 lbs
Cab	"4 door" SUV	Yes-Std
Chassis	Standard, all-wheel drive	Yes-Std
Drive Type	**ALL** wheel drive	Yes-Std
Body Length	160+ inches	183.1"
Transmission	6 speed automatic w/cooler	Yes-Std
Brakes	4 wheel ABS disk brakes	Yes-Std
Alternator	130 Amperes	Yes-Std
Battery	Heavy Duty, 650 CCA	700 CCA
Cooling	Radiator w/-40 Degree Anti-Freeze	Yes-Std
Differential	Limited Slip/Traction Control/Stability Control	Yes-Std
Fuel Tanks	20+ Gallon min w/skid plates	15.6 gallons
Mirrors	Left and Right electronic adjusted	Yes-Std
Tires/Wheels	All-season radials	Yes-Std
Floor Covering	Rubber floor covering w/mats	Carpeting with floor mats
Shock Absorbers	Front and rear	Yes-Std
Mud Flaps	Front and rear	Optional-included
Color	To be selected by City	
Other features:	60/40 split folding rear seats Covered with heavy duty cloth Tinted windshield Electric power windows and locks	Yes-Std Yes-Std Yes-Std Yes-Std

CITY OF Billings

	Intermittent window wipers/washers	Yes-Std
	Air Conditioning	Yes-Std
	Standard AM-FM Radio	Yes-Std
	USB Charge port	Yes-Std
	Direct read gauges for oil, water and alternator	Yes-Std
	Cold climate package/block heater	Optional-included
	Rear vision camera	Yes-Std

Please bid net prices at which you will agree to furnish required goods or services:

Two (2) new current 2024 models small All-Wheel Drive Four Door SUV's

TOTAL BID PRICE (for two) - Fifty five thousand nine hundred ten dollars
(words)

and no/100 cents ($ 55,910)
(words) (figures)

CITY OF Billings

f) Such other information which may be secured having a bearing on the decision to award the contract.

C. Contract Requirements/Specifications, Pricing and Addendum

All unit bids shall be manufacturer's current production model with all features offered as standard whether or not called for in the specifications, except where this specification requires a substitution in lieu of the manufactures standard equipment.

I/We acknowledge _____
#

Fremont Motor Corp — Company Name

July 31st 2023 — Date

Brent Silva — Contact Name (please print)

Fleet Manager — Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

Freemont Motors +1

CITY OF Billings

1. **Parks Department: One new current 2024 model ½ ton 4 wheel drive regular cab long box.**

Description	Minimum Requirements	Specification Bid
Engine	3.3 liter, gasoline	✓
GVWR	7,000 LBS	6,325 #
Cab	Regular cab	✓
Chassis	Standard, rear wheel drive	✓
Drive Type	4 wheel drive	✓
Box length	8 foot fleet side	✓
Transmission	Heavy Duty, 6 speed automatic w/cooler	✓
Brakes	Heavy duty 4 wheel ABS disk brakes	✓
Alternator	155 Amperes	✓
Battery	Heavy Duty, 650 CCA	✓
Cooling	Heavy Duty Radiator w/-40 Degree Anti-Freeze	✓
Differential	Limited Slip/Traction Control/Stability Control	✓
Fuel Tanks	20+Gallon min w/skid plates	✓
Mirrors	Left and Right electronic adjusted	✓
Tires/Wheels	Five, all terrain radials	✓
Floor Covering	Heavy duty rubber floor covering w/mats	Yes, Aftermarket
Shock Absorbers	Heavy Duty front and rear	✓
Mud Flaps	Heavy Duty front and rear	✓
Color	To be selected by City	White
Other features:	40/20/40 seat with fold down console	✓
	Covered with heavy duty cloth	✓
	Tinted windshield	✓
	Electric power windows and locks	✓

CITY OF
Billings

	Intermittent window wipers/washers	✓
	Air Conditioning	✓
	Standard AM-FM Radio	✓
	Tow package with hitch	✓
	Factory trailer brake controller	✓
	USB Charge port	✓
	Direct read gauges for oil, water and alternator	✓
	Cold climate package/block heater	✓
	4 up fitter switched located in instrument panel	N/A
	Rear vision camera	✓

Please bid net prices at which you will agree to furnish required goods or services:

One new current 2024 model ½ ton 4 wheel drive regular cab long box

TOTAL BID PRICE - Forty two thousand four hundred thirty dollars
(words)
and 00 cents ($ 42,430.00)
(words) (figures)

Laurel Chevrolet +10

CITY OF Billings

f) Such other information which may be secured having a bearing on the decision to award the contract.

C. Contract Requirements/Specifications, Pricing and Addendum

All unit bids shall be manufacturer's current production model with all features offered as standard whether or not called for in the specifications, except where this specification requires a substitution in lieu of the manufactures standard equipment.

I/We acknowledge _____
#

LAUREL CHEVROLET
Company Name

08/01/2023
Date

Ken Fichtner
Contact Name (please print)

General Manager
Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

CITY OF Billings

2024 Chevrolet Malibu Front Wheel Drive 4 Door

5. **Police Department: Three new current 2024 model "4" four door sedans**

Description	Minimum Requirements	Specification Bid
Engine	1.5 liter, 4 cylinder gasoline	1.5 liter gas
GVWR	2200 LBS	not rated
Cab	"4 door" Mid-size Sedan	Yes-Std
Chassis	Standard, front wheel drive	Yes-Std
Drive Type	Front wheel drive	Yes-Std
Transmission	Automatic w/cooler	Yes-Std
Brakes	4 wheel ABS disk brakes	Yes-Std
Alternator	Heavy Duty	Yes-Std
Battery	Heavy Duty	Yes-Std
Cooling	Radiator w/-40 Degree Anti-Freeze	Yes-Std
Differential	Traction Control/Stability Control	Yes-STd
Fuel Tanks	20+Gallon min	15.8 gallons
Mirrors	Left and Right electronic adjusted	Yes-Std
Tires/Wheels	Five, 4-ply all terrain radials	4 All Season Radials Compact Spare
Floor Covering	Rubber floor covering w/mats	Carpeting with floor mats
Shock Absorbers	Heavy Duty front and rear	McPherson Struts-Front 4 Link with Coil Springs-Rear
Mud Flaps	Heavy Duty front and rear	Optional-included
Color	To be selected by City	
Other features:	Bucket seats with fold down console	Buckets with fixed console
	Covered with heavy duty cloth	Yes-Std
	Tinted windshield	Yes-Std
	Electric power windows and locks	Yes-Std
	Intermittent window wipers/washers	Yes-Std

	Air Conditioning	Yes-Std
	Standard AM-FM Radio	Yes-Std
	USB Charge port	Yes-Std
	Direct read gauges for oil, water and alternator	Yes-Std
	Cold climate package/block heater	Optional-included
	Rear vision camera	Yes-Std

Please bid net prices at which you will agree to furnish required goods or services:

Three new current 2024 model "4" four door sedans

TOTAL BID PRICE (for three) - Seventy six thousand two hundred (words) dollars and twelve (words) cents ($ 76,212 (figures))

Laurel Chevrolet +10

CITY OF Billings

f) Such other information which may be secured having a bearing on the decision to award the contract.

C. Contract Requirements/Specifications, Pricing and Addendum

All unit bids shall be manufacturer's current production model with all features offered as standard whether or not called for in the specifications, except where this specification requires a substitution in lieu of the manufactures standard equipment.

I/We acknowledge _____
#

LAUREL CHEVROLET
Company Name

08/01/2023
Date

Ken Fichtner
Contact Name (please print)

General Manager
Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

CITY OF Billings

2024 Express 1 Ton HD3500 Extended Passenger Va

2. Recreation Department: Two (2) new current 2024 model 15 passenger vans

Description	Minimum Requirements	Specification Bid
Engine	3.5 liter, 6 cylinder gasoline	4.3 liter gas
GVWR	8,600 LBS	9600 lbs
Cab	15 Passenger Van	Optional-included
Chassis	Standard, rear or front wheel drive	Rear wheel drive
Drive Type	Rear wheel drive	Yes-Std
Transmission	Heavy Duty, 6 speed automatic w/cooler	8 Speed Auto
Brakes	Heavy duty 4 wheel ABS disk brakes	Yes-Std
Alternator	250 Amperes	220 amp
Battery	Heavy Duty, 650 CCA	770 CCA
Cooling	Heavy Duty Radiator w/-40 Degree Anti-Freeze	Yes-Std
Differential	Limited Slip/Traction Control/Stability Control	Optional-included
Fuel Tanks	30+Gallon min w/skid plates	31 gallon std
Mirrors	Left and Right electronic adjusted	Yes-Std
Tires/Wheels	All season radials	Yes-Std
Floor Covering	Heavy duty rubber floor covering w/mats	Yes-Std +front floor liners
Shock Absorbers	Heavy Duty front and rear	Yes-Std
Mud Flaps	Heavy Duty front and rear	Optional-included
Color	To be selected by City	
Other features:	2 way manual drivers and passengers' seats	Yes-Std
	Vinyl bench seat configuration for **15** passengers	Yes-Std
	Tinted windshield	Yes-Std
	Electric power windows and locks	Yes-Std
	Intermittent window wipers/washers	Yes-Std

	Air Conditioning	Yes-Std
	Standard AM-FM Radio	Yes-Std
	USB Charge port	Yes-Std
	Direct read gauges for oil, water and alternator	Yes-Std
	Cold climate package/block heater	Optional-included
	Rear vision camera	Yes-std

Please bid net prices at which you will agree to furnish required goods or services:

Two (2) new current 2024 model 15 passenger vans

TOTAL BID PRICE (for two) -Ninety four thousand six hundred (words) thirty eight dollars and no/100 (words) cents ($ 94,638 (figures))

Schedule	Description	Department	Lithia Ram	Fremont Motors
1	Parks 1/2 ton 4x4 regular cab	Parks	No Bid	$42,430.00 Total
2	15 passenger vans	Recreation	No Bid	No Bid
3	Small SUV's	Parking	No Bid	No Bid
4	3/4 ton ex-cab long box 4x4	Animal Control	No Bid	No Bid
5	Detective 4 door Sedans	Police	No Bid	$109,932.00 Total
		Low bids in red		

Awarded		0	1
Totals:		0	$42,430.00

Bison Ford	Billion Auto	Laurel Chevy
$45,690.00 Total	$44,485.00 Total	$43,104.00 Total
No Bid	$159,998.00 Total	$94,638.00 Total
$63,330.00 Total	$61,900.00 Total	$55,910.00 Total
$162,015.00 Total	$151,650.00 Total	$148,707.00 Total
$90,495.00 Total	$104,572.00 Total	$76,212.00 Total

0	0	10	
0	0	$375,467	Gran total $417,897.00

INVITATION FOR BID (IFB)

Name of Good or Service Requested:

City Vehicles

Contents:

A. Summary of Invitation for Bid
B. Instructions to Bidders
C. Contract Requirements/Specifications, Pricing and Addendum
D. Standard Terms and Conditions
E. Intent to Respond Form
F. Questions

Attachment A – Master Q & A Form

A. Summary of Invitation for Bid

This bid is for the purpose of entering into a contract for **City Vehicles** for the City of Billings. The successful bidder agrees to provide the City of Billings with an acceptable quality of equipment/service, performance and workmanship as determined by the City of Billings.

It is the purpose of this bid to obtain the best quality of equipment/service at the most favorable price to the City of Billings. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract documents.

The lowest bid need not be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided poor goods.

B. Instructions to Bidders

Sealed bids entitled **City Vehicles** for the City of Billings Services Department, Billings, Montana, will be received by the City Clerk up until 2:00 PM (MST) on Tuesday August 1, 2023.

All bids may be submitted to the Billings City Clerk, via email at bids@billingsmt.gov or via mail or delivery at 210 N. 27th Street, Billings, MT 59101 (P. O. Box 1178, Billings, MT 59103). Bids will be publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. Bid tabulations will be posted for public viewing after the bids have been opened.

More specific additional information regarding this invitation for bids may be obtained by contacting Nick Westburg, Fleet Manager via telephone at 406-657-8229, or via email at westburgn@billingsmt.gov.

No bids may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 PM (MST) on Tuesday, August 1, 2023.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept that bid which is in the best interests of the City of Billings, Montana.

The City of Billings is an Equal Opportunity Employer. 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.

EXAMINATION OF DOCUMENTS

Before submitting a bid, the bidder shall:

a. Carefully examine the Standards and Specifications as well as all other attached documents;
b. Fully inform themselves of the existing conditions and limitations;
c. Include with the bid sufficient information to cover all items required in the specifications.

BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are submitted to the office of the City Clerk before 2:00 PM (MST) on Tuesday, August 1, 2023.

BID MODIFICATIONS

Bids shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this Invitation for Bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected.

INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify Nick Westburg, Fleet Manager at 406-657-8229, by e-mail at westburgn@billingsmt.gov, who will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become a portion and part of the contract/agreement upon award. Questions received less than ninety-six (96) hours before the bid opening cannot be answered.

WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.

BID PRICE VALID

Bidder acknowledges that no contractual relationship with the Proposer exists until execution of the resulting contract following City Administration or City Council approval. Because contract approval can be delayed due to scheduling or unforeseen circumstances, the Bidder must honor their pricing and any other terms set forth in the proposal for at least ninety (90) days after the bid due date.

The prices established from this bid may be extended to other political subdivisions within the State of Montana solely at the vendor's discretion.

CERTIFICATION

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

Any manufacturer's trade names, if used in specifications, are for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition.

EVIDENCE OF QUALIFICATION

Upon request of the City of Billings, a bidder whose bid is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and equipment as well as service provisions bidder has available or will make available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

a) The ability, capacity and skill of the bidder to perform the contract or provide the service required.

b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

c) Whether the bidder can perform the contract within time specified.

d) The quality of performance of previous contracts, agreements and/or performance.

e) Previous and/or existing compliance by the bidder with laws relating to the contract or services.

f) Such other information which may be secured having a bearing on the decision to award the contract.

C. Contract Requirements/Specifications, Pricing and Addendum

All unit bids shall be manufacturer's current production model with all features offered as standard whether or not called for in the specifications, except where this specification requires a substitution in lieu of the manufactures standard equipment.

I/We acknowledge _____
#

_____ _____
Company Name Date

_____ _____
Contact Name (please print) Title

_____
Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

1. **<u>Parks Department</u>: One new current 2024 model ½ ton 4 wheel drive regular cab long box.**

<u>Description</u>	**<u>Minimum Requirements</u>**	**<u>Specification Bid</u>**
Engine	3.3 liter, gasoline	
GVWR	7,000 LBS	
Cab	Regular cab	
Chassis	Standard, rear wheel drive	
Drive Type	4 wheel drive	
Box length	8 foot fleet side	
Transmission	Heavy Duty, 6 speed automatic w/cooler	
Brakes	Heavy duty 4 wheel ABS disk brakes	
Alternator	155 Amperes	
Battery	Heavy Duty, 650 CCA	
Cooling	Heavy Duty Radiator w/-40 Degree Anti-Freeze	
Differential	Limited Slip/Traction Control/Stability Control	
Fuel Tanks	20+Gallon min w/skid plates	
Mirrors	Left and Right electronic adjusted	
Tires/Wheels	Five, all terrain radials	
Floor Covering	Heavy duty rubber floor covering w/mats	
Shock Absorbers	Heavy Duty front and rear	
Mud Flaps	Heavy Duty front and rear	
Color	To be selected by City	
Other features:	40/20/40 seat with fold down console Covered with heavy duty cloth Tinted windshield Electric power windows and locks	

	Intermittent window wipers/washers Air Conditioning Standard AM-FM Radio Tow package with hitch Factory trailer brake controller USB Charge port Direct read gauges for oil, water and alternator Cold climate package/block heater 4 up fitter switched located in instrument panel Rear vision camera	

Please bid net prices at which you will agree to furnish required goods or services:

One new current 2024 model ½ ton 4 wheel drive regular cab long box

TOTAL BID PRICE - _____ dollars
(words)

and _____ cents ($_____)
(words) (figures)

2. Recreation Department: Two (2) new current 2024 model 15 passenger vans

Description	Minimum Requirements	Specification Bid
Engine	3.5 liter, 6 cylinder gasoline	
GVWR	8,600 LBS	
Cab	15 Passenger Van	
Chassis	Standard, rear or front wheel drive	
Drive Type	Rear wheel drive	
Transmission	Heavy Duty, 6 speed automatic w/cooler	
Brakes	Heavy duty 4 wheel ABS disk brakes	
Alternator	250 Amperes	
Battery	Heavy Duty, 650 CCA	
Cooling	Heavy Duty Radiator w/-40 Degree Anti-Freeze	
Differential	Limited Slip/Traction Control/Stability Control	
Fuel Tanks	30+Gallon min w/skid plates	
Mirrors	Left and Right electronic adjusted	
Tires/Wheels	All season radials	
Floor Covering	Heavy duty rubber floor covering w/mats	
Shock Absorbers	Heavy Duty front and rear	
Mud Flaps	Heavy Duty front and rear	
Color	To be selected by City	
Other features:	2 way manual drivers and passengers' seats Vinyl bench seat configuration for **15** passengers Tinted windshield Electric power windows and locks Intermittent window wipers/washers	

	Air Conditioning Standard AM-FM Radio USB Charge port Direct read gauges for oil, water and alternator Cold climate package/block heater Rear vision camera	

Please bid net prices at which you will agree to furnish required goods or services:

Two (2) new current 2024 model 15 passenger vans

TOTAL BID PRICE (for two) - _____ dollars
(words)
and _____ cents ($_____)
(words) (figures)

3. **<u>Parking Division</u>: Two (2) new current 2024 models small All-Wheel Drive Four Door SUV's**

<u>Description</u>	**<u>Minimum Requirements</u>**	**<u>Specification Bid</u>**
Engine	1.4 liter, gasoline	
Curb Weight	3,000 LBS	
Cab	"4 door" SUV	
Chassis	Standard, all-wheel drive	
Drive Type	**ALL** wheel drive	
Body Length	160+ inches	
Transmission	6 speed automatic w/cooler	
Brakes	4 wheel ABS disk brakes	
Alternator	130 Amperes	
Battery	Heavy Duty, 650 CCA	
Cooling	Radiator w/-40 Degree Anti-Freeze	
Differential	Limited Slip/Traction Control/Stability Control	
Fuel Tanks	20+ Gallon min w/skid plates	
Mirrors	Left and Right electronic adjusted	
Tires/Wheels	All-season radials	
Floor Covering	Rubber floor covering w/mats	
Shock Absorbers	Front and rear	
Mud Flaps	Front and rear	
Color	To be selected by City	
Other features:	60/40 split folding rear seats Covered with heavy duty cloth Tinted windshield Electric power windows and locks	

	Intermittent window wipers/washers Air Conditioning Standard AM-FM Radio USB Charge port Direct read gauges for oil, water and alternator Cold climate package/block heater Rear vision camera	

Please bid net prices at which you will agree to furnish required goods or services:

Two (2) new current 2024 models small All-Wheel Drive Four Door SUV's

TOTAL BID PRICE (for two) - _____ dollars
(words)
and _____ cents ($_____)
(words) (figures)

4. **<u>Animal Control Division</u>: Three (3) new current 2024 model ¾ ton 4 wheel drive extended cab long 8' box pickups**

Description	**Minimum Requirements**	**Specification Bid**
Engine	6.0 liter, 8 cylinder gasoline	
GVWR	9,900 LBS	
Cab	Extended Cab	
Chassis	Standard, rear wheel drive	
Drive Type	4 wheel drive	
Box length	8 foot fleet side	
Transmission	Heavy Duty, 6 speed automatic w/cooler	
Brakes	Heavy duty 4 wheel ABS disk brakes	
Alternator	155 Amperes	
Battery	Heavy Duty, 650 CCA	
Cooling	Heavy Duty Radiator w/-40 Degree Anti-Freeze	
Differential	Limited Slip/Traction Control/Stability Control	
Fuel Tanks	30+ Gallon min w/skid plates	
Mirrors	Left and Right electronic adjusted	
Tires/Wheels	Five, 10-ply all terrain radials	
Floor Covering	Heavy duty rubber floor covering w/mats	
Shock Absorbers	Heavy Duty front and rear	
Mud Flaps	Heavy Duty front and rear	
Color	To be selected by City	
Other features:	40/20/40 seat with fold down console Covered with heavy duty cloth Tinted windshield Electric power windows and locks	

	Intermittent window wipers/washers Air Conditioning Standard AM-FM Radio Tow package with hitch Factory trailer brake controller USB Charge port Direct read gauges for oil, water and alternator Cold climate package/block heater 4 up fitter switched located in instrument panel Rear vision camera	

Please bid net prices at which you will agree to furnish required goods or services:

Three new current 2024 model ¾ ton 4 wheel drive extended cab long 8' box pickups

TOTAL BID PRICE (for three) - _____ dollars
(words)
and _____ cents ($_____)
(words) (figures)

5. **<u>Police Department</u>: Three new current 2024 model "4" four door sedans**

<u>Description</u>	**<u>Minimum Requirements</u>**	**<u>Specification Bid</u>**
Engine	1.5 liter, 4 cylinder gasoline	
GVWR	2200 LBS	
Cab	"4 door" Mid-size Sedan	
Chassis	Standard, front wheel drive	
Drive Type	Front wheel drive	
Transmission	Automatic w/cooler	
Brakes	4 wheel ABS disk brakes	
Alternator	Heavy Duty	
Battery	Heavy Duty	
Cooling	Radiator w/-40 Degree Anti-Freeze	
Differential	Traction Control/Stability Control	
Fuel Tanks	20+Gallon min	
Mirrors	Left and Right electronic adjusted	
Tires/Wheels	Five, 4-ply all terrain radials	
Floor Covering	Rubber floor covering w/mats	
Shock Absorbers	Heavy Duty front and rear	
Mud Flaps	Heavy Duty front and rear	
Color	To be selected by City	
Other features:	Bucket seats with fold down console Covered with heavy duty cloth Tinted windshield Electric power windows and locks Intermittent window wipers/washers	

	Air Conditioning Standard AM-FM Radio USB Charge port Direct read gauges for oil, water and alternator Cold climate package/block heater Rear vision camera	

Please bid net prices at which you will agree to furnish required goods or services:

Three new current 2024 model "4" four door sedans

TOTAL BID PRICE (for three) - _____ dollars
(words)
and _____ cents ($_____)
(words) (figures)

D. Standard Terms and Conditions

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Billings. Any bidder may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications, herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment of payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 30 days written notice to the contractor. (This provision does not apply to

the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

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.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

All materials submitted in response to this IFB become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this IFB will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each bid submitted shall be retained for the official files of the Department and will become public record after award of the Contract.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.

E. Intent to Respond Form

Email the following Intent to respond form to Nick Westburg within four (4) days of the Bid Opening date of August 1, 2023, even if your company chooses NOT to participate.

To: City of Billings – Fleet Services Department
Attn: Nick Westburg, Fleet Manager
Phone: 406-657-8229
Email: westburgn@billingsmt.gov

From: _____ Contact Name

_____ Company Name

_____ Company Address

_____

_____ Email Address

_____ Phone Number

_____ Fax Number

Please indicate whether or not you intend to submit a bid on: **City Vehicles** by checking Yes or No.

We intend to respond by the specified due date:

Yes _____ No _____

_____ _____
Company Name Date

_____ _____
Contact Name (please print) Title

_____
Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

F. Questions

Questions regarding this Invitation for Bids must be sent to the contact person listed in Section B no later than 5 business days prior to due date. The City will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original IFB, the reply will be made in the form of an addendum to the IFB, a copy of which will be posted on the City's website and forwarded to all Suppliers who have submitted an "Intent to Respond" form (Section E).

Supplier must submit their questions via email using the "Master Q & A" form found below (Attachment A), and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable IFB section(s).

G. Protests

Any Bidder protest of award recommendations and/or bid specifications must be filed with the Purchasing Agent within seven (7) days of bid opening.

Upon receiving a written protest, the Purchasing Agent, with assistance from the Legal Department, determines if the protest has sufficient merit and if so, schedules an informal hearing with the protesting bidder and the user Department.

At this hearing, all parties discuss the basis of the protest and attempt to resolve the dispute based on fact. If the protesting party is not in agreement with the results of the informal hearing, they may appeal to the City Administrator.

ATTACHMENT A

MASTER Q & A FORM

IFB: CITY VEHICLES

Master Q&A	Any questions regarding this IFB should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.
Q&A Process	1. Prepare questions or concerns on the template provided. 2. Complete the table in full, providing a date for each question and a section of the IFB to reference (if applicable). 3. Submit the completed form via email to westburgn@billingsmt.gov. Attach associated documents as necessary. Please contact Nick Westburg with any questions regarding this process.

Questions from: _____ Company: _____

Email Address: _____

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				

City Council Regular

Date:	08/28/2023
Title:	Billings Fire Department Access Control System - Change Order No. 1
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 a Change Order for Access Control system installation to Communication Resources. Original prime contract was $107,914.00 and change order #1 is a net increase of $39,591.00.

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

On 6/12/2023 City Council approved and awarded a contract to Communication Resources to install Verkada access control system at Billings Fire Stations 1-8. After further discussion with Fire Department Administration the decision was made to include the 911 Call Center in this scope of work for continuity and increased efficiency in operations. Scope includes removal of existing S2 system and installation of Verkada system at nine doors at the 911 Call Center. Additionally, in the future Verkada cameras will be installed, and this change order is to include running of low voltage cable to ceiling locations where cameras will be installed at Fire Stations 1-8.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

Change Order #1 is a net increase of $39,591.00 and will be funded by Fire Department Operations and Maintenance account.

Attachments

Communication Resources CO#1

CHANGE ORDER FORM

No. 001

PROJECT: **Fire Department Access Control System**
CONTRACT DATE: **06/15/2023**
CO DATE OF ISSUANCE: **08/14/2023**

OWNER:	City of Billings PO Box 1178 Billings, MT 59013	**CONTRACTOR:**	Communication Resources, LLC
OWNERS REP:	JOHN CATERINO	**CONTRACT FOR:**	Billings Fire Department Access Control System

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

Description: Additive change order to original prime contractor for purchasing, installing, commissioning an Access Control System at Fire Station #1- #8.

Purpose of Change Order: Increase scope of work to include the following:

Providing and installing twenty-six (26) Cat6 cable runs for future cameras, jacks, nine (9) eight port vertical patch panels, conduit, and J-hooks.

Providing and installing one (1) AC64 door controller, nine (9) HID card readers, nine (9) 1-year door licenses, nine (9) strikes, one (1) backup battery and composite cable for the 911 call center.

Attachments: Project Revision #1 pricing from Communication Resources, LLC, dated 8/2/23, signed by Karl Moritz.

CHANGE IN CONTRACT PRICE:

Original Contract Price

$ 107,914.00

Previous Change Orders No._____

$ ----------

Contract Price prior to this Change Order

$ 107,914.00

Net Increase (decrease) of this Change

$ 39,591.00

Contract Price with approved Change Order

$ 147,505

CHANGE IN CONTRACT TIME:

Original Contract Time

December 1, 2023
days or date

Net Change from previous Change Orders

----
days or date

Contract Time prior to this Change Order

December 1, 2023
days or date

Net Increase (decrease) of this Change

----
days

Contract Time with approved Change Order

December 1, 2023
days or date

APPROVED:
CITY OF BILLINGS, MONTANA

By _____
Owner Signature

Name _____

Title _____

Date _____

APPROVED:
COMMUNICATION RESOURCES, LLC

By _____
Contractor Signature

Name _____

Title _____

Date _____

City Council Regular

Date:	08/28/2023
Title:	Change Order No. 2 and 3, to BUILD Grant for Schedule 2: W.O. 21-38: Skyline Trail with Weave Construction
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council approve Change Order No. 2 and 3 for W.O. 21-38: Skyline Trail to Weave Construction in the amount of $616,596.75.

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

The City was awarded a FY20 BUILD (Better Utilizing Investments to Leverage Development) Grant from the US Department of Transportation to complete the Inner Belt Loop (Northwest Billings Connector) and Skyline Trail (Marathon Trail). The construction project consists of two schedules. Schedule I : W.O. 09-12 Inner Belt Loop (Northwest Billings Connector) will construct 5 miles of new road and multi-use trail connecting Alkali Creek Road to Highway 3 at Zimmerman Trail. Schedule II: W.O. 21-38 Skyline Trail (Marathon Loop) will construct the Skyline Trail and associated parking lots between Zimmerman Trail and the eastern limits of the existing Skyline Trail. When the construction and engineering contracts were approved there was additional federal funding available for project enhancements and change orders.

These change orders are for Schedule II: W.O. 21-38 Skyline Trail (Marathon Loop). Change Order Number 2 is for work to revise stormwater piping to avoid existing underground utility conflicts. Change Order Number 3 is for the purchase and installation of eighteen (18) benches, an additional interpretive sign, erosion control blanket, paving the existing gravel Zimmerman Park parking lot, paving the remaining gravel trail connection to Zimmerman Trail, procurement of two (2) shade structures, procuring one MET bus stop shade structure, one bike rack, installation of solar lighting for the truck lot and the three parking lots, storm erosion repairs, and additional retaining walls. Installation costs for shade structures will be covered under a separate change order. Future change orders will add Rectangular Flashing Beacons to crossings of Highway 3 at the roundabout, guardrail improvements, and other construction related items. The previously approved Change Order 1 upgraded 4,641 lineal feet of asphalt trail to concrete trail in between the parking lot areas.

ALTERNATIVES

City Council may:

- Approve Change Orders 2 & 3 with Weave Construction in the amount of $616,596.75; or,
- Not approve Change Orders 2 & 3 and Skyline Trail will not have the proposed project enhancements installed on the project.

FISCAL EFFECTS

Original Contract Price	$2,851,747.00
Previous Change Orders	$ 258,146.75
Contract Price Prior to this Change Order	$3,109,893.75
Net Increase of Change Orders 2 & 3	$ 616,596.75
Contract Price with Approved Change Order	$3,726,490.50

These change orders are funded by the BUILD 2020 Grant and there are adequate federal funds remaining to cover the cost of the work included as well as anticipated future change orders.

Attachments

W.O. 21-38 C.O. 2
W.O. 21-38 C.O. 3

CHANGE ORDER

(Instructions on reverse side)

No. 2

PROJECT: Build Grant - Marathon Loop

DATE OF ISSUANCE: July 14, 2023

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

OWNER'S PROJECT NO.: W.O. 21-38

CONTRACTOR: Weave Construction

ENGINEER: Sanderson Stewart

CONTRACT FOR: Schedule II – Skyline Trail Phase 2

ENGINEER'S PROJECT NO.: 09039.09

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

Purpose of Change Order:

Item CO2-1 Additional manhole risers 2 at 1-VF each, and installation of 18-inch storm drain at revised elevations. $8,142.81

Item CO2-2 Standby time for utility lowering at conflicts, repair of unmarked damaged utilities, re-staking utilities, and removal and replacement of 12-inch storm drain at updated staking elevations. $23,160.95

Total = $31,303.76

Note: This change order does not include upgrading the asphalt pads at the interpretive sign locations. These will be included under a separate Change Order.

Attachments: N/A

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIME:**
Original Contract Price	Original Contract Time
$ 2,851,747.00	210 days or date
Previous Change Orders No. 1	Net Change from previous Change Orders
$ 258,146.75	0 days
Contract Price prior to this Change Order	Contract Time prior to this Change Order
$ 3,109,893.75	210 days or date
Net Increase (decrease) of this Change	Net Increase (decrease) of this Change
$ 31,303.76	0 days
Contract Price with approved Change Order	Contract Time with approved Change Order
$ 3,141,197.51	210 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.

CHANGE ORDER

(Instructions on reverse side) **No.** 3

PROJECT: Build Grant - Marathon Loop

DATE OF ISSUANCE: August 08, 2023

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

OWNER'S PROJECT NO.: W.O. 21-38

CONTRACTOR: Weave Construction

ENGINEER: Sanderson Stewart

CONTRACT FOR: Schedule II – Skyline Trail Phase 2

ENGINEER'S PROJECT NO.: 09039.09

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

Purpose of Change Order:

Item CO3-1 – Addition of 16 Benches (Materials and Shipping)
- **16 EA @ $1,258.20/EA = $20,131.20**

Item CO3-2 – Installation of 16 Benches
- **16 EA @ $189.59/EA = $3,033.44**

Item CO3-3 – Addition of 6-inch-thick concrete pads for benches
- **709 SF @ $14.00/SF = $9,926.00**

Item CO3-4 – Addition of 1 Interpretive Sign (Mountain Ranges) (installed)
- **1 EA @ $1,847.00 EA = $1,847.00**

Item CO3-5 – Addition of 6-inch-thick concrete pads for new signs
- **56 SF @ $14.00/SF = $784.00**

Item CO3-6 – 6-inch-thick concrete pads in lieu of asphalt pads (Asphalt and gravel bid items will be paid out, the change order value for this item is the additional cost for concrete over the asphalt and gravel cost)
- **392 SF @ $10.28/SF = $4,029.76**

Item CO3-7 – Extension of planned interpretive sign pads with 6-inch-thick concrete for bench placement
- **331 SF @$14.00/SF = 4,634.00**

Item CO3-8 – Addition of North American Green SC150 Control Blanket.
- **9,450 SY @ $3.43.SY = $32,413.50**

Item CO3-9 – Paving Zimmerman Park Trail, 3-inch-thick Billings Multi-use Path Asphalt Paving
- **1,009 SY @ 23.80/SY = $24,014.20**

Item CO3-10 – Prep of existing asphalt millings trail surface
- **1 LS @ $6,175.00/LS = $6,175.00**

Item CO3-11 – Paving Zimmerman Park Parking Lot, 3-inch-thick Billings Multi-use Path Asphalt Paving
- **3,185 SY @ $23.80/SY = $75,803.00**

Item CO3-12 – 1.5-inch minus base course, minimum 6-inches thick
- **570 CY @ $56.45/CY = $32,176.50**

Item CO3-13 – Parking lot excavation and building berm with spoils
- **1 LS @ $20,385.00/LS - $20,385.00**

Item CO3-14 – Parking lot paint/striping
- **1 LS @ $2,585.00/LS - $2,585.00**

Item CO3-15 – Addition of 15'x15' Shade Structure at MET bus stop (Materials)
- **1 EA @ $12,850.22/EA = $12,850.22**

Item CO3-16 – Addition of 2 Benches within MET shelter (Materials and Shipping)
- **2 EA @ $1,258.20/EA = $2,516.40**

Item CO3-17 – Installation of 2 Benches in MET shelter
- **2 EA @ $254.10/EA = $508.20**

Item CO3-18 – Additional concrete pad for Shade Structure
- **388 SF @ $14.00/SF = $5,432.00**

Item CO3-19 – Shipping for ALL shade structures
- **1 LS @ $4,574.70/LS = $4,574.70**

Item CO3-20 – Structural Calculations for shade structures
- **2 EA @ $997.05/EA = $1994.10**

Item CO3-21 – Additional of bike rack at MET shelter (Materials and Shipping)
- **1 EA @ $1,110.14/EA = $1,110.14**

Item CO3-22 – Installation of bike rack at MET shelter
- **1 LS @ $407.62/LS = $407.62**

Item CO3-23 – Addition of 6-inch-thick concrete pad for 15'x15' Shade Structure
- **450 SF @ $14.00/SF = $6,300.00**

Item CO3-24 – Addition of 4-inch-thick concrete sidewalk to Shade Structures
- **867 SF @ $11.00/SF = $9,537.00**

Item CO3-25 – Addition of 15'x15' Shade Structure (Materials)
- **2 EA @ $12,850.22/EA = $25,700.44**

Item CO3-26 – Addition of 6-inch-thickconcrete pad for 15'x20' Shade Structures
- **300SF @ $14.00/SF = $4,200.00**

Item CO3-27 – Addition of 3'x4'x6" concrete pad for trash receptacles
- **60 SF @ $14.00SF = $840.00**

Item CO3-28 – Addition of solar parking lot lighting (Materials and Shipping)
- **22 EA @ $7,331.25/EA = $161,287.50**

Item CO3-29 – Installation of solar parking lot lighting
- **22 EA @ $945.44/EA = $20,799.68**

Item CO3-30 – Concrete base for solar parking lot lighting
- **26 CY @ $3,158.89/CY = $82,131.14**

Item CO3-31 – Hillside washout repairs
- **1 LS @ $2,851.57/LS = $2,851.57**

Item CO3-32 – Addition of small wall around telecom box at pump house
- **1 LS @ $2,010.00/LS = $2,010.00**

Item CO3-33– Sub-excavation for retaining walls
- **1 LS @ $1,384.43/LS = $1,384.43**

Item CO3-34– Temporary Repair and Capping of Irrigation
- **1 LS @ $920.25/LS = $920.25**

Total = $585,292.99

Note: This change order does not include upgrading the asphalt pads at the interpretive sign locations. These will be included under a separate Change Order.

Attachments: N/A

CHANGE IN CONTRACT PRICE:

Original Contract Price

$ 2,851,747.00

Previous Change Orders No. 1 & 2

$ 289,450.51

Contract Price prior to this Change Order

$ 3,141,197.51

Net Increase of this Change

$ **585,292.99**

Contract Price with approved Change Order

$ **3,726,490.50**

CHANGE IN CONTRACT TIME:

Original Contract Time

210
days or date

Net Change from previous Change Orders

0
days

Contract Time prior to this Change Order

210
days or date

Net Increase of this Change

21
days

Contract Time with approved Change Order

231
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:	08/28/2023
Title:	W.O. 23-09: 5th Avenue Corridor, Sanderson Stewart,Contract Amendment No. 1
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council approve contract Amendment No. 1 with Sanderson Stewart in the amount of $94,000.

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

A 5th Avenue North Corridor Feasibility Study was completed in 2021. The Study considered the feasibility of a multi-modal trail from North 32nd Street to Main Street along the 5th Avenue North corridor. The corridor does not contain any roadway improvements. WO 23-09 is continuing with the planning effort based on recommendations within the Study. Work will include developing a 30-percent level design and cost estimate for sections of the corridor. A contract with Sanderson Stewart was awarded in December 2022 to complete the preliminary design between North 32nd Street (YMCA) to North 26th Street (Yellowstone Art Museum).

Council is asked to consider executing Amendment No. 1 to the Contract for Professional Services with Sanderson Stewart to complete preliminary design of the corridor between North 20th Street to North 13th Street within the East Billings Urban Renewal District (EBURD). Funding for the 5th Avenue Corridor is available with funds allocated within the East Billings Tax Increment Financing (TIF) District FY2024 budget. Amendment No. 1 will bring the total contract amount to $198,427.

ALTERNATIVES

City Council may:

- Approve Amendment No. 1 to the Contract for Professional Services with Sanderson Stewart; or,
- Not approve Amendment No. 1 to the Contract for Professional Services with Sanderson Stewart. If the amendment is not approved, design for the 5th Avenue Corridor between N. 20th St and N. 13th St cannot be completed.

FISCAL EFFECTS

Original Contract	$104,427.00
Previous Contract Amendments	$0
This Amendment	$94,000.00
Total Contract	$198,427.00

Funding for this amendment was budgeted in FY24 using East Billings TIF district funds in the amount of $110,000. Sufficient funds are available to award the contract amendment.

Attachments

WO 23-09 Amendment No. 1

AMENDMENT NO. 1

TO

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

W.O. 23-09 5TH AVENUE CORRIDOR – PHASE I PRELIMINARY DESIGN

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

Sanderson Stewart
1300 N. Transtech Way
Billings, Montana 59102
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated December 16, 2022 for Contractor to provide engineering services to the City for Work Order 23-09 5th Avenue Corridor – Phase I Preliminary Design, 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. Modify the following to the Scope of Work:

- Add Part 2 – Rail Trail 80% Design (N. 20th Street to N. 13th Street) as follows:
  - Phase 400. Project Administration – Rail Trail

    Task 1. Project scoping, fee estimate, and subconsultant contracting.

    Task 2. General project management, including internal meetings and administrative tasks.

Task 3. Meetings and correspondence with City of Billings staff on project-related items.

Task 4. Meetings and coordination with BNSF Railway.

Task 5. Weekly project status update e-mails will be sent to the City of Billings Project Manager (Sarah Plath) and any other recipients as directed by the City.

Task 6. Monthly project invoicing.

Task 7. Internal project kickoff meeting.

Task 8. QA/QC (all draft and final deliverables)

Phase 400 Deliverables: Draft and final project contract documents and supporting information; weekly project status update e-mails; monthly project invoices.

- Phase 500. Survey/Data Collection – Rail Trail

Task 1. Survey project management, including resource coordination, pre-survey research, and any meetings or correspondence. This task shall include the research and review of railroad right-of-way and record drawings and the acquisition of permits or permissions from the BNSF to perform survey activities.

Task 2. Survey control field work, including control placement, horizontal ties, levels and adjustments. Survey control will consist of either MAG Nails in asphalt or, where applicable, 18"x5/8" rebar with 2-inch aluminum caps clearly stamped SANDERSON STEWART CONTROL MONUMENT with the control point number. Control points will be spaced no more than 600 feet apart. All control points will be double observed to ensure horizontal accuracy within 0.04 feet. Reciprocal levels will be performed to ensure vertical accuracy to within 0.03 feet.

Task 3. Search and tie existing property corner monuments within the project area. Adjust boundary calculations based on found monuments and perform secondary searches. Prepare drawing of approximate boundaries and street rights-of-way.

Task 4. Topographic survey field work via conventional total station methods. The project corridor will be cross-sectioned at standard 50-ft intervals between public streets with additional shots on key features such as rail spurs, buildings, fences, and other surface features within are along the rights of way.

Task 5. Drafting in AutoCAD of line work and point features topographic survey data for use in design. Resulting CADD line work will be integrated in a dedicated CADD file for use in design. Creation of existing conditions surface model in AutoCAD based on LIDAR scanning surface data for use in design. Unless otherwise directed by the City, the project will use the following coordinate systems:

a. Billings Low Distortion Projection (NAD83-2011) with horizontal units expressed in international feet.

b. Vertical datum will be NAVD88 with GPS elevations derived from GEOID12A and vertical units expressed in U.S. survey feet.

Task 6. Research of, correspondence with, and review of maps and other information provided by private utility companies with facilities in the project area.

Phase 500 Deliverables: Weekly project status update e-mails; monthly project invoices

- Phase 600. Concept (30%) Design – Rail Trail

  Task 1. Creation of property boundary/ownership exhibits that show proposed corridor alignment. The exhibits will utilize previous surveys and available property line work to approximate anticipated right-of-way/easement needs. These exhibits will be useful for our initial concept design work, as well as for property owner and BNSF meetings.

  Task 2. Introductory meeting with BNSF Railway. Sanderson Stewart will facilitate an initial meeting with the railroad to review the property boundary exhibits and associated information prior to developing design concepts. It is anticipated that City of Billings Project Manager Sarah Plath would also attend this meeting.

  Task 3. Property owner coordination. Limited correspondence and phone calls with adjacent, non-railroad property owners to educate them about the project and solicit feedback as required. We do not anticipate having in-person meetings with the property owners.

  Task 4. Virtual (online) design charette meeting with Alta and City of Billings staff. This meeting will be held using Microsoft Teams with available City staff and Sanderson Stewart team members attending in-person at Sanderson Stewart's Billings office.

  Task 5. Design concept development and exhibits – the project team will develop up to two (2) alternatives for the overall corridor typical section. The project team will prepare up to six (6) exhibits, two (2) for each corridor sub-segment (N. 20th to N. 18th, N. 18th to N. 15th, and N. 15th to N. 13th), that communicate concept alternatives and impacts to property owners and the railroad corridor; these exhibits will be used for initial meetings with BNSF Railway (Task 6). Each exhibit will consist of the preferred alignment, typical cross section, and, as needed, plan view and perspective sketches to communicate design intent. Additionally, the project team will develop two (2) concept design alternatives for the public street crossings (North 15th St. and North 18th St); it is expected that the street crossing design alternatives would be the same for both locations. The project team will also develop one (1) initial design concept for a node or place improvement at far east end of the segment (immediately west of N. 13th St.).

  Task 6. Concept design presentation meeting with BNSF Railway. Sanderson Stewart will facilitate a second meeting with the railroad to present concept designs and solicit feedback prior to proceeding with formal

design. It is anticipated that City of Billings Project Manager Sarah Plath would also attend this meeting.

Task 7. Follow-up design team meeting with the City. Once we have met with BNSF Railway to present design concepts, Sanderson Stewart will host a meeting with the City and the design team via Microsoft Teams to discuss the feedback received and any modifications to the initial design concepts that will be required to take the project forward. We would also anticipate settling on final preferred alternatives for all elements of the project to take forward to formal design development.

Task 8. Corridor Branding, Wayfinding, and Materials Strategy. This task will overlap considerably with the efforts in Phase 300, Task 8 but will apply those general concepts to this specific segment of the corridor and the surrounds network and streets, sidewalks, etc.

Task 9. Concept-level drainage analysis and memo. Through this task, the project team will perform calculations to estimate increased runoff based on the design typical section, as well as a rough analysis of where that runoff will go relative to adjacent buildings and the railroad. The above information will summarized in a draft memo.

Task 10. Concept design plans development. Through this task, the project team will create a 80% design level plan set based on the preferred alternative design concepts. The plan set will consist of a cover sheet, plan view design/exhibit sheets, and detail sheets as required to describe key design elements. The concept design efforts will implement high-level landscape improvement concepts but will not include detailed landscape or irrigation design elements.

Task 11. Concept design opinion of probable construction cost. The project team will develop a cost estimate with a 15% contingency line item and fee estimates for engineering design and construction-phase services for the City to use in procuring projecting funding.

Task 12. Concept design package submittal to City for review. We would anticipate having a follow-up meeting either in-person or via Teams to review comments from the City on the concept design submittal.

Task 13. Public meeting to present design concepts. This will be a combined meeting with the public meeting from Phase 300 for the Linear Park segment.

Phase 600 Deliverables: Concept (80%) plan view exhibits and detail sheets, opinions of probably construction cost. Submittals will typically be made electronically with physical deliverables to include up to four (4) sets of 11x17-sized plans/exhibits, upon request.

- Phase 700. Preliminary (80%) Design – Rail Trail

Task 1. Preliminary Design Development. Revisions to and additional development of plans, estimate of probable construction cost, and drainage memo (if required) based on concept design review comments from City and incorporating changes based on feedback from the public meeting. Additional design development to produce a draft 80%-level set of plans

(including plan and profile, cross section, and details sheets), special provisions, and estimate of probable construction cost. Task would also include revisions and updates to corridor branding/wayfinding package based on feedback from City review. The preliminary design plans and cost estimate will further refine the landscape design concepts as-needed based on feedback from the City but will not include detailed landscape or irrigation design elements.

Task 2. Preliminary design package submittal to City for review. Package to include plans, special provisions, estimate of probable construction cost, and updated drainage memo. We would anticipate having a follow-up meeting either in-person or via Teams to review comments from the City on the preliminary design submittal.

Task 3. Final revisions to preliminary plans, special provisions, drainage memo, and estimate of probably construction cost based on City review comments. Submittal of package to BNSF Railway for review prior to meeting.

Task 4. Design development meeting with BNSF Railway to present 80% design concepts and details, discuss any outstanding challenges that might delay or prevent construction, and lay groundwork for moving toward construction permitting through BNSF. It is anticipated that City of Billings Project Manager Sarah Plath would also attend this meeting.

Task 5. Final revisions to preliminary (80%) submittal package based on feedback from BNSF and coordination with City. As an accompaniment to the final plans package submittal, the project team would prepare a memo to summarize the status of the design and what additional steps would be required to ready the project for construction. This would be the final project task.

Phase 700 Deliverables: Draft and final preliminary (80%) plan set, special provisions, design/drainage memo and an opinion of probable construction cost. Submittals will typically be made electronically with physical deliverables to include up to four (4) sets of 11x17-sized plans and accompanying documents upon request.

- Exclusions from Scope of Work

  The following work items are excluded from the scope of work for this project and shall be considered as Additional Work. If the City of Billings determines that Additional Work is required, Sanderson Stewart will provide those services for an additional agreed-upon fee.

  1. A formal and detailed cadastral survey to determine exact property/right-of-way boundaries. The effort for this project will be abbreviated with the end goal of depicting approximate property boundaries.
  2. A geotechnical investigation, borings, and/or a summary report. The expectation is that the multi-use trail will utilize a standard pavement section consistent with the City of Billings Standard Modifications to MPW and/or based on direction from the City.

3. Landscape or irrigation design and specifications beyond high-level concepts as referenced in the details scope of work.
4. Street lighting or electrical design and specifications. Although the N. 27th Street crosswalk may require a pedestrian hybrid beacon (HAWK) signal, we do not anticipate that formal design of the electrical improvements will be required for 30% design development.
5. Design, specifications or permitting related to erosion control and storm water management during construction. This work shall be the responsibility of the contractor. Sanderson Stewart will be in no way responsible for reviewing, approving or monitoring Contractor-required storm water pollution prevention plan (SWPPP) documentation or installation measures. The Contactor shall be required to prepare and submit for approval the Notice of Intent (NOI), Notice of Termination (NOT) and all related supportive materials.
6. Design of retaining walls or other structural features (not anticipated to be required at this time). If the design of such features is required for the project design, the additional services can be provided through an amendment to the contract.
7. Design of private utilities (natural gas, oil, power, fiber optic, telephone, cable television or other) facilities. Sanderson Stewart will however provide coordination with private utility companies to address any anticipated conflicts and/or replacement/relocation work.

Appendix B, Section 1. Modify the Payments for Basic Services as follows:

- Add the following to Item A:

PART 2 – RAIL TRAIL 80% DESIGN

Phase 400 – Project Administration	$23,300.00
Phase 500 – Survey/Data Collection	$12,800.00
Phase 600 – Concept Design	$35,600.00
Phase 700 – Preliminary Design	$22,300.00
SUBTOTAL	**$94,000.00**
TOTAL CONTRACT	**$198,427.00**

All other terms and conditions of the contract to which this amendment applies shall remain in full effect.

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

CONSULTANT – Sanderson Stewart

NAME: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____
Mayor

DATE: _____

City Council Regular

Date:	08/28/2023
Title:	W.O. 19-42: West End Water Treatment Plant Project, GC/CM Preconstruction Services Contract
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve a General Contractor / Construction Manager (GC/CM) preconstruction services contract with Dick Anderson Construction, Inc. (DAC) for W.O. 19-42: West End Water Treatment Plant in the amount of $157,500.

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

W.O. 19-42, West End Water Treatment Plant, is in the final design stage of the project. In February 2021, Council approved Resolution 21-10925 allowing the use of alternative project delivery methods as authorized by MCA 18-2-502 for construction of water system projects on Billings' west end, including the water treatment plant under consideration. The City has elected to move forward with the General Contractor / Construction Manager (GC/CM) contract format since its structure is conducive to ensuring integral City staff involvement in a Project Team arrangement consisting of the City, Engineer (Burns & McDonnell (BMcD)) and GC/CM. Some major benefits of GC/CM contracts are that they bring the contractor, procured through an open public process, on to the Team early to take advantage of their expert contributions to project design and construction means, methods and sequencing. These contributions include identifying opportunities to improve design accuracy and completeness, provide a level of cost certainty to inform budgets, and reduce construction costs and schedule.

In September 2021, City Council approved a water treatment plant preconstruction services contract with Garney Companies, Inc. City staff and Garney worked through predesign to develop a water plant design but were unable to come to an agreement on the final cost of the work to execute a construction contract. Subsequently, staff solicited proposals using the Request for Qualifications and Request for Proposals process. The RFQ and RFP was advertised in the Yellowstone County News on June 16, 23, 30 and July 7, 14, 21, 2023. After 6 weeks of public advertising, the City received one Statement of Qualifications and Proposal from Dick Anderson Construction (DAC). A selection committee evaluated the proposal and recommended DAC as the GC/CM. DAC brings experience with local site conditions and market, vertical construction similar to the water plant structure, and previous experience working with the City of Billings. They are also the contractor that was selected for the reservoir project so they have personnel that are familiar with the site and the selection of DAC will increase coordination between the two projects.

DAC would begin the preconstruction phase of the water treatment plant project by joining the project team to advance BMcD's 60% design. DAC would work with the team to review major project risks and develop project schedule. Toward the end of 2023, after the design has been advanced to 90% completion by the project team, DAC will present a Guaranteed Maximum Price (GMP) for construction of the project, which City Council may or may not approve at that time. Project construction is anticipated to commence in the spring of 2024.

ALTERNATIVES

The Council may:

- Approve a General Contractor / Construction Manager (GC/CM) preconstruction services contract with Dick Anderson Construction, Inc.; or
- Not approve a GC/CM contract. If this project is not completed, the City will be unable to proceed with the plans needed to provide for the present and future drinking water redundancy and capacity needs of City of Billings residents

FISCAL EFFECTS

The W.O. 19-42: West End Water Treatment Plant Project was budgeted in FY24 using water funds. The amount budgeted

was $65 million which includes the current preconstruction contract amount of $157,500 and the future construction contract. Adequate funds are available to award this contract.

Attachments

WO1942 WEWTP GC/CM Preconstruction Contract

General Contractor/Construction Manager (GC/CM) Preconstruction Services Contract

W.O. 19-42, West End Water Treatment Plant Project

In consideration of the mutual promises herein, City of Billings and Dick Anderson Construction, Inc. agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Part III, consisting of 8 Sections of Supplemental Provisions

Appendix A consisting of 3 pages (Basic Services of Contractor);

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

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

Appendix D consisting of 5 pages (Schedule of Rates and Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 16 pages (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
B. “Billings” means the City of Billings.
C. "Contractor" means General Contractor/Construction Manager (GC/CM).
D. “Engineer” means Burns & McDonnell Engineering Company, Inc.

Section 2. Scope of Services.

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

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.
B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
C. This Contract shall terminate at midnight on June 30, 2024.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

A. If Billings terminates the Contractor’s services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.
B. If the Contractor’s services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor’s failure to perform satisfactorily. The reasonable value of the services rendered shall

never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.

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

Section 7. Insurance.

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

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

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

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part

of its interest or delegate duties under this Contract shall give Billings the right immediately to terminate this Contract without any liability for Work performed.

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

A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings: Randy Straus
City of Billings
Engineering Division
2224 Montana Avenue
Billings, Montana 59101
E-mail: strausr@billingsmt.gov

Contractor: Kyle Kastelitz
Dick Anderson Construction, Inc.
4512 South Frontage Road
Billings, MT 59107
E-mail: kkastelitz@daconstruction.com

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

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

Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings. Upon notice of additional requirements, GC/CM shall be entitled to an adjustment in the contract sum and/or contract time for any additional costs due to new funding requirements.

Section 15. Subcontracts.

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

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

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

   Contractor: Kyle Kastelitz, Civil Vice President

   Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

Part III
SUPPLEMENTAL PROVISIONS

Section 1. Recitals

1.01 Preconstruction services covered by this agreement includes attendance at meetings and workshops, development of a Cost Model, cost estimating, constructability reviews, biddability reviews, Alternate System Evaluations (Value Engineering), development of a Project Schedule, advising on the scope for construction packages and other items described herein and in the Basic Services of Contractor provided in Appendix A.

1.02 The GC/CM has represented to Billings the ability to provide preconstruction services and to construct the project.

1.03 Based on this representation, Billings intends to enter into a contract with the GC/CM for the preconstruction services identified in this agreement. At the end of the preconstruction, at Billings' discretion, Billings may enter into separate construction agreement with the GC/CM for construction services. Alternatively, Billings may choose not to continue the GC/CM Contract beyond the completion of preconstruction phase services or any early work amendments, instead soliciting bids from qualified contractors for the project construction, and otherwise reserve all rights to terminate the Contract for convenience.

Section 2. Terms and Definitions

2.01 Alternate Systems Evaluations (Value Engineering) - Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional project that meets Billings' requirements.

2.02 Construction Services Fee – Expressed as a percentage of the Cost of the Work, the percentage that represents the GC/CM's administrative costs, home office overhead, and profit, whether at the GC/CM's principal or branch offices. This Fee excludes items covered in the Cost of the Work and General Conditions Costs, and any cost not allocated or paid by Billings or other limitations and exclusions set forth in the general conditions and supplementary conditions for construction. The Construction Services Fee is proposed by the GC/CM in Section 6 and will be the percentage applied to determine the GMP.

2.03 Contingency, GC/CM - A fund to cover cost growth during the project used at the discretion of the GC/CM usually for costs that result from project circumstances. The amount of the GC/CM Contingency will be negotiated as a separate line item in the GMP.

2.04 Contingency, Billings' - A fund to cover cost growth during the project used at the discretion of Billings usually for costs that result from Billings directed changes or site conditions. The amount of the Billings' Contingency will be set solely by Billings and will be in addition to the project costs included in the GC/CM's cost estimate summary.

2.05 Cost Model - A breakdown of the scope of the project that is initially developed by the GC/CM based on information from the Engineer and the GC/CM's records of similar projects.

The model will evolve as the design progresses and be maintained by the GC/CM throughout the design and will include any assumptions and clarifications made by the GC/CM. The model will support any cost estimates, Alternate Systems Evaluations (Value Engineering), and eventually the GMP Proposal, when required by Billings.

2.06 Cost of the Work - The direct costs necessarily incurred by the GC/CM in the proper performance of the work. The Cost of the Work includes direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment used in the performance of the work, costs of establishing temporary facilities and controls, project related permit and license fees, cost of materials testing and related items, and the cost of consultants required for any delegated design. The Cost of the Work will cover all work required in the GMP Documents including the work shown on drawings; the work specified in specification Divisions 01 through 48. Cost of the Work does not include the GC/CM's Construction Services Fee, General Conditions Costs, applicable taxes, bonds, insurance costs, or any cost item that is furnished or procured by Billings.

2.07 Deliverables - The work products prepared by the GC/CM in performing the services described in this agreement. Some of the major Deliverables to be prepared and provided by the GC/CM during preconstruction may include but are not limited to: Cost Model, Project Management Plan, Project Schedule, Schedule of Values, Alternate Systems Evaluations (Value Engineering), procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposal(s), subcontractor procurement plan, subcontractor agreements, subcontractor bid packages, supplier agreements, and others as indicated in this agreement or required by Billings.

2.08 Engineer – Burns & McDonnell Engineering shall provide all architectural and engineering design services necessary for the completion of the work excluding, however, (a) design services delegated to the GC/CM in accordance with the contract, and (b) services within the construction means, methods, techniques and sequences employed by the GC/CM, its subcontractors, and subcontractors in connection with their construction operations.

2.09 General Conditions Costs - Includes, but is not limited, to the following costs: (a) payroll costs and other compensation, benefits, bonuses of GC/CM’s supervisory and administrative personnel directly associated with the work either part-time or full time, including but not limited to project managers, construction managers, superintendents, safety managers, quality managers, inspectors, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, schedulers, clerks, and other any other non-craft labor personnel employed by GC/CM, whether at the site or off-site involved in planning, managing, supervising, inspecting, and administering the work, (b) site offices and temporary facilities costs including office equipment, materials, supplies, equipment, utilities, fuel, sanitary facilities and phone and fax services at the site, (c) procurement costs for project equipment, materials, and subcontracts, including reproduction of documents, mailings, evaluation, bid results presentations and recommendations for supplier and subcontractor selection to be incorporated into the contract price, (d) site security systems, internet services and website for project information and oversight, (e) cost less salvage value of consumable materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the work and which remain the property of GC/CM, including the costs of

transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items, (f) cost of removal of debris and waste from the site except for debris from required demolition or dismantling and removal which is part of the work, and site sanitary services, (g) reasonable costs and expenses incurred in mobilizing, operating and demobilizing the site office, including the cost of phone, fax, postage and express delivery charges, telephone service, and photocopying and similar offices services, (h) sales, use or similar taxes, tariffs or duties incurred in the performance of work, (i) signing at the site for the project, (j) all fuel and utility costs incurred by the GC/CM field office and for management and administration in the performance of the work, (k) safety training, orientation, equipment, clothing, and materials for GC/CM craft labor, management and staff, as well as for GC/CM visitors to the project. General Conditions Costs do not include items covered in the Cost of the Work or the Construction Services Fee, and any cost not allocated or paid by Billings or other limitations and exclusions set forth in the general conditions and supplementary conditions for construction.

2.10 Guaranteed Maximum Price (GMP) - The sum of the Cost of the Work, the GC/CM's Construction Services Fee, General Conditions Cost, applicable taxes, bonds, insurance costs, and GC/CM Contingency(ies).

2.11 GMP Documents - The printed sets of construction documents labeled “Final For Construction GMP”, pursuant to Section 3.06 upon which a Guaranteed Maximum Price Proposal is based. GMP Documents in electronic PDF format will also be provided.

2.12 Guaranteed Maximum Price (GMP) Proposal - The offer or proposal of the GC/CM submitted on the prescribed form setting forth the GMP prices for the entire work or portions of the work to be performed during construction. The GMP Proposal(s) are to be developed pursuant to Section 3 of this agreement.

2.13 Indirect Costs – Includes General Conditions Cost, insurance costs and bond costs.

2.14 Project Team – Preconstruction services team consisting of the Engineer, GC/CM and Billings, who are responsible for making decisions regarding the project.

2.15 Total Float - Number of days by which the preconstruction services or construction work or any part of the same may be delayed without necessarily delaying the times agreed to for completion of milestones and for completion of the work as shown in the Project Schedule.

Section 3. Preconstruction Phase Services

3.01 General

A. The GC/CM, to further the interest of Billings, will perform the services required by, and in accordance with this agreement, to the satisfaction of Billings, exercising the degree of care, skill and judgment a construction manager performing similar services in Billings, MT would exercise at such time, under similar conditions. The GC/CM will perform the required services consistent with sound and generally accepted construction management and construction contracting practice.

B. The GC/CM will attend Project Team meetings which may include, but are not limited to, project review meetings, project workshops, special project meetings, and perform construction document reviews. Teleconferencing for certain meeting attendees may suffice for some meetings as determined by Billings.

C. The GC/CM will provide preconstruction services, described herein, in a proactive manner and consistent with the intent of the most current drawings and specifications. The GC/CM will proactively communicate with the Project Team whenever the GC/CM determines that any drawings or specifications are inappropriate for the project or cause changes in the work requiring an adjustment in the Cost Model, Project Schedule, GMP Proposal or in the times agreed to for completion of milestones and for completion of the work.

D. The GC/CM, when requested by Billings, will attend, make presentations and participate in public agency and or community meetings, germane to the project. The GC/CM will provide drawings, schedule diagrams, budget charts and other materials describing the project, when their use is required in any such public agency meetings.

E. As indicated in the Estimated Not to Exceed Cost Proposal included with Appendix D, the GC/CM shall be entitled to an adjustment in the contract sum for additional costs beyond what is outlined in Appendix D.

3.02 Project Management Plan

A. The GC/CM shall prepare a Project Management Plan (PMP) for discussion and Billings approval, which will at a minimum include (a) a matrix summarizing each Project Team member's responsibilities and roles, (b) communications protocols, (c) GC/CM's opinions concerning investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (d) GC/CM's opinions concerning project milestone dates and the Project Schedule, development, control including the broad sequencing of the design and construction of the project, (e) basis of the Cost Model, management and tracking (f) permitting issues and strategies, (g) site safety plan, (h) construction quality control, (i) site access and control, (j) site staging plan

B. Attachments to the PMP will include:
1. Risk Management Plan,
2. Project Packaging/Phasing Plan
3. Subcontracting Plan

C. The GC/CM shall add detail to its previous version of the PMP to keep it current throughout the preconstruction, so that the PMP is ready for implementation at the start of project construction. The update/revisions may consider (a) revisions in drawings and specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by Billings, Engineer or the GC/CM, (c) unresolved permitting issues, and significant permitting issues, if any, (d) Risk Management Plan, (e) the fast – tracking/phasing, if any, of the project or other chosen construction delivery methods, (e) the requisite number of separate bidding documents,

procurement efforts, or subcontracts to be advertised, or solicited and, (f) the status of the procurement of long-lead time equipment (if any) and/or materials.

3.03 Project Schedule

A. The fundamental purpose of the Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all Project Team members for all phases of the project and then for the Project Team to utilize the deliverable as a basis for managing and monitoring the teams' compliance with the schedule requirements of the project. Each Project Team member is responsible for its compliance with those Project Schedule requirements. The GC/CM will, however, develop and maintain the Project Schedule on behalf of, and to be used by, the entire Project Team based on input from all Project Team members. The Project Schedule will be consistent with the most recent revised/updated Project Management Plan and will use the Critical Path Method (CPM) technique, unless required otherwise in writing by Billings. The GC/CM will use scheduling software to develop the Project Schedule that is acceptable to Billings. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If project phasing as described below is required, the Project Schedule will indicate milestone dates for each phase as determined.

B. The GC/CM will include and integrate into the Project Schedule the services and activities required of Billings, Engineer and GC/CM including all design and construction activities utilizing the input received from Billings and the Engineer. The Project Schedule will detail activities to the extent required to show: (a) the coordination between various design documents, (b) separate longlead procurements, (c) permitting requirements, (d) bid packaging strategy and awards to subcontractors and suppliers, (e) major stages of construction, (f) interim milestones, (g) coordination with utilities and agencies, and (h) start-up and commissioning.

C. The Project Schedule shall include a Critical Path Method (CPM) diagram that shows the sequence of activities, the interdependence of each activity and indicates the critical path. The schedule shall be in days and indicate duration, earliest and latest start and finish dates for all activities, and total float for all activities. The CPM schedule shall include all relationships between activities.

D. Float time shall be as prescribed below:
1. The total float within the overall schedule, is not for the exclusive use of either Billings or the GC/CM but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the project completion date.
2. The GC/CM will not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew/resource sequencing, etc. Since float within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond times agreed to for completion of milestones and for completion of the work.

E. The Project Schedule is intended to become more detailed as the design progresses, evolving from conceptual to detailed. Early Project Schedules will concentrate on milestones for each design deliverable (i.e. 60%, 90%, and Final), equipment and material lead times, and general construction durations. The Project Schedule will become the progress schedule

referenced in the construction phase agreement. The Project Schedule will be expanded, updated, and maintained by the GC/CM throughout the preconstruction such that it will not require significant changes at the start of the construction to incorporate the GC/CM's plan for the performance of construction work.

F. The GC/CM will provide updates and/or revisions to the Project Schedule for use by the Project Team on a monthly basis. The GC/CM will include with each submittal a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

G. Construction Phasing: If further phasing is deemed appropriate and Billings and Engineer approve, the GC/CM will review the design and make recommendations regarding the phased issuance of construction documents to facilitate phased construction of the work, with the objective of reducing the Project Schedule and/or Cost of the Work. The GC/CM will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

3.04 Design Document Reviews

A. The GC/CM will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the Cost Model or cost estimate, GMP Proposals and/or the Project Schedule.

B. The GC/CM will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its opinion, are required to provide the necessary information for the GC/CM to construct the project. Prior to start of construction activity, the GC/CM may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the site condition information and data made available with the construction documents.

C. The GC/CM will meet with the Project Team as required to review designs during their development. The GC/CM will familiarize itself with the evolving documents through the various design stages. The GC/CM will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The GC/CM will furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the drawings and specifications. The GC/CM will recommend cost effective alternatives.

D. The GC/CM will routinely conduct constructability and biddability reviews of the drawings and specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the construction documents especially those related to clarity, consistency, and coordination of work of subcontractors and suppliers.

1. Constructability Reviews: The GC/CM will evaluate whether (a) the drawings and specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the drawings and specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under seasonal and adverse weather conditions, (f) sequences of work required by or inferable from the drawings and specifications are practicable, (g) construction package conflicts with preceding or subsequent construction, and (h) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of materials, staging offsite facilities, construction parking, and other similar pertinent issues.
2. Biddability Reviews: The GC/CM will check cross-references and complementary drawings and sections within the specifications, and in general evaluate whether (a) the drawings and specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) specifications include alternatives in the event a requirement cannot be met in the field.
3. The results of the reviews will be provided to Billings in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the drawings and specifications with notations and recommendations made on the drawings, specifications and other documents. If requested by Billings, the GC/CM will meet with Billings and Engineer to discuss any findings and review reports.
4. The GC/CM's reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during construction, responsibility for the drawings and specifications will remain with the Engineer.

E. Alternate Systems Evaluations (Value Engineering): The Project Team will routinely identify and evaluate using value engineering principles any alternate systems, approaches, innovations and design changes that have the potential to reduce project costs while still delivering a quality and functional product. If the Project Team agrees, the GC/CM in cooperation with the Engineer will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the project. The Engineer will have full responsibility for the incorporation of the alternatives into the drawings and specifications. The GC/CM will include the cost of the alternatives into the Cost Model or cost estimate and the GMP Proposal(s).

3.05 Cost Model, Cost Estimates and Schedule of Values

A. As soon as practical following an initial field inspection, the GC/CM will review all available information regarding the design and scope of the project, the GC/CM's experience in performing similar work, and based on that review will develop a Cost Model for review and approval by Billings. The Cost Model shall include all cost categories except Billings' Contingency included in the cost estimate submittal. Once approved by Billings, the Cost Model will be continually updated and kept current as the design progresses throughout the preconstruction until a final GMP for each construction package and the entire project is established. The Cost Model will be the best representation of the GC/CM of what the complete functional project's construction costs will be. The GC/CM will communicate to the Project Team, any assumptions made in preparing the Cost Model. The Cost Model will

support the GC/CM's construction cost estimates and may be broken down initially as dictated by the available information, but eventually must be broken down into the 48 Division CSI format and other breakdowns, as required by Billings.

B. After receipt of the Engineer's most current documents from the specified design milestones, the GC/CM will provide a detailed written report to the Project Team regarding the impact of and changes to the Cost Model based on the GC/CM's review of the design documents made available at the specified design milestone. The Project Team will reconcile any comments/exceptions on the estimate to arrive at an agreed to estimate for the construction costs based on the scope of the project through that specified design milestone. The design milestones are: detailed design completion at 30%, 60%, and 90%. If no consensus is reached, Billings will make the final determination. If the Project Team requires additional updates of the Cost Model beyond that specified in this section, the GC/CM will provide the requested information in a timely manner.

C. If at any point the estimate submitted to Billings exceeds previously accepted estimates agreed to by the Project Team or other key aspects of the Cost Model or Billings' project budget, the GC/CM will make appropriate recommendations to Billings and Engineer on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, (without altering Billings' basic project) such that it is equal to or less than the established Project Team's target and the project budget.

D. Near completion of the 60% detailed design review and included with the associated report, the GC/CM will also submit to Billings for review and approval a Schedule of Values which complies with the following requirements. The Schedule of Values will be formatted based on the 48 division CSI format. The Schedule of Values will be directly related to the breakdowns reflected in the Project Schedule and the GC/CM's Cost Model. In addition, the Schedule of Values will: (a) detail unit prices and quantity take-offs, (b) segregate work covered by any changes to construction work already in progress, (c) reconcile used and remaining GC/CM contingency, (d) detail all other allowances and unit price work shown and specified in the detailed design documents, and (e) segregate unit costs, material and equipment costs, labor costs, General Conditions Costs, hourly labor rates, payment for delegated design services and total cost. Labor costs in the Schedule of Values will include employee benefits, payroll taxes and other payroll burdens. The total cost for any portion of the work to be performed by subcontractors will include subcontractor overhead and profit.

E. The GC/CM will submit to Billings a final Schedule of Values based on the GMP Documents for the entire project or any portion thereof, which final Schedule of Values will also be included in any proposed GMP(s).

F. The GC/CM will submit to Billings a cash flow projection for the project based on the current updated/revised Project Schedule and the anticipated level of payments to the GC/CM during construction. A cash flow projection is required for the GMP associated with each construction package.

3.06 Guaranteed Maximum Price (GMP) Proposals

A. The proposed GMP for the entire work (or portions thereof) will be presented in a format acceptable to Billings. Billings may request a GMP Proposal for all or any portion of the project at any time during preconstruction. Any GMP Proposals submitted by the GC/CM will be based on and consistent with the current updated/revised cost estimate submittal at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

B. GMP Proposals for the entire project will be the sum of: 1) the Cost of the Work; 2) Indirect Costs including General Conditions Cost; 3) GC/CM's Construction Services Fee; and 4) GC/CM Contingency; and 5) Billings' Contingency (if applicable). The GC/CM guarantees to complete the project at or less than the final GMP Proposal amount approved by Billings plus approved contract modifications and agrees that it will be responsible for any increase in the actual Cost of the Work above that amount subject to additions and deductions by change order as provided in the contract documents.

C. The GC/CM, in preparing any GMP Proposal, will obtain from the Engineer, three sets of signed, sealed, and dated GMP Documents (including all addenda). The GC/CM will prepare its GMP in accordance with Billings' request for GMP Proposal. The GC/CM will mark the face of each document of each set upon which its proposed GMP is based. These documents will be identified as the GMP Documents. The GC/CM will send one set of those documents to Billings' Project Manager, keep one set and return the third set to the Engineer.

D. An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the GMP Documents. Any such Project Schedule updates/revisions will continue to comply with the requirements of Section 3.03.

E. In the event the GC/CM elects, at its sole discretion, to maintain a GC/CM Contingency allowance within the GMP, the criteria for development of that allowance must be acceptable to Billings. In addition, the terms and conditions regarding use of that allowance during construction will be established by Billings and reflected in the project's Construction Services Agreement. At completion of the work, the Project Team will evaluate the risk assignment of tasks with remaining funds within the GC/CM Contingency and determine fair distribution of those remaining funds to Billings and to the GC/CM. Final payment to the GC/CM will also reconcile amounts used and remaining within the GC/CM's contingency allowance.

F. All GMP savings in the Cost of the Work and Indirect Costs (including General Conditions Costs) resulting from a lower actual project cost than anticipated by the GC/CM will revert to Billings.

G. GMP Proposal(s) Review and Approval

1. The GC/CM will attend, and participate in, workshops and other meetings with Billings and Engineer to review the GMP Proposal(s) and the written statement of its basis. As part of this statement of basis, the GC/CM shall identify and justify any costs that are significantly different than the latest Cost Model provided by the GC/CM. In the event Billings or Engineer discovers inconsistencies or inaccuracies in the information presented, the GC/CM will make adjustments as necessary to the GMP Proposal, its basis or both.
2. Billings upon receipt of any GMP Proposal from the GC/CM, may submit the GMP Documents to an independent third party or to the Engineer for review and verification. The

third party and/or Engineer will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposal.
3. If the GC/CM GMP Proposal is greater than the independent third party and/or Engineer's estimate, Billings may require the GC/CM to reconfirm its GMP Proposal. The GC/CM will accept the independent third parties or Engineer's estimate for the Cost of the Work as part of the GMP or present a report within seven days of a written request to Billings identifying, explaining and substantiating the differences. The GC/CM may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by Billings. At any time during this process, Billings may do one of the following.
a. Accept the GC/CM original or revised GMP Proposal, if within Billings' budget, without comment.
b. Accept the GC/CM original or revised GMP Proposal that exceeds Billings' budget and indicate in writing to the GC/CM that the project budget has been increased to fund the differences.
c. Reject the GC/CM's original or revised GMP Proposal because it exceeds Billings' budget, the independent third party's estimate, or Engineer's estimate, in which event Billings may terminate this agreement or elect to not enter into a ·separate agreement with the GC/CM for the construction associated with the scope of work reflected in the GMP Proposal.
4. If during the review and negotiation of GMP Proposals design changes are required, Billings will authorize and cause the Engineer to revise the construction documents by addenda to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised construction documents will be furnished to the GC/CM. The GC/CM will promptly notify the Engineer and Billings in writing if any such revised construction documents are inconsistent with the agreed-upon assumptions and clarifications.

H. Each GMP Proposal will include a GC/CM Contingency line item. The Contingency is available for GC/CM's exclusive use for unanticipated Costs of the Work that it has incurred that are not the basis for a change order under the contract documents, but subject to: (i) Billings approval as more specifically described below; and (ii) other limitations set forth in the contract documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming work, including design errors or omissions, however caused; and (e) subcontractor defaults. The GC/CM Contingency will have no markups applied at the time of submission of the GMP Proposal. The GC/CM Contingency is not available to Billings for any reason, including, but not limited to changes in scope or any other item which would enable GC/CM to increase the GMP under the contract documents. GC/CM may draw upon the GC/CM Contingency by making a written request to Billings, identifying the reason and amount of the draw, and by obtaining Billings' written approval, which shall not be unreasonably withheld. If Billings approves a draw against the GC/CM Contingency, GC/CM shall, in its Payment Applications, show an increase in the relevant line item by the amount drawn and a decrease in the line item for the GC/CM Contingency. GC/CM agrees that with respect to any expenditure from the GC/CM Contingency relating to a subcontractor default or an event for which insurance or bond may provide reimbursement, GC/CM will in good faith exercise reasonable steps to obtain performance from the subcontractor and/or recovery from any surety or insurance. GC/CM agrees that if GC/CM is subsequently reimbursed for said costs, then said recovery will be

credited back to the GC/CM Contingency, net of any costs and expenses incurred by GC/CM in pursuing such recovery.

I. Billings' Contingency will be used at the sole discretion of Billings, if applicable. At the time that the GC/CM submits its GMP Proposal to Billings for approval, Billings may add an additional amount to the sum of the GMP Proposals for approval by City Council to cover any increases in project costs that result from Billings directed changes. The total project cost approved by Billings will be the sum of the GC/CM's GMP Proposals and Billings' Contingency, if applicable.
1. If Billings elects to establish a City Contingency, the contingency amount will be included within the contract price agreed to with the GC/CM. If included within the contract price and Billings decides to utilize some of its contingency funds, a contract modification will be processed using the contract modifications process described in the general conditions of the construction contract.

3.07 Subcontractor and Major Supplier Selections

A. The selection of subcontractors and major suppliers may occur prior to submission of a GMP Proposal. Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors shall not be selected based on price alone. The selection of subcontractors/suppliers is the responsibility of the GC/CM except for Billings furnished equipment and items where substitution is not allowed or approved in construction documents. In any case, the GC/CM is solely responsible for the performance of the selected subcontractors/suppliers.
1. The GC/CM will prepare a subcontractor/supplier selection plan and submit the plan to Billings for approval. This subcontractor selection plan shall identify those subcontractor trades anticipated to be selected by qualifications only per Section 3.07.B and those subcontractor trades anticipated to be selected by qualifications and competitive bid in accordance with Section 3.07.C. The subcontractor selection plan must be consistent with the selection requirements included in this agreement.

B. Selection by qualifications only - Billings may approve the selection of a subcontractor(s) or suppliers(s) based only on their qualifications when the GC/CM can demonstrate it is in the best interest of the project.
1. Qualification based selection of a subcontractor(s)/supplier(s) should only occur during preconstruction to achieve maximum benefit of the subcontractors' involvement prior to the submittal of the GMP Proposal.
2. The GC/CM shall apply the approved subcontractor selection plan in the evaluation of the qualifications of a subcontractor(s) or supplier(s) and provide Billings with its review and recommendation.
3. The GC/CM must receive Billings approval of the selected subcontractor(s)/supplier(s).
4. The GC/CM shall negotiate costs for services/supplies from each subcontractor/supplier selected under this method.

C. Selection by qualifications and competitive bid - The GC/CM shall apply the subcontractor selection plan in the evaluation of the qualifications of subcontractors and suppliers and provide Billings with its process to prequalify prospective subcontractors and suppliers. All work shall then be competitively bid to the prequalified subcontractors unless a subcontractor

or supplier was selected pursuant to Section 3.07.B above. Competitive bids may occur prior to, or after, the GMP Proposal(s).

1. The GC/CM will develop subcontractor and supplier interest, submit the names of a minimum of three qualified subcontractors or suppliers for each trade in the project for approval by Billings and solicit bids for the various work categories. If there are not three qualified subcontractors/suppliers available for a specific trade or there are extenuating circumstances warranting such, the GC/CM may request approval by Billings to submit less than three names. Without prior written notice to Billings, no change in the recommended subcontractors/suppliers will be allowed.
2. If Billings objects to any nominated subcontractor/supplier or to any self-performed work for good reason, the GC/CM will nominate a substitute subcontractor/supplier that is acceptable to Billings.
3. The GC/CM will distribute drawings and specifications, and when appropriate, conduct a prebid conference with prospective subcontractors and suppliers.
4. The GC/CM shall request the pre-qualified subcontractors provide a detailed bid for the services requested. The subcontractor bid, provided on the subcontractors' letterhead, shall contain sufficient information (i.e. unit costs/amounts) to allow an evaluation of the reasonableness of bid costs. The GC/CM shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the GC/CM, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the work to be performed, and performance schedule to complete the work. The final evaluation of subcontractor/supplier bids will be done with Billings' Project Manager and Engineer in attendance to observe and witness the process. The GC/CM will resolve any subcontractor/supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

D. The GC/CM will be required to prepare two different reports on the subcontracting process.

1. Within fifteen days after each major subcontractor/supplier bid opening process, the GC/CM will prepare a report for Billings' review and approval identifying the recommended subcontractors/supplier for each category of work. The report will provide (a) the name of the recommended subcontractor/supplier and the amount of the subcontractor/supplier bid for each subagreement, (b) the sum of all recommended subcontractor/supplier bids received, (c) a copy of the bids received from each subcontractor, and (d) trade work and its cost that the GC/CM intends to self-perform, if any.
2. Upon completion of the subcontractor/supplier bidding process, the GC/CM shall submit a summary report to Billings of the entire subcontractor/supplier selection process. The report will indicate, by bid process, all subcontractors/suppliers contacted to determine interest, the subcontractors/suppliers solicited, the bids received and costs negotiated, and the recommended subcontractors/suppliers for each category of work.

E. The approved subcontractors/suppliers will provide a Schedule of Values that reflects their final accepted bid proposal, which will be used to create the overall Project Schedule of Values.

F. If after receipt of bids or after award of subcontractors and suppliers, Billings objects to any nominated subcontractor/supplier or to any self-performed work for good reason, the GC/CM

will nominate a substitute subcontractor or supplier, preferably if such option is still available, from those who submitted subcontractor bids for the work affected. Once such substitute subcontractors and suppliers are consented to by Billings, the GC/CM's proposed GMP for the work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

G. Promptly after of the Notice of Award for construction phase services, Billings will conduct a pre-award conference with the GC/CM and other Project Team members. At the pre-award conference, the GC/CM will (a) review the nominated slate of subcontractors and suppliers and discuss any concerns with or objections that Billings has to any nominated subcontractor or supplier; (b) discuss Billings' concerns relating to proposed self-performed work; (c) review the GC/CM's proposed contract price for the work during construction; (d) discuss the conditions, if any, under which Billings will agree to leave any portion of the remaining GC/CM Contingency within the contract price for construction work; (e) resolve possible time frames for the date of commencement and for times agreed to for completion of milestones and for completion of the work to be included in the Notice to Proceed for construction work; (f) schedule the preconstruction conference; and (g) discuss other matters of import.

Section 4. Period of Preconstruction Phase Services

4.01 The preconstruction services described in this agreement will be performed by GC/CM in accordance with the most current updated/revised Project Schedule. Failure on the part of the GC/CM to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this agreement by Billings.

4.02 Upon failure to adhere to the Project Schedule, Billings may provide written notice to GC/CM that it intends to terminate the agreement unless the problem cited is cured, or commenced to be cured, within three days of GC/CM's receipt of such notice.

4.03 Preconstruction services are expected to commence upon issuance of a Notice to Proceed. Preconstruction services will conclude upon final acceptance by Billings of the last GMP Proposal for the project.

Section 5. Contract Amount and Payments for Preconstruction Phase Services

5.01 Contract Amount

A. Based on the preconstruction services fee proposal submitted by the GC/CM and accepted by Billings (Appendix D – Schedule of Rates and Fees) with dollar amounts completed which by reference is made a part of this contract, Billings will pay the GC/CM in accordance with a not-to-exceed contract amount of One Hundred Fifty Seven Thousand Five Hundred and NO/100 Dollars ($157,500.00).

5.02 Payments

A. Consistent with Part I, Section 4 of this agreement, requests for payments by the GC/CM for preconstruction services will be submitted monthly and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as

a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their work. Payment for services negotiated as a fixed fee shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.
B. The fees for the GC/CM and any subconsultants will be based upon the preconstruction services fee proposal included in Appendix D – Schedule of Rates and Fees.

Section 6. Fees and Payments - Construction Phase Services

6.01 GC/CM Construction Services Fee

A. During the period of construction services, Billings will pay the GC/CM an amount derived from the product of the Construction Services Fee and the Cost of the Work that results from efforts of the Project Team during the preconstruction services. The Construction Services Fee is the binding and enforceable promise of the GC/CM that will not be modified or renegotiated as a result of adjustments in the Cost of the Work. Based on the Construction Services Fee submitted by the GC/CM in their project Price Proposal dated July 28, 2023, the Construction Services Fee is 7.95% and will apply for all construction packages during the period of construction services regardless of the magnitude of the accepted GMP Proposal.

B. GC/CM Construction Services Fee items included but are not limited to the following:
1. Wages or salaries and expenses of GC/CM executive, administrative, and management personnel not directly associated with the project work, stationed at GC/CM’s principal or branch offices to manage the company operations and/or provide corporate services, such as accounting, insurance and risk management, safety and health, legal, human resources, etc. to support the company operations for general business and various projects.
2. Costs incurred by GC/CM for employee benefits, executives, management, premiums, taxes, company expenses in office equipment, computers, software, and all related offices services, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by GC/CM, to the extent such costs are based on wages and salaries paid to employees of GC/CM.
3. GC/CM’s general sales, marketing and bidding costs.
4. Bidding / proposal, negotiation costs associated with responding to Billings requests for contract prices, including GMPs and other pricing formats to be included under the Construction Services Agreement.
5. General basic insurance coverages, not project specific, maintained on a routine basis for all its business activities by the GC/CM.
6. Cost of GC/CM’s capital used in the performance of the work.
7. Legal costs, court costs and costs of mediation and arbitration reasonably arising from GC/CM’s performance of the work.
8. Cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product, paying legal judgments against GC/CM resulting from such suits or claims. If such suits or claims are from items or circumstances specifically required by Billings, the related costs and settlements as approved by Billings will be an adjustment to the Contract price.
9. Management and staff personnel training and business planning activities.

10. Other generally accepted company overhead and general business expenses.
11. Costs for copying, record retention / storage for project related files.
12. Development and negotiation of GMP Proposals, and revisions as agreed by the GC/CM and Billings.
13. All profit or loss associated with performing the project

C. For purposes of establishing the GC/CM Construction Services Fee, the Cost of the Work means the sum of all costs, less any discounts, rebates or salvage taken by the GC/CM, necessary for the proper performance of the work at issue, as further defined below. Such costs shall be at rates not higher than typically paid in the locality of the work, except with the prior written consent of Billings. The Cost of the Work shall be based on the actual documented cost of reasonable and necessary Cost of the Work items and is a not-to-exceed reimbursable amount. As used in this definition, “reasonable and necessary Cost of the Work items paid or incurred by the GC/CM in the proper performance of the work” include: (a) costs of work necessitated by ordinary mistakes or inadvertence, (b) costs incurred in repairing or correcting defective, damaged or non-conforming work (including any warranty or corrective project implementation work performed after Substantial Completion), (c) additional costs incurred due to subcontractor delay or non-performance, (d) costs incurred in performing corrective action needed to address a failure to demonstrate compliance with the requirements for Substantial Completion; and (e) costs of Billings authorized changes to the work based on the provisions of the contract documents. Except as otherwise may be agreed in writing by Billings, costs included in the Cost of the Work shall include only the following items:
1. Payroll costs for craft labor in the direct employ of GC/CM on the site or off site in the performance of the work. Such craft labor shall include, without limitation, general foreman, foremen, and other craft labor personnel employed full-time or part-time on the work. Payroll costs for employees not employed full-time on the work shall be apportioned based on their time spent on the work. Payroll costs to be allowed for determination of the Cost of the Work for craft labor in the direct employ of GC/CM shall include craft labor salaries and wages plus a labor burden rate to cover all other employee related costs, including the cost of fringe benefits, social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto but excluding the General Conditions Cost and GC/CM Construction Services Fee.
2. The expenses of performing work outside of regular working hours during the week, on Saturday, Sunday, or legal holidays, shall be included to the extent authorized by Billings. Travel, lodging and subsistence expenses for craft labor acquired by the GM/GC from outside the area will be included to the extent authorized, in advance, by Billings and will be indicated as a separate line item in the Cost of the Work and Schedule of Values.
3. Cost of all materials and equipment furnished and incorporated into the work, including costs of transportation thereof, and suppliers’ field services required in connection with installation, testing and acceptance. All cash discounts shall accrue to GC/CM unless Billings deposits funds with GC/CM with which to make payments, in which case the cash discounts shall accrue to Billings. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Billings, and GC/CM shall make provisions so that they may be obtained.
4. Invoices, prorated to these actual quantities, including freight to site, if not transported by trucks paid for otherwise, plus applicable sales tax, shall constitute the only reimbursable

materials expenses. Material prices shall be consistent with or under values established by industry guides recording the lowest prices for Billings, MT.
5. Payments made by GC/CM to subcontractors for work performed by subcontractors. As required by Billings, GC/CM shall obtain competitive bids from subcontractors acceptable to Billings and GC/CM and shall deliver such bids to Billings who will then determine, with the advice of Engineer and Project Manager which bids, if any, will be acceptable. If subcontract provides that the subcontractor is to be paid on the basis of Cost of the Work, the subcontractor's Cost of the Work shall be determined in the same manner as GC/CM's Cost of the Work as provided herein.
6. Costs of special subconsultants including, but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the work.
7. Other costs included in the Cost of the Work are the following:
a. The proportion of necessary transportation, travel, and subsistence expenses of GC/CM's craft labor incurred in discharge of duties connected with the work as approved in advance by Billings.
b. Cost, including transportation and maintenance, of all materials, equipment, machinery, appliances, and hand tools in excess of $100 each not owned by the craft labor, which are consumed in the performance of the work, and cost, less market value, of such items used but not consumed which remain the property of GC/CM.
c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from GC/CM or others in accordance with rental agreements approved by Billings with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work. This excludes general purpose vehicles, including buses and trucks, for any GC/CM supervision, administrative and non-craft labor support personnel which are covered in the General Conditions Cost.
d. If the construction equipment is owned or leased by the GC/CM or subcontractor (of any tier), the equipment rates shall be in accordance with the properly adjusted rates indicated in the most recent Rental Rate Blue Book by Dataquest Inc. ("Blue Book"), applicable to the date additional work activity was approved, for the period of actual use of such equipment. Maximum rates for equipment not listed in the Blue Book shall be established by capacity comparisons to other listed equipment. No overtime charges shall be made for equipment operating longer than eight (8) hours per day and only daily or prorated weekly or monthly rates per day shall be allowed depending on the actual rental period. For rental equipment, the GC/CM shall provide copies of the rental agreement for each item of equipment required for the work. No payment will be made for repairs or repair down time.
e. Sales, consumer, use, and other similar taxes related to the work, and for which GC/CM is liable, as imposed by Laws and Regulations.
f. Deposits lost for causes other than negligence of GC/CM, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
g. Losses and damages (and related expenses) caused by damage to the work, not compensated by insurance or otherwise, sustained by GC/CM in connection with the performance of the work (except losses and damages within the deductible amounts of property insurance established in accordance with the Contract), provided such losses and damages have resulted from causes other than the negligence of GC/CM, any subcontractor,

or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Billings. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining GC/CM's General Conditions Cost or GC/CM Construction Services Fee.

h. The cost of utilities, fuel, and sanitary facilities directly attributable to the craft labor and construction equipment in the work at the site.

i. Cost of materials, supplies, equipment, and facilities used temporarily by the GC/CM during construction but not consumed or salvaged in the performance of the work, which will be turned over to Billings for Billings beneficial use when no longer used by GC/CM.

j. Cost less salvage value on materials, supplies, equipment, and temporary facilities used directly for the work, (e.g. ladders, scaffolding) but not consumed, and which remain the property of the GC/CM.

k. Rental charges consistent with the most recent Blue Book on all necessary temporary facilities and equipment, exclusive of hand tools used on site, whether rented from the GC/CM or elsewhere. Such rental charges include operation, installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs, that are used in the support of a subcontractor or the GC/CM's own forces in the performance of the work.

l. Subject to Montana Code, sales, use, gross receipts or similar taxes paid by the GC/CM or its subcontractors related to allowable direct costs of a GMP, legally imposed by any governmental authority.

m. Costs incurred because of an emergency affecting the safety of persons and property to the extent they are reasonable and fully documented and supported by appropriate backup documentation and are not caused by any act or failure to act by GC/CM, its employees, agents, subcontractors or suppliers of any tier.

n. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools in excess of $100 each not customarily owned by the workers, which are provided by GC/CM at the site, whether rented from GC/CM or others, and incurred in the direct performance of the work.

o. Costs for logistical control of the site, including horizontal and vertical transportation of materials, temporary roads, and parking space for craft labor.

p. Direct permit costs on a receipted actual cost basis of the necessary approvals, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

q. Costs of all necessary surveys and required reports.

r. Other costs necessarily incurred directly in the performance of the work if, and to the extent, approved in advance in writing by Billings.

D. Payments associated with contract modifications during construction will be made in accordance with the construction documents.

E. Requests for payments associated with the construction will be reviewed and paid in accordance with the construction documents.

6.02 GC/CM General Conditions Costs

A. During the construction services period, Billings will pay General Conditions Costs submitted by the GC/CM in individual payment applications based on an evaluation against the definition of General Conditions Costs at Section 2.09 of this contract. The GC/CM has presented these costs based on an assumed GMP and schedule in their Price Proposal dated July 28, 2023 as provided in Appendix D – Schedule of Rates and Fees. Adjustments to the GMP and/or the Project Schedule made by the Project Team may result in a General Conditions Costs change.

Section 7. Billings's Responsibilities

7.01 Billings, at no cost to the GC/CM, will furnish the following information:

A. Data Billings determines pertinent to the project; however, the GC/CM will be responsible for searching records and requesting information it deems reasonably required for the project.

B. All available information pertaining to relevant policies, standards, criteria, studies, etc.

7.02 Billings additionally will:

A. Contract separately with one or more Engineers to provide engineering design services for the project. The GC/CM will have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to Billings and Engineer.

B Supply, without charge, all necessary electronic format (PDF) copies of reports, background documents, drawings, and specifications, and addenda reasonably required by the GC/CM.

C. Provide the GC/CM with adequate information in its possession or control regarding Billings' requirements for the project.

D. Give prompt written notice to the GC/CM when Billings becomes aware of any default or defect in the project or non-conformance with the drawings and specifications or GMP Documents, or any of the services required hereunder. Upon notice of failure to perform, Billings may provide written notice to GC/CM that it intends to terminate the agreement unless the problem cited it cured, or commenced to be cured, within three days or GC/CM's receipt of such notice.

E. Notify the GC/CM of changes affecting the budget allocations.

Section 8. Contract Conditions

8.01 Completeness and Accuracy of GC/CM's work

A. The GC/CM will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other preconstruction Deliverables prepared or compiled pursuant to its obligations under this agreement and will at its sole own expense correct its work or Deliverables. Any damage incurred by Billings as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the GC/CM to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a GC/CM in Billings, MT would exercise under similar

conditions. The fact that Billings has accepted or approved the GC/CM's work or Deliverables will in no way relieve the GC/CM of any of its responsibilities under the agreement, nor does this requirement to correct the work or deliverable constitute a waiver of any claims or damages otherwise available by law or contract to Billings. Correction of errors, omissions and acts discovered on architectural or engineering drawings and specifications shall be the responsibility of the Engineer.

8.02 Project Staffing

A. Prior to the start of any services or deliverable under this agreement, the GC/CM will submit to Billings, an organization chart for the GC/CM staff and subconsultants and detailed resumes of key personnel that will be involved in performing the services prescribed in the contract. Unless, otherwise informed, Billings hereby acknowledges its acceptance of such personnel to perform such services under this agreement. In the event the GC/CM desires to change such key personnel from performing such services under this agreement, the GC/CM will submit the qualifications of the proposed substituted personnel to Billings for prior approval. Key personnel will include, but are not limited to, Project Manager, Preconstruction Manager, Procurement Manager, Construction Manager, Lead Construction Superintendent, Quality Manager, Safety Manager and those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and subcontractor and major supplier selection/bidding.

8.03 Subconsultants

A. Prior to beginning the work or deliverable, the GC/CM will furnish Billings for approval, the names of all subconsultants to be used on this project. Subsequent changes are subject to the approval of Billings.

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

City of Billings

_____
William A. Cole, Mayor

Date:_____

ATTEST:

_____
City Clerk

Date:_____

Contractor

_____

Name: KYLE KLETZ
Title: VICE PRESIDENT
Date: 8/9/2023

IRS Tax ID # 81-0380463

APPROVED AS TO FORM:

By_____
Stacy Tenney, Deputy City Attorney

Appendix A

Basic Services of Contractor
City of Billings W.O. 19-42, West End Water Treatment Plant Project

Section 1. Contractor's Rights and Duties.

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

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

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

D. Contractor's work shall present City, State, and National standards and policies currently in use.

E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121, 18-2-122, and 18-2-501 to 503 and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

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

G. Name a Task Director who shall be the liaison between Billings and the Contractor. For this project the Task Director designated for the Contractor is Aaron Byron working under the Principal-in-Charge, Kyle Kastelitz.

Section 2. Billings Rights and Duties.

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

B. Name a Task Director who shall be the liaison between the Contractor and Billings. For this project, the Task Director designated is Randy Straus working under the City Engineer, Mac Fogelsong.

Section 3. Scope of Work.

Project Kickoff Meeting

- Project team introductions, expectations, communication control plan
- Review current project development status and discuss the overall approach to the project.

60% Activities

- Engagement within bi-weekly design meetings. Lead discussions and development of cost changes, schedule changes, procurement activities, permitting and risk. Include a live cost tracking spreadsheet review during each bi-weekly design meeting.
- Provide input on locations of staging areas, site access, and project phasing including early work packages.
- Assist the team with decisions that include cost and constructability. Provide input and opinions of probable cost.
- Team engages in ongoing efforts to optimize design.
- Team meeting with permitting agencies to discuss submittals and organization.
- Contractor to prepare and submit 60% innovation and risk register, and construction schedule.

90% Activities

- Engagement within bi-weekly design meetings. Lead discussions and development of cost changes, schedule changes, procurement activities, permitting and risk. Include a live cost tracking spreadsheet review during each bi-weekly design meeting.
- Team workshop to evaluate project constructability, innovations, and cost reduction opportunities. Provide opinion of probable cost savings or increases for each value engineering idea developed by the team.
- Assist the team with decisions that include cost and constructability. Provide input and opinions of probable cost.
- Participate in team public involvement, including meetings as needed.
- Team engages in ongoing efforts to optimize design.
- Team meeting with permitting agencies to discuss submittals and coordination.
- Review 90% design drawings and specifications provided by Engineer.
- Contractor to prepare and submit 90% cost estimate along with innovation and risk register, and construction schedule.
- Development of a GMP at the 90% or 100% design development level.
- Workshop to review project constructability and 90% cost estimate, including approach to pricing, quantity reconciliation, and estimate reconciliation

100% Activities

- Engagement within bi-weekly design meetings. Lead discussions and development of cost changes, schedule changes, procurement activities, permitting and risk. Include a live cost tracking spreadsheet review during each bi-weekly design meeting.

- Team workshop to evaluate project constructability, innovations, and cost reduction opportunities. Provide opinion of probable cost savings or increases for each value engineering idea developed by the team.
- Assist the team with decisions that include cost and constructability. Provide input and opinions of probable cost.
- Participate in team public involvement, including meetings as needed.
- Team engages in ongoing efforts to optimize design.
- Team meeting with permitting agencies to discuss submittals and coordination.
- Review 100% design drawings and specifications provided by Engineer and provide any changes that were not represented in the GMP.
- Contractor to prepare and submit 100% cost estimate along with innovation and risk register, construction schedule, and changes from the 90% construction cost estimate and schedule.
- Workshop to review project constructability and 100% cost estimate, including approach to pricing, quantity reconciliation, and estimate reconciliation.

Appendix B

Methods and Times of Payment
City of Billings W.O. 19-42, West End Water Treatment Plant Project

Section 1. Payments for Basic Services.

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

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

For services rendered prior to construction, Appendix A, the Contractor shall be paid based upon actual time accrued in accordance with the preconstruction services fee contained in Appendix D – Schedule of Rates and Fees, but not to exceed One Hundred Five Thousand and NO/100 Dollars ($157,500.00).

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

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

Section 3. Corrections.

Should the Contractor fail to correct work in accordance with the contract documents, thereby making it necessary for Billings to correct the work, the costs of Billings' work shall be deducted from payments due the Contractor.

Section 4. Fee Increases

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

Appendix C

Additional Services of Contractor
City of Billings W.O. 19-42, West End Water Treatment Plant Project

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

Appendix D

Schedule of Rates and Fees
City of Billings W.O. 19-42, West End Water Treatment Plant Project

This section includes the preconstruction services fee proposal, the Construction Services Fee, and the General Conditions Costs submitted by the Contractor and accepted by the City of Billings.

The preconstruction services fee proposal is based on the attached schedule of rates and fees for Dick Anderson Construction's key preconstruction services personnel and an estimated level of effort for these personnel to perform the Scope of Work included in Appendix A, Section 3.

The Construction Services Fee is the binding and enforceable promise of the GC/CM that will not be modified or renegotiated as a result of adjustments in the Cost of the Work. The Construction Services Fee will apply for all construction packages during the period of construction services regardless of the magnitude of the accepted GMP Proposal.

During the construction services period, Billings will pay General Conditions Costs submitted by the GC/CM in individual payment applications based on an evaluation against the definition of General Conditions Costs at Section 2.09 of this contract. The GC/CM has presented these costs based on an assumed GMP and schedule in their Price Proposal dated July 28, 2023. Adjustments to the GMP and/or the Project Schedule made by the Project Team may result in a General Conditions Costs change.

The basis of the preconstruction services fee proposal, the Construction Services Fee, and the General Conditions Costs are described the project's Request for Qualifications and Proposals (RFQ&P), clarified in RFQ&P Addendum No. 1 (July 13, 2023) and No. 2 (July 25, 2023).

Dick Anderson Construction's Statement of Qualifications and Technical Proposal dated July 28, 2023 are not attached but are part of this contract.

DICK ANDERSON CONSTRUCTION

8/8/2023

City of Billings
Attention: Randy Straus, PE
City Engineer's Office
2224 Montana Avenue
Billings, MT 59101

RE: **Phase 1 – Key Personnel Hourly Rates and Estimated Not to Exceed Cost Proposal**
W.O. 19-42 West End Water Treatment Plant Project

Dear Mr. Straus and Members of the Selection Panel,

Dick Anderson Construction proposes the following for Key Personnel Rates and Estimated Cost Proposal for Phase 1 Preconstruction Services.

Key Personnel Hourly Rate		
Project Principal	$125.00	/Hour
Pre-Construction Director	$125.00	/Hour
Project Manager	$105.00	/Hour
Superintendent	$97.50	/Hour
Estimator	$81.00	/Hour

Estimated Cost for Phase 1 - Preconstruction Services

Estimated Duration 20 Weeks

Description	Est. Duration (Wks.)	Est. Hr. / Week	Est. Total Hr.	Est. Cost
Project Principal	20	7.5	150	$18,750.00
Pre-Construction Director	20	7.5	150	$18,750.00
Project Manager	20	45.0	900	$94,500.00
Superintendent	20	3.0	60	$5,850.00
Estimator	20	7.5	150	$12,150.00
Allowance for Reimbursable (Travel Expenses, Blue Prints, Etc.)				$7,500.00
			Total Estimated Phase 1 GMP	**$157,500.00**

Preconstruction Services are based off a 20-week duration. Estimated pre-construction services duration may by subject to adjustment, if further expectation is provided by the City of Billings. Appendix A has been reviewed, DAC expects to enter into similar Preconstruction Agreement as W.O. 19-12 West End Reservoir Project.

Thank you again for time and consideration.

Kyle Kastelitz
Civil Vice President

4512 South Frontage Rd
PO Box 31511
Billings, MT 59101

daconstruction.com
Always Part of the Solution

DICK ANDERSON CONSTRUCTION

July 28, 2023

City of Billings
Attention: Randy Straus, PE
City Engineer's Office
2224 Montana Avenue
Billings, MT 59101

RE: DAC Construction Service Fee for W.O. 19-42 West End Water Treatment Plant Project

Dear Mr. Straus and Members of the Selection Panel,

Dick Anderson Construction's (DAC's) proposed Construction Service Fee for the City of Billings W.O. 19-42 West End Water Treatment Plant Project is 7.95%. The Construction Service Fee is understood to cover Administrative Costs, Home Office Overhead, and Profit allocated to the project, as noted in Section 3.9.

Thank you for your time and consideration.

Kyle Kastelitz
Civil Vice-President

DICK ANDERSON CONSTRUCTION

July 28, 2023

City of Billings
Attention: Randy Straus, PE
City Engineer's Office
2224 Montana Avenue
Billings, MT 59101

RE: DAC General Condition Cost for W.O. 19-42 West End Water Treatment Plant Project

Dear Mr. Straus and Members of the Selection Panel,

Dick Anderson Construction's (DAC's) proposed General Condition Cost for the City of Billings W.O. 19-42 West End Water Treatment Plant Project is based on a $65,000,000 GMP with a 28-month Construction Schedule. DAC's monthly General Condition Cost will be $105,750, equating to 4.55%. Attached is an itemized breakdown of the DAC's General Condition Cost.

Thank you for your time and consideration.

Kyle Kastelitz
Civil Vice-President

MONTHLY GENERAL CONDITION COST:

Office & Yard Expense:	Monthly Amount	Total For 28 Month
CM Field Office, Furniture & Furnishings	$ 4,975.00	$ 139,300.00
Office Supplies	$ 100.00	$ 2,800.00
Field Office Equipment & Maintenance	$ 100.00	$ 2,800.00
Jobsite Radios & Beepers	$ 150.00	$ 4,200.00
Copy Machine & Maintenance	$ -	$ -
Computers & Fax Usage Software & Maintenance	$ 2,250.00	$ 63,000.00
Field Office Telephone & Long Distance	$ 1,000.00	$ 28,000.00
Office Janitorial	$ -	$ -
Postage, Messenger & Express Mail	$ -	$ -
Plans & Specification (sets per bid package)	$ 50.00	$ 1,400.00
Scheduling Expenses	$ -	$ -
Construction Photos & Supplies	$ -	$ -
Job Travel	$ 250.00	$ 7,000.00
Job Meetings & Ceremony Expense	$ 200.00	$ 5,600.00
Partnering Sessions	$ -	$ -
Construction Trade Training Program	$ -	$ -
Record Drawings Expense	$ -	$ -
Audit	$ -	$ -
Records Storage	$ -	$ -
Public Information Program (Site Signage)	$ 150.00	$ 4,200.00
Support Equipment, Safety, & Tooling	$ 17,200.00	$ 481,600.00
Subtotal:	**$ 26,425.00**	**$ 739,900.00**
Consturction Management Labor:		
Project Manager Cost	$ 20,500.00	$ 574,000.00
Superintendent Cost	$ 20,900.00	$ 585,200.00
Project Controls Engineer Cost	$ 18,100.00	$ 506,800.00
Quality Controls Engineer Cost	$ 18,100.00	$ 506,800.00
Safety Office Labor	$ 1,700.00	$ 47,600.00
Subtotal:	**$ 79,300.00**	**$ 2,220,400.00**
TOTAL:	**$ 105,725.00**	**$ 2,960,300.00**

Monthly General ConditionCost	$ 105,725.00
Total General Condition Cost	$ 2,960,300.00
CG % @ $65,000,000 GMP	4.55%

Appendix E

Project Schedule
City of Billings W.O. 19-42, West End Water Treatment Plant Project

Based on a notice to proceed by Billings date no later than August 28, 2023, the completion date for the Contractor's work through preconstruction services shall be no later than June 30, 2024 based on the following estimated schedule of work:

• Project Kickoff Meeting	September 7, 2023
• Submit 60% Initial Cost Model and Schedule	October 9, 2023
• 90% Design Deliverable Completed	October 23, 2023
• Submit 90% GMP, CMP, Sch, RR & Cost Flow Projection	December 4, 2023
• City Council Approval	January 8, 2023
• Issued for Construction Deliverables, NTP	January 22, 2024

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

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

Appendix F

Certificate(s) of Insurance
City of Billings W.O. 19-42, West End Water Treatment Plant Project

(Attach Certificate(s) of Insurance)

DICKAND-01 BDUDLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/7/2023

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

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

PRODUCER	CONTACT NAME:	
Butte Office PayneWest Insurance, a Marsh McLennan Agency LLC Company PO Box 3089 Butte, MT 59702	PHONE (A/C, No, Ext): (406) 494-8000	FAX (A/C, No): (406) 494-7641
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Cincinnati Insurance Company	10677
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Dick Anderson Construction, Inc.
4512 South Frontage Road
Billings, MT 59101

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	ZAGLB9233505	10/1/2022	10/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	ZACAT9252705	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X	X	ZAULP5207301	10/1/2022	10/1/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	ZAWCI9423605	10/1/2022	10/1/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Addl Excess Liab	X	X	EXS 0470309	10/1/2022	10/1/2023	Each Occurrence	10,000,000

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

Where and to the extent required by written contract and where permissible by law:
General Liability Additional Insured, Primary and Non-Contributory, Ongoing and Completed Operations per forms CG2010, CG2037, and CG2032 with Waiver of Subrogation per form CG2404.

Auto Liability Additional Insured, Primary and Non-Contributory per forms 00CA007000 and CA0449 with Waiver of Subrogation per form CA0444

Excess Liability policy is follow form and is over Auto Policy, General Liability Policy and Employers Liability Policy.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Billings
2224 Montana Ave
Billings, MT 59101

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brianna M Dudley

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AGENCY CUSTOMER ID: DICKAND-01 BDUDLEY

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Butte Office	Dick Anderson Construction, Inc. 4512 South Frontage Road Billings, MT 59101
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Workers' Compensation Waiver of Subrogation per form WC000313. Workers Compensation/ Employers Liability applies to all states except ND, OH, WA, WY. Stop Gap applies for States: ND, WA, WY, OH per forms WC000303C and WC340301C

RE: W.O. 19-42 West End Water Treatment Plant Project

Notice of Cancellation per form 00ML008700

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS -- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES EXCEPT PARTICIPANTS OF CONTROLLED INSURANCE PROGRAMS, WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.	ALL LOCATIONS AND PROJECTS OF THE INSURED

A. **Section II ---- Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS -- COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL PARTIES EXCEPT PARTICIPANTS OF CONTROLLED INSURANCE PROGRAMS, WHERE REQUIRED BY A WRITTEN CONTRACT. THISINSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.	ALL LOCATIONS AND PROJECTS OF THE INSURED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II -- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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INSURED COPY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE SPECIFICALLY AGREED IN WRITING TO PROVIDE ADDITIONAL INSURED STATUS UNDER THIS POLICY.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

 © Insurance Services Office, Inc., 2008 ☐

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE SPECIFICALLY AGREED IN WRITING TO PROVIDE ADDITIONAL INSURED STATUS UNDER THIS POLICY.

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9252705

Named Insured: DICK ANDERSON CONSTRUCTION, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2022 Policy No. ZAWCI9423605 Endorsement No.

Insured DICK ANDERSON CONSTRUCTION, INC. Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

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EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.

B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover

13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

Schedule

States

ND **WA** **WY**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10-01-22** Policy No. **ZAWCI9423605** Endorsement No.

Insured **DICK ANDERSON CONSTRUCTION,** Premium $ **INCL.**

Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By _____

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OHIO EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in Ohio.

A. Part One (Workers Compensation Insurance) does not apply to work in Ohio.

B. Part Two (Employers Liability Insurance) applies to work in Ohio as though it were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. **Exclusions** is changed by adding these exclusions.

C. **Exclusions**

This insurance does not cover:

5. bodily injury intentionally caused or aggravated by you, or bodily injury resulting from an act which is determined to have been committed by you with the belief that an injury is substantially certain to occur;
14. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of Ohio or otherwise fail to comply with that law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-01-22 Policy No. ZAWCI9423605 Endorsement No. 001

Insured DICK ANDERSON CONSTRUCTION, Premium $ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZAWCI9423605

Named Insured: DICK ANDERSON CONSTRUCTION, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: ZACAT9252705

Named Insured: DICK ANDERSON CONSTRUCTION,

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: ZAGLB9233505

Named Insured: DICK ANDERSON CONSTRUCTION,

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-22

City Council Regular

Date:	08/28/2023
Title:	Purchase of 2 Automated Side-Load Collection Trucks
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends purchasing two (2) automated sideloaders from SWS Equipment, LLC in the amount of $859,638.56.

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

The purchase of two (2) automated side-load collection trucks is included in the approved FY24 Equipment Replacement Plan (ERP) and FY24 Solid Waste budget. Solid Waste is utilizing the Sourcewell cooperative contract for this purchase as pricing is similar to competitive bid pricing. These trucks will replace trucks with high mileage. However, Public Works intends to retain the old trucks until the route optimization implementation is complete, and it is determined which trucks are needed. If we later find the older trucks are not needed, the City will sell or trade the trucks during the next truck purchase process.

ALTERNATIVES

City Council may:

- Approve; the purchase with SWS Equipment, LLC for $859,638.56 or,
- Not Approve the purchase. If council doesn't approve the purchase our current fleet will continue to age and repair cost and downtime will go up, and customer service will suffer.

FISCAL EFFECTS

The trucks are budgeted in FY 24 using Solid Waste funds. The purchase amount is more than budgeted by approximately $60,000 due to not trading in the current trucks. Public Works will utilize savings from other solid waste equipment purchases or capital projects to fund the overage.

City Council Regular

Date:	08/28/2023
Title:	Commercial Aviation Ground Lease with Edwards Jet Center Montana, Inc.
Presented by:	Jeff Roach
Department:	Airport
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends City Council approval of the Commercial Aviation Ground Lease with Edwards Jets Center Montana, Inc (EJC) for a twenty-five (25) year term, beginning September 1, 2023 and expiring on August 31, 2048, and a new Memorandum of Commercial Aviation Ground Lease to be utilized for recording purposes. Staff also recommends City Council authorize the City Administrator to sign a new Lessor's Consent to Assignment of Lessee's Interest in Lease to Secure Bank Loan once EJC finalizes its financing details.

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

Edwards Jet Center (EJC) is a Fixed Based Operator (FBO) at the Airport, providing aviation support operations for both commercial airlines, general aviation, and charters. EJC has a number of leases at the Airport that provide space for its various aviation support activities. One of EJC's leases is for the ground space for a large hangar and airfield ramp space on the west end of the airport. EJC subleases space in this hangar to a number of airport tenants for a variety of aviation uses. EJC purchased the current hangar from a previous tenant in 2011. The hangar is starting to deteriorate and no longer meets EJC's operational needs. EJC intends to demolish the old hangar in the near future and replace it with a modern structure that better meets their needs and the requirements of newer aircraft. EJC has been discussing options for improvements and replacement of the old hangar; however, they did not have a formal proposal ready for consideration when the previous lease was expiring. In order not to lose the space, EJC requested a short-term lease term of one year, in order to provide time to formalize a proposal for future use of this space. This short-term lease is the lease that expires August 31, 2023.

EJC has now determined the space it needs for its new hangar and ramp development, is in the process of finalizing the building design, and is requesting a new lease for space for this development. The new Commercial Aviation Ground Lease will be for a twenty-five (25) year term, beginning September 1, 2023 and expiring on August 31, 2048. The new leased parcel will comprise 106,063.90 square feet and retain the 2491 Overlook Drive address. Additionally, the new lease also includes the 2,000 SF parcel for EJC's self-fueling facility that will remain in place and in use. EJC estimates that demolition of the old hangar, site preparation, and construction of the new hangar/ramp development will begin sometime in 2024. EJC also plans to finance the new development, at which time both parties to the lease will need to execute a new Lessor's Consent to Assignment of Lessee's Interest in Lease to Secure Bank Loan once the financing details are finalized.

ALTERNATIVES

City Council may:

- Approve a new twenty-five year lease with Edwards Jet Center Montana, Inc; or,
- Not Approve a new twenty-five year lease with Edwards Jet Center Montana, Inc.

FISCAL EFFECTS

The annual rental revenue for the first year of the new lease will be $34,829.04. The rental rate will be adjusted on an annual basis each September on the anniversary date, using the average of the monthly percentage increases for the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics.

City Council Regular

Date:	08/28/2023
Title:	Downtown Revolving Loan Sturm & Drake Building
Presented by:	Donna Hjelm
Department:	Finance
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

The members of the Sturm & Drake Development LLC have requested a loan from the Downtown Revolving Loan fund for the amount of $125,000. We will have a second position on the property after Western Security Bank and the members will be providing personal guarantees as well. The Downtown Revolving loan committee conferred over email and after discussions about the members personal investments in the fund, have moved forward to recommend this loan be approved by City Council.

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

Sturm & Drake Development LLC has purchased the building located at 14 N. 29th Street in Billings. They have remodeled the existing building to update the apartments on the second floor. They have retail and storage space on the main floor. Hannesson Home and a beauty salon occupy the retail space at this time.

STAKEHOLDERS

Stakeholders in Sturm & Drake Development LLC are as follows:
Matt Robertson
Haley Vanatta
Katherine Almanza
Ethan Kanning
Benjamin Rose
Brenda McNaney
Christian & Jessica Hannesson
Kevin Kraft
Brandon Wegner

ALTERNATIVES

City Council may:

- Approve; the current request of a loan of $125,000.00
- Not Approve the loan and Sturm & Drake Development LLC will have to secure other financing on their own.

FISCAL EFFECTS

Approval of this loan will decrease the cash in the Downtown Revolving Loan fund by $125,000.00 The current balance of cash in this fund at 8/17/2023 is approximately $1,895,000.00. Current interest rate for this loan fund is 5.25% and will be updated in October.

Attachments

Sturm & Drake

REVOLVING LOAN COMMITTEE LOAN APPROVAL ITEMS
Sturm & Drake Development LLC

1	Loan amount	$ 125,000
2	Ratio of loan to project costs	
3	Percent of owner equity required	20%
4	Interest rate	5.25%
5	Interest rate is annually adjusted to Wall Street Journal Prime less 100 basis points as of the last business day in September.	
6	Term of loan in years	10
7	Balloon payment at term	$78,926.96
8	Monthly payment based on:	
	Payment calculated	$845.00
	Calculation term	20 year amortization
	Minimum interest rate if actual loan rate is less than 5%	
9	Collateralized by a deed of trust	YES
10	What will the deed of trust be subordinate to?	
	Western Security Bank	$1,504,162.31
11	Personal guarantees	
	All Members will provide	
12	UCC security interest required on fixtures, furniture, and equipment?	NO

City Council Regular

Date:	08/28/2023
Title:	Cancellation of Checks and Warrants Stale Dated
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	n/a

RECOMMENDATION

Staff recommends that the City Council authorize canceling stale dated outstanding checks and warrants.

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

The Finance department annually reviews outstanding checks and warrants. Under State law MCA 7-6-4303, City Council has the authority to cancel municipal checks and warrants that have remained outstanding or unpaid for a period of one year. Vendors, city employees, and former employees were notified that they had outstanding checks and were given the option to have a check reissued. The remaining checks to be canceled are those which no response was received.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

If approved, the checks will be voided in the system and the money returned to the dispensing departments.

FISCAL EFFECTS

The amounts contained in the canceled checks and warrants will revert to the affected funds, totaling $699.14 for the A/P checking and $158.13 for Payroll checking. Employees and vendors were notified and given the opportunity to have their checks reissued. The final cancelations may not exactly match the attachment, as payees may still be responding and checks that are reissued will not be canceled.

Attachments

Stale checks

VOIDED CHECKS TO C. COUNCIL- AUGUST 2023
ACCOUNTS PAYABLE CHECKS TO BE VOIDED

Check #	Date	Name	Amount	Fund
851261	04/11/2022	Mitchell, Bradley	60.00	Engineering
		Billings Extinguishing Systems		
848489	12/20/2021	Technology Inc.	158.25	Fire
852052	05/09/2022	Trevor Smith	52.89	Library
846973	10/18/2021	Jarren Stone	12.00	Municipal Court
849199	01/18/2022	Jacob Morris	12.00	Municipal Court
850188	02/28/2022	Cyd Babb	12.00	Municipal Court
850216	02/28/2022	Greg Moos	12.00	Municipal Court
850229	02/28/2022	James Lewis	12.00	Municipal Court
850244	02/28/2022	Kyle Wendt	12.00	Municipal Court
850291	02/28/2022	Ryan Gentry	12.00	Municipal Court
850388	03/07/2022	Donald Bennett	12.00	Municipal Court
847245	10/25/2021	Matthew Schrotenboer	12.00	Municipal Court
848725	12/28/2021	Hauck, Gary	10.00	Parking
853263	06/20/2022	SAYLOR, AUSTIN	10.00	Parking
848699	12/28/2021	Dalynn Old Bull	150.00	Parks & Rec
849371	01/24/2022	Linae Turnsplenty	150.00	Parks & Rec
		TOTAL	699.14	

VOIDED CHECKS TO C. COUNCIL- JUNE 2023
PAYROLL CHECKS TO BE VOIDED

Check #	Date	Name	Amount	
32683	08/16/2019	Robert Huppert	112.92	0100-51250
32822	08/30/2019	Devon Sikora	13.58	0100-51250
35477	09/24/2021	Tanner Fischer	31.63	2110-31320
		Total	158.13	

VOIDED CHECKS TO C. COUNCIL- JUNE 2023
HEALTH CLAIMS CHECKS TO BE VOIDED

Check #	Date	Name	Amount

Total	0.00

City Council Regular

Date:	08/28/2023
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.

This final plat was postponed after consideration of a written request from the developer at the August 14th City Council meeting. The delay did not create any changes to the final plat application process. In other words, no development related changes were considered during the delay.

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 finds the final plat is in compliance with the requirements of state statutes, conditions of approval and local regulations. City Council should approve the final plat.

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_____.

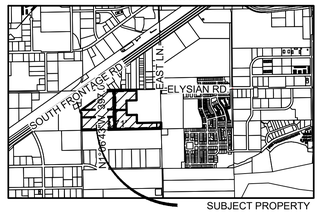
CITY OF BILLINGS, MONTANA

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

CLERK AND RECORDER FILING INFORMATION

BILLINGS, MONTANA



SUBJECT PROPERTY

VICINITY MAP
NOT TO SCALE

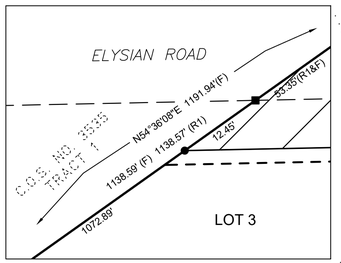
1/4	SEC.	T.	R.
☒	24	1S.	25E.

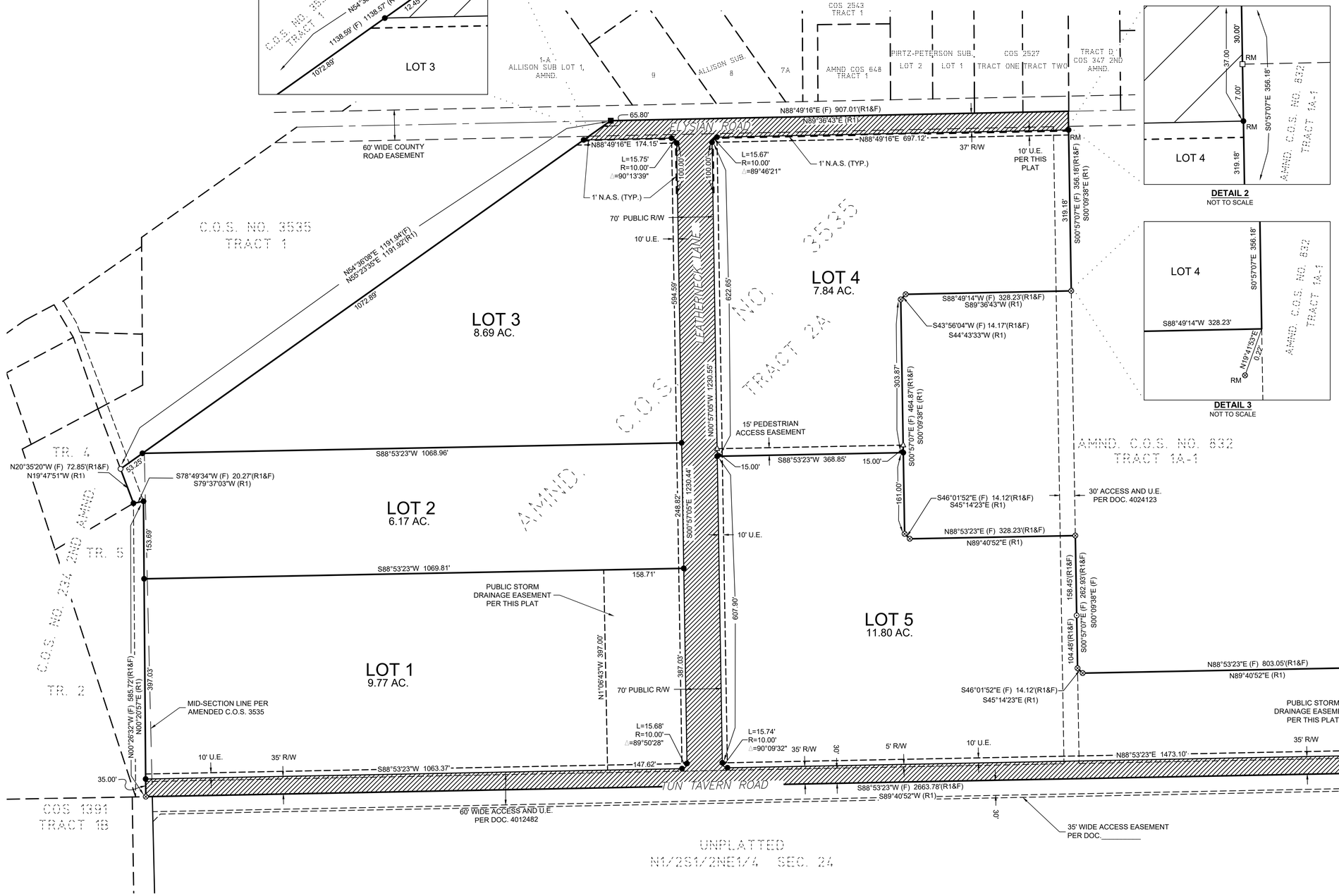
FINAL PLAT AND CONDITIONS OF APPROVAL OF

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

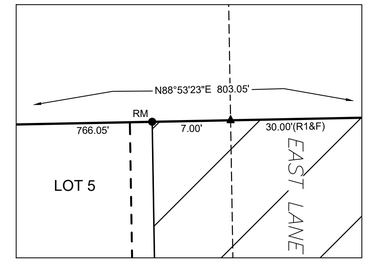


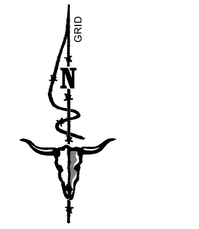


DETAIL 2
NOT TO SCALE

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:
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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

Table of Contents

City of Billings, Montana

I.	Variances	Page 2
II.	Property Conditions and Information for Lot Purchasers	Page 2
III.	Transportation	Page 3
	A. Streets	Page 4
	B. Sidewalks	Page 5
	C. Street Lighting	Page 5
	D. Traffic Control Devices	Page 6
	E. Access	Page 6
	F. Heritage Trail Plan	Page 6
	G. Public Transit	Page 6
IV.	Emergency Services	Page 6
V.	Storm Drainage	Page 7
VI.	Utilities	Page 7
	A. Water	Page 8
	B. Sanitary Sewer	Page 8
	C. Power, Telephone, Gas, and Cable Television	Page 8
VII.	Parks/Open Space	Page 9
VIII.	Irrigation	Page 9
IX.	Soils/Geotechnical Study	Page 9
X.	Phasing of Improvements	Page 9
XI.	Financial Guarantees	Page 10
XII.	Legal Provisions Applying to Subdivider	Page 10

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:	08/28/2023
Title:	Miller Crossing Subdivision, 4th Filing - Final Minor Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-23-00082

RECOMMENDATION

Staff recommends to the City Council that the Final Plat of Miller Crossing Subdivision, 4th Filing be approved.

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

On August 3, 2023, Performance Engineering applied for final minor plat approval of Miller Crossing Subdivision, 4th Filing. The proposed subdivision creates 5 lots for development.The subject property is generally located south of King Avenue East and east of South Billings Boulevard. The land is currently v acant commercial subdivision land. 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 disapprove the final plat of Miller Crossing Subdivision, 4th Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows:

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
Conditions of Approval

PLOTSTANDARD BW.CTB 7/31/2023 12:45:20 PM

PLAT OF

MILLER CROSSING SUBDIVISION, 4TH FILING

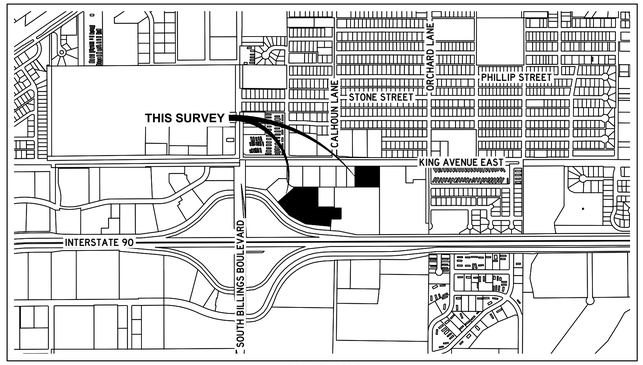
BEING LOT 6A OF THE AMENDED PLAT OF LOTS 3, 4, 5, & 6, BLOCK 1 OF MILLER CROSSING SUBDIVISION, 2ND FILING AND LOTS 9A-1 AND 10A-1 OF THE THIRD AMENDED MILLER CROSSING SUBDIVISION, 2ND FILING LOCATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 01 SOUTH, RANGE 26 EAST, P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : SQUARE 106, LLC

PREPARED BY : PERFORMANCE ENGINEERING, LLC

TOTAL ACRES IN SUBDIVISION : ± 8.84 ACRES

JULY 2023



VICINITY MAP
NOT TO SCALE

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL BY THESE PRESENTS: That the undersigned owners of the following described tract of land, do hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks, and streets as shown on the annexed plat, said tract being situated in the NW 1/4 of Section 16, Township 01 South, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana, said tract being more particularly described as Lot 6A of the Amended Plat of Lots 3, 4, 5, & 6, Block 1 of Miller Crossing Subdivision, 2nd Filing (Document No. 3512189) and Lots 9A-1 and 10A-1 of the 3rd Amended Miller Crossing Subdivision, 2nd Filing (Document No. 3684842), containing a gross and net area of 8.84 acres, more or less.

Said tract to be known and designated as MILLER CROSSING SUBDIVISION, 4TH FILING.

Pursuant to 76-3-621(3)(b), there is no parkland dedication as all created parcels will be nonresidential.

Square 106, LLC

_____
Title_____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, the _____ of Square 106, LLC, known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

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 ATTORNEY

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

_____ _____
Date Reviewed By

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting.

Dated this _____ day of _____, 20_____.

Reviewed by _____

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that the foregoing plat conforms with Section 76-4-125(1)(d), MCA for the removal of sanitary restrictions since the plat and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

Dated this _____ day of _____, 20_____.

_____
Reviewed By
City Engineer's Office

CERTIFICATE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the plat of MILLER CROSSING SUBDIVISION, 4TH FILING and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved and the dedication to public use 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 COUNTY TREASURER

I hereby certify, pursuant to Section 76-3-611 MCA, that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land have been paid.

Dated this _____ day of _____, 20_____.

_____
Yellowstone County Treasurer

CERTIFICATE OF SURVEYOR

I, the undersigned Mark W. Kadrmas, Registered Land Surveyor, do hereby certify that this survey was done under by direct supervision of a tract of land located in the NW 1/4 of Section 16, Township 01 South, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana, said tract being more particularly described as Lot 6A of the Amended Plat of Lots 3, 4, 5, & 6, Block 1 of Miller Crossing Subdivision, 2nd Filing (Document No. 3512189) and Lots 9A-1 and 10A-1 of the 3rd Amended Miller Crossing Subdivision, 2nd Filing (Document No. 3684842).

Said tract containing a gross and net area of 8.84 acres, more or less.

Said tract is subject to all easements and right-of-ways of record or apparent on the ground.

This survey was conducted in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-625, MCA.

MONTANA
MARK W. KADRMAS
No. 51414 LS
LICENSED LAND SURVEYOR

_____
Mark W. Kadrmas, PLS 51414LS
Registered Land Surveyor
State of Montana

BASIS OF BEARINGS

Bearings are based on a low distortion Lambert Conformal Conic single parallel projection with parameters as follows:

Latitude of Origin : 45° 47' 00" N
Longitude of Origin : 108° 25' 00" W
Mapping Scale Factor : 1.0001515

Distances are ground.

SURVEYOR'S NOTE

Unless otherwise noted, record distances between found monuments shown hereon are within local accepted practice.

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No. _____

CONSENT TO PLATTING

Document No._____

CLERK AND RECORDER FILING INFORMATION

SHEET 1 OF 2

C:\Users\KinsleeTodd\PEC Billings Dropbox\Square 106 LLC\2022-043 Miller Crossing Minor Sub\CAD\DWG\Plat\22-043 MC Minor Plat.dwg

PLAT OF

MILLER CROSSING SUBDIVISION, 4TH FILING

BEING LOT 6A OF THE AMENDED PLAT OF LOTS 3, 4, 5 & 6, BLOCK 1 OF MILLER CROSSING SUBDIVISION, 2ND FILING AND LOTS 9A-1 AND 10A-1 OF THE THIRD AMENDED MILLER CROSSING SUBDIVISION, 2ND FILING LOCATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 01 SOUTH, RANGE 26 EAST, P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : SQUARE 106, LLC

PREPARED BY : PERFORMANCE ENGINEERING, LLC

TOTAL ACRES IN SUBDIVISION : ± 8.84 ACRES

JULY 2023

CLERK AND RECORDER FILING INFORMATON

LEGEND

- FOUND PROPERTY CORNER, AS DESCRIBED
- SET PROPERTY CORNER, 5/8" REBAR W/ PEC CAP
- SURVEY BOUNDARY
- PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE

KING AVENUE EAST

R.O.W. VARIES

PRIVATE ROAD

PRIVATE ROAD

PRIVATE ROAD

INTERSTATE 90 RAMP

LOT 1, BLOCK 1 ~ MILLER CROSSING SUBDIVISION ~

LOT 1

LOT 2 ~ MILLER CROSSING SUBDIVISION, 2ND FILING ~

LOT 3A

LOT 4A

LOT 5A ~ MILLER CROSSING SUBDIVISION, 2ND FILING ~

LOT 7A-1 ~ 3rd AMENDED MILLER CROSSING SUBDIVISION, 2ND FILING ~

LOT 8A-1 ~ 3rd AMENDED MILLER CROSSING SUBDIVISION, 2ND FILING ~

LOT 2A-4 ~ MILLER CROSSING SUBDIVISION ~

LOT 2A-3A ~ MILLER CROSSING SUBDIVISION ~

TRACT 1 ~ COS 2655 ~

TRACT 1 ~ COS 2655 ~

~ BLOCK 1 ~

~ BLOCK 2 ~

Lot : 1
94202.SQ FT
2.163 ACRES

Lot : 2
71423.SQ FT
1.640 ACRES

Lot : 3
119973.SQ FT
2.754 ACRES

Lot : 1
43604 SQ FT
1.001 ACRES

Lot : 2
55967 SQ FT
1.285 ACRES

EXISTING 10' WIDE PRIVATE UTILITY EASEMENT (DOC. NO. 3450780)

EXISTING 40' WIDE RECIPROCAL ACCESS EASEMENT (DOC. NO. 3441225)

EXISTING 40' WIDE UTILITY EASEMENT (DOC. NO. 3441217)

EXISTING 15' WIDE STORM DRAIN EASEMENT (DOC. NO. 3684842)

EXISTING 40' WIDE ACCESS ROAD. APPARENT INGRESS/EGRESS PROVIDED PER DOC. NO. 1880133

EXISTING 40' WIDE RECIPROCAL ACCESS EASEMENT (DOC. NO. 3475747)

EXISTING 40' WIDE UTILITY EASEMENT (DOC. NO. 3441217)

EXISTING 10' WIDE PRIVATE UTILITY EASEMENT (DOC. NO. 3441217)

EXISTING 15' WIDE SIDEWALK EASEMENT (DOC. NO. 3475747)

EXISTING 15' WIDE OIL PIPELINE EASEMENT (DOC. NO. 3441217)

EXISTING 10' WIDE PRIVATE UTILITY EASEMENT (DOC. NO. 3475747)

EXISTING 20' WIDE RECIPROCAL ACCESS EASEMENT (DOC. NO. 3475747)

EXISTING 40' WIDE RECIPROCAL ACCESS EASEMENT (DOC. NO. 3441225)

OPC

YPC

PK NAIL

REBAR

SPIKE

S89° 59' 33"E 149.80'

342.10 (R = 342.05')

S89° 59' 46"W 192.30'

S00° 00' 01"E 291.02

N00° 00' 03"E 291.09

S00° 00' 05"W 291.06

S89° 59' 41"E 318.17

S89° 59' 41"E 229.86 (R = 229.77')

N89° 59' 49"E 95.46' (R = 95.56')

S00° 00' 09"W 279.09

S00° 02' 01"E 141.11'

S89° 57' 59"W 127.82'

S04° 19' 13"W 101.13' (R = 101.20')

N84° 24' 47"W 351.28 (R = 351.22')

N62° 11' 13"W 143.70'

N48° 46' 42"E 244.47

N41° 14' 30"W 240.00'

N41° 14' 31"W 255.43

N89° 59' 19"E 281.65'

N89° 59' 19"E 36.52'

S41° 14' 31"E 310.11'

N81° 14' 03"E 292.46'

S48° 56' 46"W 224.30'

N41° 14' 31"W 297.12'

N89° 59' 19"E 131.14'

S89° 59' 46"W 342.11 (R = 342.05')

149.81'

192.30'

111.73'

80'

Parcel Line Table		
Line #	Length	Direction
L1	14.49	S00° 02' 22"W
L2	15.91	N00° 00' 04"W
L3	43.39	S00° 00' 04"E
L4	54.20	S48° 46' 42"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	18.85	12.00	090° 00' 00"	S44° 57' 30"W	16.97
C2	17.16	122.81	008° 00' 15"	S85° 30' 59"E	17.14

0 50 100
IN FEET

SHEET 2 OF 2

PEC STANDARD BW.CTB
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SUBDIVISION IMPROVEMENTS AGREEMENT
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS

Miller Crossing Subdivision, 4th Filing

Table of Contents

(City of Billings)

I.	Variances	2
II.	Property Conditions and Information for Lot Purchasers	3
III.	Transportation	4
IV.	Emergency Service	5
V.	Storm Drainage	6
VI.	Utilities	6
VII.	Parks/Open Space	7
VIII.	Irrigation	7
IX.	Soils/Geotechnical Study	7
X.	Phasing of Improvements	7
XI.	Financial Guarantees	7
XII.	Legal Provisions Applying to Subdivider	8

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

Miller Crossing Subdivision, 4th Filing

This agreement is made and entered into this 1 day of August, 2023 by and between *Square 106, LLC, a Montana Limited Liability Company,* whose address for the purpose of this agreement is **PO Box 333, Reed Point, MT 59069**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of *Miller Crossing Subdivision, 4th Filing*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20__, the City Council conditionally approved a preliminary plat of *Miller Crossing Subdivision, 4th Filing*; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to *Miller Crossing Subdivision, 4th Filing* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

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

1. No variances are requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct the curb and gutter and sidewalk along the segment of the existing access road(s) that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

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

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

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

F. The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best

Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

H. A Traffic Impact Study (TIS) was completed as part of the original development of the Miller Crossing Subdivision. Subsequent traffic studies and updates have been completed as the subdivision has matured and the proposed uses have deviated from the original TIS. Lot developers may be required to provide an update to the TIS to evaluate the proposed trip generation versus the original reports for traffic impacts. Lot owners can contact the City Engineering office for additional information regarding the original TIS and requirements for potential TIS updates.

III. TRANSPORTATION

A. Streets

- All public roadways adjacent to the Subdivision have been completed as part of previous projects. No additional public street improvements are required by the Subdivider.
- All public right-of-way for surrounding streets has been dedicated. No additional right-of-way dedication is required.
- Lot owners will be required to construct the curb and gutter along the existing private access roads that front their property at the time of lot development.

B. Sidewalks

- Individual lot owners will be responsible for the construction of the sidewalks adjacent to the existing access roads fronting their lot at the time of lot construction and shall be included in each building permit.
- Sidewalks shall be 5-foot wide boulevard style walks. Handicap ramps and aprons shall be constructed at corner intersections.

C. Street Lighting

- No street lighting is proposed for the development; however, street lighting is included in the waiver of right to protest.

D. Traffic Control Devices

- A Traffic Impact Study (TIS) was completed as part of the original development of the Miller Crossing Subdivision. Subsequent traffic studies and updates have been completed as the subdivision has matured and the proposed uses have deviated from the original TIS. Lot developers may be required to provide an updated to the TIS to evaluate the proposed trip generation versus the original reports for traffic impacts.

Lot owners can contact the City Engineering office for additional information regarding the original TIS and requirements for potential TIS updates.

E. Access

- The Subdivision will be accessed by way of existing private roads throughout the Miller Crossing development.
- A reciprocal access easement to provide pedestrian and vehicular ingress and egress through the subdivision is provided as described in the Declaration of Covenants, Conditions, Restrictions, and Reciprocal Easements recorded with the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 1880133.

F. Billings Area Bikeway and Trail Master Plan

- The bikeway improvements required for this subdivision were constructed as part of the TIFD off-site improvements project. The improvements included a 10-foot wide concrete pedestrian/bike trail installed along the north boundary of the original Miller Crossing Subdivision, south of the City/County drain.

G. Public Transit

- MET Transit provides service along Calhoun Lane with the closest stop at the intersection of Calhoun Lane and Arden Avenue, approximately 0.75 miles north of the Subdivision. No improvements are required to ensure public transit service.

IV. EMERGENCY SERVICE

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

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.

- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A complete stormwater management plan for adjacent private infrastructure located within the shared private access roads has been submitted to the Engineering Division for review and approval. Storm facilities for adjacent private streets have been installed as part of a previous project.

Individual Lots will be required to manage their own stormwater in accordance with the Stormwater Management Manual in place at the time of development. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval at the time of Lot development.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development in effect at the time new water and/or sanitary sewer service connections are made.

Lots 1 and 3, Block 1 do not have water and sewer service connections stubbed to it. Connection to existing public water and sewer mains for service shall be completed at the time of Lot development.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

A. Water
The subdivision will be serviced by existing water mains located in the public utility easements throughout the Miller Crossing Subdivision.

B. Sanitary Sewer
The subdivision will be serviced by existing sewer mains located in the public utility easements throughout the Miller Crossing Subdivision.

C. Power, Telephone, Gas, and Cable Television
All telephone, gas, electrical power, and cable television lines required to service the Subdivision have been installed as part of previous projects.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed *Miller Crossing Subdivision, 4th Filing* as this is a minor subdivision [MCA 76-3-621(3)(a)].

VIII. IRRIGATION

No water rights have been transferred to the lot owners. There are no irrigation ditches within or adjacent to the Subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical investigation was performed for the area and can be obtained from the City Engineering Department office.

X. PHASING OF IMPROVEMENTS

The Subdivision is not proposed to be constructed in phases.

XI. FINANCIAL GUARANTEES

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

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

B. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

C. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

D. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

E. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

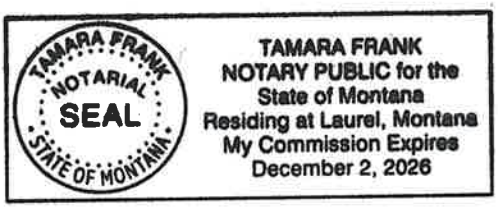
"SUBDIVIDER" *Square 106, LLC*
a Montana Limited Liability Company

By: _____

Title: MEMBER

STATE OF MONTANA)
: ss
County of)

On this 1st day of August, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Preston Lees _____, known to me to be the Member of *Square 106, LLC, a Montana Limited Liability Company*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.



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

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

"CITY"
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

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

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

Waiver of Right to Protest
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

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

The real property hereinabove mentioned is more particularly described as follows:

Miller Crossing Subdivision, 4th Filing

Signed and dated this 1 day of August, 2023.

Square 106, LLC
a Montana Limited Liability Company

By: _____

Title: Member

STATE OF MONTANA)
: ss
County of)

On this 1st day of August, 2023, before me, a Notary Public in and for the State of Montana, personally appeared Preston Lees _____, known to me to be the Member of *Square 106, LLC, a Montana Limited Liability Company*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

TAMARA FRANK NOTARIAL SEAL STATE OF MONTANA

TAMARA FRANK
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
December 2, 2026

Tamara Frank

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

CITY OF
Billings
MAYOR'S OFFICE

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

Performance Engineering
608 North 29th Street
Billings, MT 59101

Dear Applicant:

On July 10, 2023, the Billings City Council conditionally approved the preliminary plat of Miller Crossing Subdivision, 4th Filing subject to the following conditions of approval:

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

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

Should you have any questions please contact Dave Green at (406) 657-8666 or by email at greend@billingsmt.gov

July 10, 2023

Sincerely,

William A. Cole

William A. Cole, Mayor

City Council Regular

Date:	08/28/2023
Title:	Bond Resolution for Pooled Series 2023 Special Improvement Bonds
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	1411, 1419 and 1423

RECOMMENDATION

Staff recommends City Council approve the bond resolution for Special Improvement Districts (SIDs) 1411, 1419, and 1423.

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

On June 14th, 2021, the Council approved the resolution ordering improvements for SID 1411. As part of the budgeted gravel street paving program, the City will contribute to the cost of the paving, curb and gutter, and minor drainage improvements for SID 1411. The remaining costs will be assessed to the property owners in the district.
SID 1419 will construct curb and gutter, asphalt pavement, drive approaches, and new storm drain infrastructure on Charles Street. The cost of the improvements will be assessed to the adjacent property owners. As part of the project, the City will replace the existing water main, which requires frequent repairs due to main breaks, and is undersized and outdated. The City will also replace the outdated clay tile sewer main. These improvements will be paid by street maintenance 2 funds, water funds, and sewer funds.
SID 1423 was approved by council on June 12, 2023. This project will install streetlights along each street frontage at Annafeld Subdivision, 4th Filing. The streetlights will be maintained by the Homeowners Association until all of Annafeld Subdivision is completed. At that point, a Special Improvement Light Maintenance District (SILMD) will be created for maintenance.

The City has been working with First Interstate Bank for the purchase of the bonds. Once the resolution has been approved, the closing will take place and the bond proceeds will be disbursed to the construction accounts.

ALTERNATIVES

There are no viable alternatives because an agreement has been made with First Interstate Bank to purchase the bonds.

FISCAL EFFECTS

The term on the bonds is 15 years with an interest rate of 6.43%. The property owners identified in the documents ordering the improvements will be assessed for principal and interest cost of the bonds on their property tax bills.

Attachments

bond resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 23-_____ entitled: "RESOLUTION RELATING TO $1,300,000 POOLED SPECIAL IMPROVEMENT DISTRICT BONDS (SPECIAL IMPROVEMENT DISTRICT NOS. 1411, 1419 AND 1423), SERIES 2023; FIXING THE FORM AND DETAILS AND PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on August 28, 2023, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____ _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____ _____.

WITNESS my hand and seal officially this 28th day of August, 2023.

_____
City Clerk

RESOLUTION NO. 23-_____

RESOLUTION RELATING TO $1,300,000 POOLED SPECIAL IMPROVEMENT DISTRICT BONDS (SPECIAL IMPROVEMENT DISTRICT NOS. 1411, 1419 AND 1423), SERIES 2023; FIXING THE FORM AND DETAILS AND PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND SECURITY THEREFOR

BE IT RESOLVED by the City Council (the "Council") of the City of Billings, Montana (the "City"), as follows:

Section 1. Recitals. It is hereby found, determined and declared as follows:

1.01. Resolutions of Intention. By Resolution No. 21-10952, duly adopted by the Council on May 24, 2021, Resolution No. 23-11109, duly adopted by the Council on March 13, 2023, and Resolution No. 23-11118, duly adopted by the Council on May 22, 2023 (each, a "Resolution of Intention" and, collectively, the "Resolutions of Intention"), this Council declared its intention to create Special Improvement District No. 1411 ("SID No. 1411"), Special Improvement District No. 1419 ("SID No. 1419") and Special Improvement District No. 1423 ("SID No. 1423"), respectively (each, a "District" and, collectively, the "Districts"), for the purpose of financing costs of certain public improvements of special benefit to the properties within the respective District. Each of the Resolutions of Intention designated the number of the respective District, described the boundaries thereof, stated whether such District was an extended district, stated the general character of the improvements to be made (collectively, the "Improvements") and stated an approximate estimate of the costs thereof, in accordance with the provisions of Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"). By each Resolution of Intention this Council also declared its intention to cause the cost and expense of making the Improvements specially benefiting the respective District to be assessed against the properties included within the boundaries thereof in accordance with one or more methods of assessment authorized in Sections 7-12-4161 to 7-12-4165 of the Act, and as set forth in the respective Resolution of Intention.

In each Resolution of Intention, this Council stated its intention to issue special improvement district bonds (the "Bonds") drawn against the respective District to pay a portion of the costs of the Improvements and costs of issuance of the Bonds. This Council further found that it is in the public interest, and in the best interest of the City and the Districts, to secure payment of principal of and interest on the Bonds by the Special Improvement District Revolving Fund of the City (the "Revolving Fund"), on the basis of factors required to be considered under Section 7-12-4225 of the Act. Those findings are hereby ratified and confirmed.

1.02. Notices. Notices of the passage of each Resolution of Intention were given by two publications, with at least six days between publications, in the *Yellowstone County News*, a weekly newspaper of general circulation published within the City. Notices of the passage of each Resolution of Intention were also mailed the same day the notice was first published to all persons, firms or corporations or the agents thereof having real property within the respective

District, listed in their names upon the last completed assessment roll for State, county and school district taxes, at their last known addresses. The notices described the general character of the Improvements, stated the estimated cost of the Improvements and the method or methods of assessment of such costs against properties in the respective District, specified the time when and the place where the Council would hear and pass upon all protests made against the making of the Improvements or the creation or extension of the respective District, and referred to the respective Resolution of Intention as being on file in the office of the City Clerk for a description of the boundaries of the respective District, all in accordance with the provisions of the respective Resolution of Intention, and included a statement that, subject to the limitations of Section 7-12-4222 of the Act, the general fund of the City may be used to provide loans to the Revolving Fund or a general tax levy may be imposed on all taxable property in the City to meet the financial requirements of the Revolving Fund. In each Resolution of Intention, the Council also declared its intention to reimburse the City for costs paid before issuance of the Bonds, as required by Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code.

1.03. Creation of Districts. At the times and places specified in the notices hereinabove described, this Council met to hear, consider and pass upon all protests made against the making of the Improvements and the creation of the respective District, and, after consideration thereof, it was determined and declared that insufficient protests against the creation or extension of the respective District or the proposed work had been filed in the time and manner provided by law by the owners of the property to be assessed for the Improvements in the respective District, and this Council did therefore by Resolution No. 21-10959, adopted June 14, 2021, Resolution No. 23-11112, adopted April 10, 2023, and Resolution No. 23-11126, adopted June 12, 2023, create SID No. 1411, SID No. 1419 and SID No. 1423, respectively, and confirm the findings it made with respect to the pledge of the Revolving Fund in the respective Resolution of Intention.

1.04. Construction Contracts. The City will cause or has caused to be constructed the Improvements described in the Resolutions of Intention. Plans, specifications, maps, profiles and surveys for construction of the Improvements to be constructed to benefit the Districts were prepared by the engineers acting for the City or by City engineers, and were thereupon examined and approved by this Council. Advertisements for bids for construction of the Improvements to be undertaken in SID No. 1411, SID No. 1419 and SID No. 1423 were published in the official newspaper of the City in accordance with the provisions of Section 7-12-4141 of the Act, after which the bids theretofore received were opened and examined. After referring the bids to the engineers for the City it was determined that the lowest regular proposal for the furnishing of all work and materials required for constructing the Improvements in accordance with the approved plans and specifications was the following:

SID No. 1411:

Work	Bidder	Contract Price
Construct concrete curb and gutter, and storm drain improvements and paving Park Lane situated on the west side of Highwood Drive, just south of Rimrock Road	Askin Construction, LLC	$1,198,773.91

SID No. 1419:

Work	Bidder	Contract Price
Construct curb and gutter, storm drain infrastructure, drive approaches, and driveways and paving Charles Street between Monad Road and Industrial Avenue, replacing water and sewer mains	Askin Construction, LLC	$1,499,912

SID No. 1423:

Work	Bidder	Contract Price
Installation of streetlights within Annafeld Subdivision 4th filing	Ace Electric	$433,848

Contracts for the construction of the Improvements were therefore awarded to said bidders, subject to the right of owners of property liable to be assessed for the costs thereof to elect to take the work and enter into written contracts therefor in the manner provided by Section 7-12-4147 of the Act, whereupon the City and the successful bidders entered into written contracts for construction of the Improvements upon the bidders having executed and filed bonds satisfactory to this Council and in the form and manner provided by Montana Code Annotated, Title 18, Chapter 2, Part 2, as amended.

1.05. Costs. It is currently estimated that the costs and expenses to be assessed against properties in the Districts benefited by the Improvements, including costs of preparation of plans, specifications, maps, profiles, engineering superintendence and inspection, preparation of assessment rolls, expenses of making the assessments, the cost of work and materials under the construction contracts and all other costs and expenses, including costs of issuance of the Bonds and the deposit of proceeds in the Revolving Fund, are as follows:

	District No. 1411	District No. 1419	District No. 1423
Construction	$83,672.08	$1,499,912.00	$433,848.00
Engineering	10,568.62	0.00	9,907.20
Design/CA	0.00	179,988.49	0.00
Contingency	0.00	149,492.52	43,384.80
Total Project Costs	**$94,240.70**	**$1,829,393.01**	**$487,140.00**
Less City Contribution	(72,805.57)	(1,129,393.01)	(0.00)
Total Project Costs to be Assessed	**$21,435.14**	**$700,000.00**	**$487,140.00**
City Finance Fee	$1,100.00	$1,100.00	$1,100.00
Revolving Fund 5%	1,209.59	37,603.40	26,187.01
Issuance Costs	299.64	9,847.41	6,852.95
Bank Origination Fee	105.75	3,475.57	2,418.67
Rounding	41.62	41.62	41.62
Bond Amount	**$24,191.75**	**$752,068.00**	**$523,740.25**

After deducting amounts contributed by the City for the Improvements and prepayments by property owners in the Districts, the aggregate principal amount required to finance the construction of the Improvements is $1,300,000, of which $24,191.75 shall be allocated to SID No. 1411, $752,068.00 shall be allocated to SID No. 1419, and $523,740.25 shall be allocated to SID No. 1423, as provided in the table above.

Such amounts will be levied and assessed against the property within the respective District on the bases described in the respective Resolution of Intention. This Council has jurisdiction and is required by law to levy and assess such amounts, to collect such special assessments and credit the same to the respective District Account (as hereinafter defined) created for each District, which District Accounts are to be maintained on the official books and records of the City separate from all other City funds, within the 2023 Pooled Special Improvement District Sinking Fund (the "Sinking Fund") for the payment of principal and interest when due on the Bonds herein authorized.

1.06. Sale and Issuance of Bonds. For the purpose of financing a portion of the costs and expenses of making the Improvements, funding a deposit to the Revolving Fund (as hereinafter defined) and paying costs of issuance of the Bonds, which are to be assessed against the property within the respective District as provided in the respective Resolution of Intention, this Council hereby determines that it is in the best interests of the City to sell its Pooled Special Improvement District Bonds (Special Improvement District Nos. 1411, 1419 and 1423), Series 2023 (the "Bonds") at a private negotiated sale, subject to the limitations and conditions set forth in this Resolution. First Interstate Bank (the "Purchaser") has agreed to purchase the Bonds from the City at an aggregate purchase price of $1,300,000 (representing the stated principal amount of the Bonds) upon the terms set forth in this Resolution. The interest rate for the Bonds is 6.43%.

1.07. Recitals. All acts, conditions and things required by the Constitution and laws of the State of Montana, including the Act, and the home rule charter of the City, in order to make the Bonds valid and binding special obligations in accordance with their terms and in accordance with the terms of this Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

Section 2. The Bonds.

2.01. Principal Amount, Maturity, Denominations, Date, Interest Rate. For the purpose of paying the costs and expenses incurred in the construction of the Improvements, funding a deposit to the Revolving Fund and paying costs of issuance of the Bonds, and in anticipation of the collection of special assessments to be levied therefor, the City shall forthwith issue and deliver to the Purchaser the Bonds, denominated "Pooled Special Improvement District Bonds (Special Improvement District Nos. 1411, 1419 and 1423), Series 2023" in the aggregate principal amount of $1,300,000, payable solely from the Sinking Fund. The Bonds shall mature on July 1, 2038, unless earlier redeemed, and shall bear interest from the date of original registration until paid or duly called for redemption at the rate of 6.43% per annum. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

2.02. Interest Payment Dates. Interest on the Bonds shall be payable on each January 1 and July 1, commencing January 1, 2024, to the owner of record thereof as such appear on the bond register at the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. Upon the original delivery of the Bonds to the Purchaser and upon each subsequent transfer or exchange of a Bond pursuant to Section 2.04, the Registrar (as hereinafter defined) shall date the Bonds as of the date of its authentication.

2.03. Method of Payment. The Bonds shall be issued only in fully registered form. The interest on and, upon presentation and surrender thereof at the principal office of the Registrar, the principal of the Bonds shall be payable by check or draft drawn on the Registrar. Notwithstanding the foregoing, so long as a Bond is evidenced by a single, fully registered term bond, it shall not be necessary to present and surrender such Bond until the full redemption thereof pursuant to Section 2.05, but the Registrar shall note in the bond register such principal payment. The principal of and interest on the Bonds are payable in lawful money of the United States of America.

2.04. Registration. The City hereby appoints the City Finance Director, to act as bond registrar, transfer agent and paying agent for the Bonds (the "Registrar"). The City reserves the right to appoint a bank, trust company or fiscal company as successor bond registrar, transfer agent or paying agent, as authorized by the Model Public Obligations Registration Act of Montana (the "Registration Act"), but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed. This Section 2.04 shall establish a system of registration for the Bonds as defined in the Registration Act. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Bond Register. The Registrar shall keep at its principal office a bond register in which the Registrar shall provide for the registration of ownership of the Bonds and the registration of transfers and exchanges of the Bonds.

(b) Transfer. The Bonds may be transferred in whole but not in part and only to (i) an affiliate of the Purchaser; (ii) a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers or accredited investors; or (iii) a person or entity that the Purchaser reasonably believes is qualified to purchase the Bonds. Upon surrender to the Registrar for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing and guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new Bond of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of the Bonds or any portion thereof selected or called for redemption.

(c) Exchange. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver a new Bond of a like aggregate

principal amount, interest rate and maturity, as requested by the registered owner or the owner's attorney duly authorized in writing.

(d) Cancellation. Any Bond surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owner. The City and the Registrar may treat the person in whose name any Bond is at any time registered on the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer of a Bond or exchange of a Bond (except for an exchange upon the partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. Any Bond so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or such Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

2.05. Redemption.

(a) Mandatory Redemption. If on any interest payment date there will be a balance in the Sinking Fund after payment of the principal and interest due on the Bonds drawn against it, either from the prepayment of special assessments levied for the Improvements or from the

transfer of surplus money from a Construction Subaccount to a Principal Subaccount as provided in Section 3.02, the City Finance Director shall call for redemption on the interest payment date the principal amount of the Bonds which, together with the interest thereon to the interest payment date, will equal the amount of such funds on deposit in the Sinking Fund on that date. The redemption price shall equal the principal amount of the Bonds to be redeemed plus interest accrued to the date of redemption. Such mandatory redemption payments shall reduce the Mandatory Sinking Fund Payments *pro rata* among all Bonds based upon the respective outstanding principal amounts, and with respect to each Bond shall be applied to Mandatory Sinking Fund Payments in inverse order of Sinking Fund Payment Dates.

(b) Optional Redemption. The Bonds are subject to redemption at any time, at the option of the City, in whole or in part, from sources of funds available therefor (other than those described in Section 2.05(a)), at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium. Such optional redemption payments shall reduce the Mandatory Sinking Fund Payments *pro rata* among all Bonds based upon the respective outstanding principal amounts, and with respect to each Bond shall be applied to Mandatory Sinking Fund Payments in inverse order of Sinking Fund Payment Dates.

(c) Mandatory Sinking Fund Redemption. The Bonds are subject to redemption on January 1 and July 1 of the respective years (herein referred to as a "Sinking Fund Payment Date") and in the principal amounts (hereinafter referred to as a "Mandatory Sinking Fund Payment") set forth below:

Term Bond		
Sinking Fund Payment Date	January 1 Mandatory Sinking Fund Payment Amount	July 1 Mandatory Sinking Fund Payment Amount
2024	$26,000	$27,000
2025	$28,000	$29,000
2026	$30,000	$31,000
2027	$32,000	$33,000
2028	$34,000	$36,000
2029	$36,000	$37,000
2030	$39,000	$40,000
2031	$41,000	$43,000
2032	$44,000	$45,000
2033	$47,000	$49,000
2034	$50,000	$51,000
2035	$53,000	$55,000
2036	$56,000	$58,000
2037	$60,000	$62,000
2038*	$64,000	$64,000

*Final maturity.

(d) Notice and Effect of Redemption. The date of redemption and the principal amount of the Bonds to be redeemed shall be fixed by the City Finance Director, who shall give notice thereof to the Registrar 45 days prior to the date set for redemption in order for the Registrar to give notice, by first class mail, postage prepaid, to the owners of the Bonds at their addresses appearing on the bond register, of the respective principal amounts of the Bonds to be redeemed and the date on which payment will be made, which date shall be not less than 30 days after the date of mailing notice. On the date so fixed, interest on the principal amounts of the Bonds so redeemed shall cease to accrue.

2.06. Form. The Bonds shall be prepared in substantially the form set forth in Exhibit A hereto, and by this reference made a part hereof, with such modifications as are permitted by the Act.

2.07. Execution, Registration and Delivery. The Bonds shall be prepared under the direction of the City Finance Director and shall be executed on behalf of the City by the signatures of the Mayor, the City Finance Director and the City Clerk and sealed with the official seal of the City; provided that the seal and all signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. The certificate of authentication on a different Bond need not be signed by the same representative. The executed certificate of authentication on the Bonds shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so executed, authenticated and registered, the Bonds shall be delivered by the Registrar to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed.

2.08. Application of Proceeds. From the proceeds of the Bonds, the City Finance Director shall credit forthwith $1,209.59 for SID No. 1411, $37,603.40 for SID No. 1419 and $26,187.01 for SID No. 1423 to the Revolving Fund, as required by Section 7-12-4169(2) of the Act, and the balance of such proceeds to the Construction Subaccount in the respective District Account, in proportion to the principal amounts of the Bonds allocable to each of the Districts, as set forth in Section 1.05, to be used solely for the purposes described in Section 3.02.

Section 3. Sinking Fund; Assessments.

3.01. 2023 Pooled Special Improvement District Sinking Fund. There is hereby created and established the fund designated as the "2023 Pooled Special Improvement District Sinking Fund" which shall be maintained by the City Finance Director on the books and records of the City separate and apart from all other funds of the City. Within the Sinking Fund there shall be maintained separate accounts for each of SID No. 1411, SID No. 1419 and SID No. 1423, designated accordingly (each, a "District Account" and, collectively, the "District Accounts"). Within each District Account there shall be maintained three separate subaccounts, designated as

the "Construction Subaccount," the "Principal Subaccount" and the "Interest Subaccount," respectively.

3.02. Construction Subaccounts. There shall be credited to the Construction Subaccount in the respective District Account the proceeds of the sale of the Bonds attributable to the respective District remaining after the required deposits to the Revolving Fund. Any earnings on investment of money in a Construction Subaccount shall be retained therein. All costs and expenses of constructing the Improvements, including costs of issuance of the Bonds, shall be paid from time to time as incurred and allowed from the Construction Subaccount in the respective District Account in accordance with the provisions of applicable law, and money in a Construction Subaccount shall be used for no other purpose; provided that upon completion of the Improvements and after all claims and expenses with respect to the Improvements have been fully paid and satisfied, any money remaining in a Construction Subaccount shall be transferred to the Principal Subaccount in the applicable District Account and used to redeem the principal amount of the Bonds as provided in Section 3.03.

3.03. Principal Subaccounts and Interest Subaccounts. Money in the Principal Subaccounts and the Interest Subaccounts shall be used only for payment of the principal of and interest on the Bonds as such payments become due or to redeem all or a portion of the principal amount of the Bonds.

Upon collection of the installment of principal and interest due on November 30 and May 31 of each year on the special assessments to be levied with respect to the Improvements, the City Finance Director shall credit to the Interest Subaccount in the respective District Account so much of said special assessments as is collected as interest payment and the balance thereof to the Principal Subaccount in the respective District Account. Any installment of any special assessment paid prior to its due date with interest accrued thereon to the next succeeding interest payment date shall be credited with respect to principal and interest payments in the same manner as other assessments are credited to the District Accounts. All money in the Interest Subaccounts and the Principal Subaccounts shall be used first to pay interest then due, and any remaining money shall be used to pay principal then due and, if money is available, to redeem all or a portion of the principal amount of the Bonds in accordance with Section 2.05; provided that any money transferred to a Principal Subaccount from a Construction Subaccount pursuant to Section 3.02 shall be applied to redeem the Bonds to the extent possible on the next interest payment date for which notice of redemption has been properly given pursuant to Section 2.05(a). Interest shall be paid from the respective Interest Subaccount as accrued on the Bonds to the date of redemption, in accordance with the provisions of Section 7-12-4206 of the Act.

3.04. Loans From Revolving Fund. The Council shall annually or more often if necessary issue an order authorizing a loan or advance from the Revolving Fund to a District Account in an amount sufficient to make good any deficiency then existing in the Interest Subaccount in such District Account and issue an order authorizing a loan or advance from the Revolving Fund to a District Accounts in an amount sufficient to make good any deficiency then existing in the Principal Subaccount in such District Account, in each case to the extent that money is available in the Revolving Fund. A deficiency shall be deemed to exist in the Principal Subaccount or Interest Subaccount in a District Account if the money on deposit therein on any December 15 or June 15 (excluding amounts in the Principal Subaccount representing prepaid

special assessments) is less than the amount necessary to pay the principal of the Bonds then due (other than upon mandatory or optional redemption pursuant to Section 2.05(a) and (b) hereof), and interest payable on the Bonds, on the next succeeding interest payment date.

Pursuant to Ordinance No. 1096, the City has undertaken and agreed to provide funds for the Revolving Fund by annually levying such tax or making such loan from the general fund of the City, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed five percent of the principal amount of the City's then outstanding special improvement and sidewalk, curb, gutter and alley approach bonds and warrants secured thereby and subject to the durational limitations specified in the Act. In the event that the balance on hand in the Revolving Fund fifteen days prior to any date when interest is due on special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City is not sufficient to make good all deficiencies then existing in the funds for which the City covenants to make loans from the Revolving Fund, the balance on hand in the Revolving Fund shall be allocated to the funds in which such deficiencies then exist in proportion to the amounts of the deficiencies on the respective dates of receipt of such money, until all interest accrued on such special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City has been paid and to the extent of amounts available in the Revolving Fund. On any date when all accrued interest on special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City payable from funds for which the City has covenanted to make loans from the Revolving Fund has been paid, any balance remaining in the Revolving Fund shall be loaned or advanced to the funds for payment and redemption of bonds and warrants to the extent such funds are deficient for such purpose and, if money in the Revolving Fund is insufficient therefor, *pro rata* in an amount proportionate to the amount of such deficiency.

The City hereby determines, covenants and agrees to levy the property tax described in the immediately preceding paragraph to provide funds for the Revolving Fund so long as Bonds are outstanding to the extent required under the provisions of this Resolution and the Act, even though such property tax levy may, under applicable law or provisions of the home rule charter of the City, require that property tax levies of the City for other purposes be reduced correspondingly.

Section 4. Covenants. The City covenants and agrees with the owners from time to time of the Bonds that until the principal amount of the Bonds and interest thereon are fully paid:

4.01. Compliance with Resolution. The City will hold the Sinking Fund and the Revolving Fund as trust funds, separate and apart from all of its other funds, and the City, its officers and agents, will comply with all covenants and agreements contained in this Resolution. The provisions hereinabove made with respect to the Sinking Fund and the Revolving Fund are in accordance with the undertaking and agreement of the City made in connection with the sale of the Bonds as set forth in Section 1.01.

4.02. Construction of Improvements. The City will do all acts and things necessary to enforce the provisions of the construction contracts for the Improvements and to ensure the completion of the Improvements in accordance with the plans and specifications and within the time therein provided, and will pay all costs thereof promptly as incurred and allowed, out of the

Construction Subaccount in the respective District Account and within the amount of the proceeds of the Bonds appropriated thereto, amounts contributed by the City therefor and prepayments by property owners in the Districts.

4.03. Levy of Assessments. The City will do all acts and things necessary for the final and valid levy of special assessments upon all assessable real property within the boundaries of the Districts benefited by the Improvements, in accordance with the Constitution and laws of the State of Montana and the Constitution of the United States, in an aggregate principal amount not less than the following amounts:

District	Principal Amount
SID No. 1411	$ 24,191.75
SID No. 1419	$752,068.00
SID No. 1423	$523,740.25

Such special assessments shall be levied on the basis or bases prescribed in the Resolutions of Intention, and shall be payable in substantially equal semiannual installments of principal and interest over a period of 15 years, at an annual rate equal to the sum of: (i) the average annual interest rate borne by the Bonds, plus (ii) one-half of one percent (0.50%) per annum. The assessments to be levied will be payable on the 30th day of November in each of the years 2023 through 2037, and on the 31st day of May in the years 2024 through 2038, inclusive, if not theretofore paid, and shall become delinquent on such date unless paid in full. The first partial payment of each assessment shall include interest on the entire assessment from the date of original registration of the Bonds to January 1, 2024. The assessments shall constitute a lien upon and against the property against which they are made and levied, which lien may be extinguished only by payment of the assessment with all penalties, cost and interest as provided in Section 7-12-4191 of the Act. No tax deed issued with respect to any lot or parcel of land shall operate as payment of any installment of the assessment thereon which is payable after the execution of such deed, and any tax deed so issued shall convey title subject only to the lien of said future installments, as provided in Montana Code Annotated, Section 15-18-214.

4.04. Reassessment. If at any time and for whatever reason any special assessment or tax herein agreed to be levied is held invalid, the City and this Council, its officers and employees, will take all steps necessary to correct the same and to reassess and re-levy the same, including the ordering of work, with the same force and effect as if made at the time provided by law, ordinance or resolution relating thereto, and will reassess and re-levy the same with the same force and effect as an original levy thereof, as authorized in Section 7-12-4186 of the Act. Any special assessment, or reassessment or re-levy shall, so far as is practicable, be levied and collected as it would have been if the first levy had been enforced including the levy and collection of any interest accrued on the first levy.

If proceeds of the Bonds, including investment income thereon, are applied to the redemption of the Bonds, as provided in Sections 7-12-4205 and 7-12-4206 of the Act, or if refunding bonds are issued and the outstanding principal amount of the Bonds is decreased or increased, the City will reduce or increase, respectively, the assessments levied in the respective Districts and then outstanding pro rata by the principal amount of such prepayment or the

increment above or below the outstanding principal amount of the Bonds represented by the refunding bonds. The City and this Council, its officers and employees will reassess and re-levy such assessments, with the same effect as an original levy, in such reduced or increased amounts in accordance with the provisions of Sections 7-12-4176 through 7-12-4178 of the Act.

4.05. Absence of Litigation. There is now no litigation pending or, to the best knowledge of the City, threatened questioning the validity or regularity of the creation of the Districts, the contracts for construction of the Improvements or the undertaking and agreement of the City to levy special assessments therefor and to make good any deficiency in the collection thereof through the levy of taxes for and the making of advances from the Revolving Fund, or the right and power of the City to issue the Bonds or in any manner questioning the existence of any condition precedent to the exercise of the City's powers in these matters. If any such litigation should be initiated or threatened, the City will forthwith notify in writing the Purchaser, and will furnish the Purchaser a copy of all documents, including pleadings, in connection with such litigation.

4.06. Waiver of Penalty and Interest. The City covenants not to waive the payment of penalty or interest on delinquent assessments levied for costs of the Improvements, unless the City determines, by resolution of the Council, that such waiver is in the best interest of the owners of the Bonds.

Section 5. Tax Matters.

5.01. Use of Improvements. The Improvements will be owned and operated by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Improvements or security for the payment of the Bonds which might cause the Bonds to be considered "private activity bonds" or "private loan bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code").

5.02. General Covenant. The City covenants and agrees with the owners of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

5.03. Arbitrage Certification. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, it is reasonably expected that the proceeds of the Bonds will be used in a manner that would not cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

5.04. Arbitrage Rebate. The City acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Treasury Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no "gross proceeds" of the Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the City Finance Director and the City Clerk are hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

5.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than November 15, 2023, a statement concerning the Bonds containing the information required by Section 149(e) of the Code.

Section 6. Authentication of Transcript. The officers of the City are hereby authorized and directed to furnish to the Purchaser and to Bond Counsel certified copies of all proceedings relating to the issuance of the Bonds and such other certificates and affidavits as may be required to show the right, power and authority of the City to issue the Bonds, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the City as to the truth of the statements purported to be shown thereby.

Section 7. Defeasance.

7.01. General. When the liability of the City on the Bonds issued under and secured by this Resolution has been discharged as provided in this Section 7, all pledges, covenants and other rights granted by this Resolution to the owners of the Bonds shall cease.

7.02. Payment. The City may discharge its liability with reference to any Bond or installment of interest thereon which is due on any date by depositing with the Registrar on or before that date funds sufficient, or, if a City officer is the Registrar, mailing to the registered owner of the Bonds a check or draft in a sum sufficient and providing proceeds available, for the payment thereof in full; or if any Bond or installment of interest thereon shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar funds sufficient, or, if a City officer is the Registrar, by mailing to the registered owner thereof a check or draft in a sum sufficient and providing proceeds available, for the payment thereof in full with interest accrued to the date of such deposit or mailing.

7.03. Prepayment. The City may also discharge its obligations with respect to any Bond called for redemption on any date when it is prepayable in accordance with its terms, by on or before that date depositing with the Registrar funds sufficient, or, if a City officer is the Registrar, mailing to the registered owner of such Bonds a check or a draft in a sum sufficient and providing proceeds available, for the payment of the principal, interest and redemption

premium, if any, which are then due; provided that notice of such redemption has been duly given as provided herein or irrevocably provided for.

7.04. Escrow. The City may also at any time discharge its liability in its entirety with reference to the Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal and interest to become due on the Bonds on or before maturity or, if the Bonds has been duly called for redemption or notice of such redemption has been irrevocably provided for, on or before the designated redemption date.

7.05. Irrevocable Deposits. If an officer of the City is the Registrar, any deposit made under this Section 7 with the Registrar shall be irrevocable and held for the benefit of the owner of the Bonds in respect of which such deposits have been made.

Section 8. Repeals and Effective Date.

8.01. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Council that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

8.02. Effective Date. This Resolution shall take effect immediately upon its passage and adoption by this Council.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 28th day of August, 2023.

_____
Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MONTANA
YELLOWSTONE COUNTY

CITY OF BILLINGS

POOLED SPECIAL IMPROVEMENT DISTRICT BONDS, SERIES 2023
(Special Improvement District Nos. 1411, 1419, And 1423)

Interest at the rate per annum specified below,
payable on the 1st day of January and the 1st day of July
in each year, commencing January 1, 2024.

Interest Rate	Maturity Date	Date of Original Issue
6.43%	July 1, 2038	September 7, 2023

No. R-1 $1,300,000.00

REGISTERED OWNER: FIRST INTERSTATE BANK

PRINCIPAL AMOUNT: ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND NO/100

FOR VALUE RECEIVED, the City of Billings, Montana (the "City"), will pay to the registered owner identified above, or registered assigns, on the maturity date specified above the principal amount specified above, solely from the revenues hereinafter specified, as authorized by Resolution No. 23-____, adopted August 28, 2023 (the "Resolution"), all subject to the provisions hereinafter described relating to the redemption of this Bond, in whole or in part, before maturity. This Bond bears interest at the rate per annum specified above from the date of original issue specified above, or from such later date to which interest hereon has been paid or duly provided for, until the maturity date specified above or an earlier date on which this Bond shall have been duly called for redemption by the City Finance Director. Interest on this Bond is payable semiannually on the 1st day of January and the 1st day of July in each year, commencing January 1, 2024, to the owner of record of this Bond appearing as such in the bond register as of the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Interest on and, upon presentation and surrender hereof at the principal office of the Registrar, the principal of this Bond, shall be payable by check or draft drawn on the Registrar. Notwithstanding the foregoing, so long as this Bond is evidenced by a single, fully registered term Bond, it shall not be necessary to present and surrender this Bond until the full redemption hereof pursuant to the Resolution, but the Registrar shall note in the bond register such principal payment. The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest on this Bond shall be calculated on the basis of a 360-day year composed of twelve 30-day months. The City Finance Director shall initially serve as Registrar for this Bond.

Terms used in this Bond with initial capital letters and not defined herein have the meanings given them in the Resolution.

This Bond is one of an issue in the aggregate principal amount of $1,300,000 (the "Bonds"), all of like date of original issue and tenor, except as to serial number, denomination, date, maturity date and redemption rights. The Bonds are issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"), and ordinances and resolutions duly adopted by the governing body of the City, including the Resolution, to finance a portion of the costs and expenses of making certain local improvements (the "Improvements") for the special benefit of properties located in Special Improvement District Nos. 1411, 1419 and 1423 (together, the "Districts"), to fund a deposit to the Special Improvement District Revolving Fund (the "Revolving Fund") and to pay costs of issuance of the Bonds.

The Bonds are payable from the collection of a special tax or assessment levied upon all assessable real property within the boundaries of the Districts benefited by the Improvements, in an aggregate principal amount not less than $1,300,000 ($24,191.75 for Special Improvement District No. 1411, $752,068.00 for Special Improvement District No. 1419, and $523,740.25 for Special Improvement District No. 1423), except as such amounts may be reduced or increased in accordance with provisions of Montana law. Such assessments constitute a lien against the property against which they are made and levied and are to be deposited into the 2023 Pooled Special Improvement District Sinking Fund of the City (the "Sinking Fund"). The Bonds are not general obligations of the City.

The City has validly established the Revolving Fund to secure the payment of certain of its special improvement and sidewalk, curb, gutter and alley approach bonds and warrants, including the Bonds. The City has also agreed, to the extent permitted by the Act, to issue orders annually, or more often as necessary, authorizing loans or advances from the Revolving Fund to the Sinking Fund, in amounts sufficient to make good any deficiency in the Sinking Fund to pay principal of or interest on the Bonds, to the extent money is available in the Revolving Fund, and to provide funds for the Revolving Fund by annually levying such tax or making such loan from its general fund, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed five percent of the principal amount of the City's then outstanding special improvement and sidewalk, curb, gutter and alley approach bonds and warrants secured thereby and subject to the durational limitations specified in the Act. While any property tax levy to be made by the City to provide funds for the Revolving Fund is subject to levy limits under current law, the City has agreed in the Resolution to levy property taxes to provide funds for the Revolving Fund to the extent described in this paragraph and, if necessary, to reduce other property tax levies correspondingly to meet applicable levy limits.

If on any interest payment date there will be a balance in the Sinking Fund after payment of the principal and interest due on the Bonds drawn against it, either from the prepayment of special assessments levied for the Improvements or from the transfer of surplus money from a Construction Subaccount to a Principal Subaccount as provided in the Resolution, the City Finance Director shall call for redemption on the interest payment date the principal amount of the Bonds which, together with the interest thereon to the interest payment date, will equal the amount of such funds on deposit in the Sinking Fund on that date. The redemption price shall

equal the principal amount of the Bonds to be redeemed plus interest accrued to the date of redemption. Such mandatory redemption payments shall reduce the Mandatory Sinking Fund Payments *pro rata* among all Bonds based upon the respective outstanding principal amounts, and with respect to each Bond shall be applied to Mandatory Sinking Fund Payments in inverse order of Sinking Fund Payment Dates.

The Bonds are subject to redemption at any time, at the option of the City, in whole or in part, from sources of funds available therefor (other than those described in Section 2.05(a)), at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium. Such optional redemption payments shall reduce the Mandatory Sinking Fund Payments *pro rata* among all Bonds based upon the respective outstanding principal amounts, and with respect to each Bond shall be applied to Mandatory Sinking Fund Payments in inverse order of Sinking Fund Payment Dates.

The Bonds are subject to redemption on January 1 and July 1 of the respective years (herein referred to as a "Sinking Fund Payment Date") and in the principal amounts (hereinafter referred to as a "Mandatory Sinking Fund Payment") set forth below:

Term Bond		
Sinking Fund Payment Date	January 1 Mandatory Sinking Fund Payment Amount	July 1 Mandatory Sinking Fund Payment Amount
2024	$26,000	$27,000
2025	$28,000	$29,000
2026	$30,000	$31,000
2027	$32,000	$33,000
2028	$34,000	$36,000
2029	$36,000	$37,000
2030	$39,000	$40,000
2031	$41,000	$43,000
2032	$44,000	$45,000
2033	$47,000	$49,000
2034	$50,000	$51,000
2035	$53,000	$55,000
2036	$56,000	$58,000
2037	$60,000	$62,000
2038*	$64,000	$64,000

*Final maturity.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney. Upon such transfer or exchange, the City will cause a new Bond to be issued in the name of the transferee or registered owner, of the same aggregate principal amount,

bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all things required to be done precedent to the issuance of this Bond have been properly done, happened and been performed in the manner prescribed by the laws of the State of Montana and the resolutions and ordinances of the City of Billings, Montana, relating to the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Billings, Montana, by its City Council, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Finance Director and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Signature)
(Facsimile Seal) CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

This Bond is delivered pursuant to the Resolution mentioned herein.

CITY OF BILLINGS, MONTANA,
as Registrar, Transfer Agent, and
Paying Agent

By _____
City Finance Director

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --	as tenants in common	UTMA….....Custodian…..... (Cust) (Minor)
TEN ENT --	as tenants by the entireties	
		under Uniform Gifts to
JT TEN --	as joint tenants with right of survivorship and not as tenants in common	Minor Act…..... (State)

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

_____

_____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

SIGNATURE GUARANTEED

_____

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended

City Council Regular

Date:	08/28/2023
Title:	Payment of Claims for week of July 24, 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 $6,008,490.29 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 07242023

Check Date	Check#	Name	Fund Name		Amount	Item Desc
07/24/2023	863342	Adv Employ Service	Solid Waste	$	982.80	Contract labor at Landfill for 5/28/2023 & 6/4/2023.
07/24/2023	863342	Adv Employ Service	Solid Waste	$	2,493.40	Contract labor at landfill for week ending 6/11/2023.
07/24/2023	863342	Adv Employ Service	Solid Waste	$	728.00	Contract labor at Landfill for week ending 6/18/2023.
07/24/2023	863342	Adv Employ Service	Solid Waste	$	2,857.40	Contract labor at Landfill for week ending 6/18/2023.
07/24/2023	863345	Altitude Signal	Str Maint	$	37,345.00	WO 23-99 Traffic Controller Equipment Upgrade
07/24/2023	863346	Am Assoc-Airport Exec	Airport	$	6,500.00	IET Maintenance for July 1, 2023 - June 30, 2023
07/24/2023	863348	Armscor Cartridge	Public Safety	$	5,000.00	Armscor 16930
07/24/2023	863349	Askin Const	Airport	$	407,525.67	Mid-Field Service Road Project - Federal Share
07/24/2023	863349	Askin Const	Airport	$	45,280.63	Mid-Field Service Road Project - Local Share
07/24/2023	863349	Askin Const	Gas Tax	$	-	WO 22-07 Mullowney Lane Improvements
07/24/2023	863349	Askin Const	Gas Tax	$	333,261.16	WO 22-07 Mullowney Lane Improvements
07/24/2023	863349	Askin Const	Sidewalk Const	$	2,857.24	WO 22-07 Mullowney Lane Improvements
07/24/2023	863349	Askin Const	Str Maint	$	142,764.84	WO 22-07 Mullowney Lane Improvements
07/24/2023	863349	Askin Const	Water	$	602,571.42	WO 22-01 Water and Sewer Main Replacement
07/24/2023	863350	AT & T Corp	Airport	$	817.20	Airport
07/24/2023	863350	AT & T Corp	Building	$	45.12	Building Manager -Jessica Fust
07/24/2023	863350	AT & T Corp	Building	$	504.98	PW-Building Cell Phones -2090 44510 403450
07/24/2023	863350	AT & T Corp	Building	$	386.10	PW-Building Surfaces
07/24/2023	863350	AT & T Corp	CDBG	$	145.44	Comm Dev Dina Harmon, Carly Collings and Tam Rodier
07/24/2023	863350	AT & T Corp	Court Grants	$	167.06	Muni Court DC
07/24/2023	863350	AT & T Corp	Engineering	$	174.20	Engineering Tablets
07/24/2023	863350	AT & T Corp	Engineering	$	194.73	PW-Engineering Cell Phones and MiFiNew MiFi 406.413.5401 -
07/24/2023	863350	AT & T Corp	Facilities	$	45.12	Facilities BOC
07/24/2023	863350	AT & T Corp	Facilities	$	31.58	Facilities BOC
07/24/2023	863350	AT & T Corp	Facilities	$	45.12	Facilities BOC
07/24/2023	863350	AT & T Corp	Facilities	$	13.54	Facilities BOC
07/24/2023	863350	AT & T Corp	Facilities	$	41.06	Facilities BOC
07/24/2023	863350	AT & T Corp	Facilities	$	86.32	Facilities BOC/CH
07/24/2023	863350	AT & T Corp	Facilities	$	28.76	Facilities BOC/CH
07/24/2023	863350	AT & T Corp	Facilities	$	45.12	Facilities City Hall
07/24/2023	863350	AT & T Corp	Facilities	$	90.24	Facilities Managers
07/24/2023	863350	AT & T Corp	Fleet	$	45.43	Motor Pool
07/24/2023	863350	AT & T Corp	General	$	88.07	City Attorney -Legal
07/24/2023	863350	AT & T Corp	General	$	543.44	Code Enforcement +Trina Arnold

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	863350	AT & T Corp	General	$ 45.12	FINANCE
07/24/2023	863350	AT & T Corp	General	$ 45.12	Human Resources
07/24/2023	863350	AT & T Corp	General	$ 146.87	Legal Dept -Domestic Violence
07/24/2023	863350	AT & T Corp	General	$ 242.90	PRPL - Recreation Division
07/24/2023	863350	AT & T Corp	General	$ 86.50	REC Seasonal
07/24/2023	863350	AT & T Corp	General	$ 104.52	Rec Tablets
07/24/2023	863350	AT & T Corp	IT Resources	$ 50.16	IT Department -On call Phone
07/24/2023	863350	AT & T Corp	Library	$ 176.74	Library
07/24/2023	863350	AT & T Corp	Library	$ 107.12	Library Out Reach
07/24/2023	863350	AT & T Corp	P.W. Admin	$ 25.92	PWBLKNP OFFICE -60/40
07/24/2023	863350	AT & T Corp	P.W. Admin	$ 38.88	PWBLKNP OFFICE -60/40
07/24/2023	863350	AT & T Corp	Park Dist 1	$ 481.90	Parks Dept.
07/24/2023	863350	AT & T Corp	Park Dist 1	$ 69.20	Parks Seasonal
07/24/2023	863350	AT & T Corp	Park Dist 1	$ 558.46	PRPL Parks Tablets
07/24/2023	863350	AT & T Corp	Parking	$ 77.63	Parking Division Meter Maintenance
07/24/2023	863350	AT & T Corp	Parking	$ 315.84	Parking Phones and scanner
07/24/2023	863350	AT & T Corp	Parking	$ 225.60	Parking Phones and scanner
07/24/2023	863350	AT & T Corp	PD Program	$ 160.56	CCSIU Toughbook
07/24/2023	863350	AT & T Corp	PD Program	$ 45.39	Domestic Violence
07/24/2023	863350	AT & T Corp	Phone System	$ 25.35	IT Department -On call Phone
07/24/2023	863350	AT & T Corp	Phone System	$ 65.02	IT iPads
07/24/2023	863350	AT & T Corp	Phone System	$ 3.46	Metro Cell Account
07/24/2023	863350	AT & T Corp	Phone System	$ 67.46	TeleComm Manager
07/24/2023	863350	AT & T Corp	Planning	$ 67.46	PLANNING DAVE GREEN
07/24/2023	863350	AT & T Corp	Public Safety	$ 272.07	Animal Control Cell Phones
07/24/2023	863350	AT & T Corp	Public Safety	$ 321.12	Animal Control -MDT
07/24/2023	863350	AT & T Corp	Public Safety	$ 288.02	Comm. Center 9-1-1
07/24/2023	863350	AT & T Corp	Public Safety	$ 40.14	Detective Chartier -Toughbook
07/24/2023	863350	AT & T Corp	Public Safety	$ 1,338.75	Fire Department Cell Phones
07/24/2023	863350	AT & T Corp	Public Safety	$ 135.36	Fire EMS Cell Phone
07/24/2023	863350	AT & T Corp	Public Safety	$ 738.20	Fire iPads -Assistant chiefs new iPads
07/24/2023	863350	AT & T Corp	Public Safety	$ 799.46	Fire iPads -Assistant chiefs new iPads
07/24/2023	863350	AT & T Corp	Public Safety	$ 40.14	Fire iPads -Assistant chiefs new iPads
07/24/2023	863350	AT & T Corp	Public Safety	$ 334.76	Fire iPads -Assistant chiefs new iPads

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	863350	AT & T Corp	Public Safety	$ 85.53	ICAC -Campbell and Spare
07/24/2023	863350	AT & T Corp	Public Safety	$ 1,283.68	MDT Fire
07/24/2023	863350	AT & T Corp	Public Safety	$ 3,982.91	Police Department Cell Phone
07/24/2023	863350	AT & T Corp	Public Safety	$ (200.00)	Police Department Cell Phone
07/24/2023	863350	AT & T Corp	Public Safety	$ 3,821.34	Police MDT Toughbooks and Loaner MDT's
07/24/2023	863350	AT & T Corp	Public Safety	$ 240.84	Police MDT Toughbooks and Loaner MDT's
07/24/2023	863350	AT & T Corp	Public Safety	$ -	Police -Resource Officers
07/24/2023	863350	AT & T Corp	Public Safety	$ 287.20	Yellowstone County Cellular Charges-Fire Dept
07/24/2023	863350	AT & T Corp	Solid Waste	$ 385.43	SOLID WASTE
07/24/2023	863350	AT & T Corp	Solid Waste	$ (200.00)	SOLID WASTE
07/24/2023	863350	AT & T Corp	Street/Traffic	$ 372.55	School Flashers
07/24/2023	863350	AT & T Corp	Street/Traffic	$ 691.32	Street Traffic iPads
07/24/2023	863350	AT & T Corp	Street/Traffic	$ 43.34	Street Traffic iPads
07/24/2023	863350	AT & T Corp	Transit	$ 21.33	MET Supervisor Cell Phones
07/24/2023	863350	AT & T Corp	Transit	$ 50.17	MET Supervisor Cell Phones
07/24/2023	863350	AT & T Corp	Transit	$ 45.14	MET Supervisor Cell Phones
07/24/2023	863350	AT & T Corp	Transit	$ 35.12	MET Supervisor Cell Phones
07/24/2023	863350	AT & T Corp	Transit	$ 50.17	MET Supervisor Cell Phones
07/24/2023	863350	AT & T Corp	Transit	$ 42.17	MET Supervisor Cell Phones
07/24/2023	863350	AT & T Corp	Transit	$ 15.05	MET Supervisor Cell Phones
07/24/2023	863350	AT & T Corp	Transit	$ 50.17	MET Supervisor Cell Phones
07/24/2023	863350	AT & T Corp	Transit	$ 445.02	MET Transit Tablets
07/24/2023	863350	AT & T Corp	Transit	$ 645.35	MET Transit Tablets
07/24/2023	863350	AT & T Corp	Wastewater	$ 180.48	PW Environmental
07/24/2023	863350	AT & T Corp	Wastewater	$ 298.10	PWBELKNAP-DIST COLL CELL PHONES 60/40
07/24/2023	863350	AT & T Corp	Wastewater	$ 474.00	PWBLKNP Electricians -Phones
07/24/2023	863350	AT & T Corp	Wastewater	$ 28.08	PWBLKNP STORES -75/25
07/24/2023	863350	AT & T Corp	Wastewater	$ 907.96	PWBLNP-WWTRMNT1 Wastewater Treatment Plant and iPads
07/24/2023	863350	AT & T Corp	Wastewater	$ 104.52	PWBLNP-WWTRMNT1 Wastewater Treatment Plant and iPads
07/24/2023	863350	AT & T Corp	Wastewater	$ (225.00)	PWBLNP-WWTRMNT1 Wastewater Treatment Plant and iPads
07/24/2023	863350	AT & T Corp	Wastewater	$ 313.18	PW-Distribution Collection Tablets 60/40
07/24/2023	863350	AT & T Corp	Wastewater	$ 69.68	PW-Environmental
07/24/2023	863350	AT & T Corp	Water	$ 447.16	PWBELKNAP-DIST COLL CELL PHONES 60/40
07/24/2023	863350	AT & T Corp	Water	$ 1,045.83	PWBELKNAP-WT Water Treatment

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	863350	AT & T Corp	Water	$ 472.64	PWBLKNP COMM-METER CityWorks/Neptune
07/24/2023	863350	AT & T Corp	Water	$ 391.86	PWBLKNP MTRSHOP CELL PHONE AND IPADS
07/24/2023	863350	AT & T Corp	Water	$ 201.83	PWBLKNP MTRSHOP CELL PHONE AND IPADS
07/24/2023	863350	AT & T Corp	Water	$ 84.23	PWBLKNP STORES -75/25
07/24/2023	863350	AT & T Corp	Water	$ 469.78	PW-Distribution Collection Tablets 60/40
07/24/2023	ACH	Burns & McDonnell Eng	Water	$ 69,194.73	WO 19-42 West End Water Treatment Plant Project
07/24/2023	863360	Capital Industries	Wastewater	$ 21,835.00	20 yard Lined Sludge Container
07/24/2023	863369	City of Great Falls	Fire Grants	$ 4,626.81	GREAT FALLS: DRONE TRAINING PERSONNEL REIMBURSEMENT
07/24/2023	863370	City of Helena	Fire Grants	$ 6,000.00	DRONE TRAINING WAGES REIMBURSEMENT
07/24/2023	863371	City of Kalispell	Fire Grants	$ 4,000.00	DRONE TRAINING REIMBURSED BY GRANT $1,000 PER PERSON
07/24/2023	863372	City of Missoula	Fire Grants	$ 4,000.00	DRONE PILOT TRAINING- REIMBURSEMENT.
07/24/2023	863373	Cop Construction	Gas Tax	$ 7,464.80	WO 23-50 Gabel Rd Culvert..Flood Repair
07/24/2023	863373	Cop Construction	Storm Sewer	$ 7,464.80	WO 23-50 Gabel Rd Culvert..Flood Repair
07/24/2023	863373	Cop Construction	Water	$ 349,169.96	WO 23-01 Contract 1, Sch 2, Ave F Area.. 2023 Water Main Replac
07/24/2023	863373	Cop Construction	Water	$ 86,522.32	WO 23-01 Contract 1, Sch 1, Southgate Dr.. 2023 Water Main Replac
07/24/2023	863377	Crowley Fleck	General	$ 6,300.00	Lobbyist Contract for June 30, 2023
07/24/2023	863379	Cushing Terrell	Park Dist 1	$ 3,399.61	consultant-replacement playground- Arrowhead park
07/24/2023	863379	Cushing Terrell	Park Dist 1	$ 1,202.00	consultant-replacement playground- Arrowhead park
07/24/2023	863379	Cushing Terrell	Park Dist 1	$ 9,000.00	consultant on the reconstruction of the north parking lot
07/24/2023	863382	Dell Computer	Public Safety	$ 5,137.00	Qty. 5 Dell OptiPlex 7010, i5, 16GB RAM, 1TB SSD -Fire Marshals
07/24/2023	863383	Denny Menholt	Park Dist 1	$ (222.60)	230636 - SENSOR
07/24/2023	863383	Denny Menholt	Park Dist 1	$ 222.60	230636 - SENSOR
07/24/2023	863383	Denny Menholt	Property Ins	$ 7,449.18	Repairs to BPD Car 1447
07/24/2023	863386	DOWL	Storm Sewer	$ 5,749.16	WO 20-24 West End Storm System Improvements
07/24/2023	863386	DOWL	Wastewater	$ 26,208.83	WO 22-01 Schedules 1 & 2: Water & Sanitary Sewer Main Replacements
07/24/2023	863386	DOWL	Water	$ 22,697.37	WO 22-01 Schedules 1 & 2: Water & Sanitary Sewer Main Replacements
07/24/2023	863386	DOWL	Water	$ 75,103.40	WO 23-01 2023 Water and Sewer Main Replacement - Water
07/24/2023	863387	Duval Ford	Capital Replace	$ 98,963.00	2023 FORD F-150 Police trade-in allowance- Cash paid x 2
07/24/2023	863387	Duval Ford	Capital Replace	$ 47,487.50	2023 FORD F-150 Police trade-in allowance- cash paid
07/24/2023	863394	Executive Cleaning	Public Safety	$ 1,363.00	APRIL 2023, JANITORIAL SERVICE
07/24/2023	863394	Executive Cleaning	Public Safety	$ 1,363.00	JANITORIAL SERVICES, JUNE 2023
07/24/2023	863395	FCS	Storm Sewer	$ 11,920.64	WO 20-37 Stormwater Utility Development
07/24/2023	863396	Fisher Sand & Gravel	Street/Traffic	$ 2,036.91	asphalt
07/24/2023	863396	Fisher Sand & Gravel	Street/Traffic	$ 521.81	asphalt

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	863396	Fisher Sand & Gravel	Street/Traffic	$ 3,964.82	asphalt
07/24/2023	863396	Fisher Sand & Gravel	Street/Traffic	$ 1,658.30	asphalt
07/24/2023	863398	Gaynor's Auto Body	Public Safety	$ 3,900.00	071823 - BODY PAINT
07/24/2023	863398	Gaynor's Auto Body	Public Safety	$ 1,529.28	071923 - BODY PAINT
07/24/2023	863405	Hawkins	General	$ 3,180.62	chemicals pool supplies - 6527340
07/24/2023	863405	Hawkins	Water	$ 40.00	Demurrage Fees - Chlorine at Chapple Pum
07/24/2023	ACH	HDR	Gas Tax	$ 16,445.88	WO 22-07 Mullowney Lane, Consultant Agreement
07/24/2023	ACH	HDR	Sidewalk Const	$ 13,431.73	WO 22-07 Mullowney Lane, Consultant Agreement
07/24/2023	ACH	HDR	Solid Waste	$ 1,188.30	WO 23-27 Landfill Household Hazardous Waste Facility Agreement
07/24/2023	ACH	HDR	Str Maint	$ 5,136.72	WO 22-07 Mullowney Lane, Consultant Agreement
07/24/2023	ACH	HDR	Wastewater	$ 7,019.74	WO 20-44 WRF Nutrient Recovery Improvements Project
07/24/2023	ACH	HDR	Wastewater	$ 1,276.26	WO 23-38 Sahara Sands Lift Station
07/24/2023	ACH	HDR	Water	$ 3,165.39	WO 18-23 Water Master Plan Update
07/24/2023	ACH	HDR	Water	$ 933.44	WO 22-11 Staples Reservoir Evaluation/Design
07/24/2023	863408	Huppert Const	Park Dist 1	$ 8,049.69	extend sidewalk to water at lake josephine
07/24/2023	863412	Insight Public Sector	General	$ 2,135.01	MS Surface Pro Laptop 5 15", i7, 16GB RAM, 512GB SSD, Dock & warranty
07/24/2023	863412	Insight Public Sector	Street/Traffic	$ 2,673.65	Surface Pro 9 i7, 16GB RAM, 1TB SSD, Dock, keyboard cover and warranty
07/24/2023	863412	Insight Public Sector	Street/Traffic	$ 69.32	UAG Rugged Case
07/24/2023	863413	Integrated Infor Solution	IT Resources	$ 2,850.00	IBM 6099-24C s/n 78-B7980 7/31/23-7/3024
07/24/2023	863413	Integrated Infor Solution	IT Resources	$ 1,990.00	IBM 6099-24C s/n 78-B7980 7/31/23-7/3024
07/24/2023	863413	Integrated Infor Solution	IT Resources	$ 2,360.00	IBM 6099-24C s/n 78-B7980 7/31/23-7/3024
07/24/2023	863415	Interstate Power	Solid Waste	$ 13,558.11	R007058809.01
07/24/2023	863415	Interstate Power	Solid Waste	$ 697.63	R007058981.01 - REPAIR
07/24/2023	863417	Jacobs Eng Group	Gas Tax	$ 665.07	Asset Management Program Project
07/24/2023	863417	Jacobs Eng Group	Light Maint	$ 665.08	Asset Management Program Project
07/24/2023	863417	Jacobs Eng Group	Storm Sewer	$ 1,600.74	Asset Management Program Project
07/24/2023	863417	Jacobs Eng Group	Street/Traffic	$ 2,487.51	Asset Management Program Project
07/24/2023	863417	Jacobs Eng Group	Wastewater	$ 5,441.22	Asset Management Program Project
07/24/2023	863417	Jacobs Eng Group	Water	$ 5,441.22	Asset Management Program Project
07/24/2023	863419	Junior Library Guild	Library	$ 8,638.22	651828 Children's standing order FY2024
07/24/2023	863422	Kent D. Bruce Co	Public Safety	$ 3,448.70	13548 - ANTENNAS
07/24/2023	863422	Kent D. Bruce Co	Public Safety	$ 346.20	13549 - ANTENNAS
07/24/2023	863422	Kent D. Bruce Co	Public Safety	$ 346.20	13549 - ANTENNAS
07/24/2023	863422	Kent D. Bruce Co	Public Safety	$ 346.21	13549 - ANTENNAS

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	863422	Kent D. Bruce Co	Public Safety	$ 16.17	13701 - PLATE
07/24/2023	863422	Kent D. Bruce Co	Public Safety	$ 16.18	13701 - PLATE
07/24/2023	863422	Kent D. Bruce Co	Public Safety	$ 16.18	13701 - PLATE
07/24/2023	863424	Knife River	Airport	$ 389,069.41	Airport Commercial Aircraft Ramp - Schedule IV - Federal Share
07/24/2023	863424	Knife River	Airport	$ 43,229.93	Airport Commercial Aircraft Ramp - Schedule IV - Local Share
07/24/2023	863424	Knife River	Gas Tax	$ -	WO 23-17 Grand Ave & 3rd Street West Storm Drain Improvements
07/24/2023	863424	Knife River	Storm Sewer	$ 122,284.06	WO 23-17 Grand Ave & 3rd Street West Storm Drain Improvements
07/24/2023	863424	Knife River	Str Maint	$ -	WO 23-17 Grand Ave & 3rd Street West Storm Drain Improvements
07/24/2023	863428	Land Design	Park Dist 1	$ 10,625.20	master plan for cottonwood park-016626
07/24/2023	863427	LP Anderson Tire	Fleet	$ 106.87	2030243
07/24/2023	863427	LP Anderson Tire	Fleet	$ 23.32	2030800
07/24/2023	863427	LP Anderson Tire	Public Safety	$ 65.00	2030243
07/24/2023	863427	LP Anderson Tire	Public Safety	$ 65.00	2030321
07/24/2023	863427	LP Anderson Tire	Public Safety	$ 2,281.92	2028469 - TIRE REPAIR
07/24/2023	863427	LP Anderson Tire	Street/Traffic	$ 45.50	2030200 - TIRE REPAIR
07/24/2023	863427	LP Anderson Tire	Street/Traffic	$ 104.00	2030815 - TIRE REPAIR
07/24/2023	863427	LP Anderson Tire	Street/Traffic	$ 45.50	2030816 - TIRE REPAIR
07/24/2023	863427	LP Anderson Tire	Street/Traffic	$ 70.50	2030903 - TIRE REPAIR
07/24/2023	863439	Midland W Manufacture	Solid Waste	$ 3,555.75	18597
07/24/2023	863441	Missoula Rural Fire Dist	Fire Grants	$ 5,000.00	DRONE PILOT TRAIINING REIMBURSEMENT - $1000 PER PERSON
07/24/2023	863446	Morrison Maierle	Airport	$ 11,749.96	Amendment 5 Mid-Field Service Road Project - Federal
07/24/2023	863446	Morrison Maierle	Airport	$ 1,305.55	Amendment 5 Mid-Field Service Road Project - Local
07/24/2023	863446	Morrison Maierle	Airport	$ 39,595.38	Amendment 6 Commercial Aircraft Ramp - Schedule IV - Federal
07/24/2023	863446	Morrison Maierle	Airport	$ 4,399.49	Amendment 6 Commercial Aircraft Ramp - Schedule IV - Local
07/24/2023	863446	Morrison Maierle	Airport	$ 11,702.74	FY 2023 On Call Services
07/24/2023	863446	Morrison Maierle	Wastewater	$ 9,720.25	WO 22-10 Alkali Creek Water and Sewer Extension, Consultant Agreement
07/24/2023	863446	Morrison Maierle	Wastewater	$ 52,769.63	WO 23-01 2023 Water/Sewer Replacement - Contract 2 Sewer
07/24/2023	863446	Morrison Maierle	Wastewater	$ 920.50	WO 23-01 Mountain View Sanitary Sewer Study
07/24/2023	863446	Morrison Maierle	Water	$ -	WO 22-10 Alkali Creek Water and Sewer Extension, Consultant Agreement
07/24/2023	863442	MT Dakota Utilities	Airport	$ 166.96	129 573 1000 1. Mud Wash. July 2023
07/24/2023	863442	MT Dakota Utilities	Airport	$ 21.78	160 723 3573 6. USDA. July 2023
07/24/2023	863442	MT Dakota Utilities	Airport	$ 130.21	179 053 7751 5. New Concourse. July 2023
07/24/2023	863442	MT Dakota Utilities	Airport	$ 21.78	185 580 1000 7. TSA. July 2023
07/24/2023	863442	MT Dakota Utilities	Airport	$ 28.69	229 573 1000 0. Detail Bay 1 Hertz. July 2023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	863442	MT Dakota Utilities	Airport	$ 28.00	283 116 0655 3. Alpine Air. July 2023
07/24/2023	863442	MT Dakota Utilities	Airport	$ 232.98	285 580 1000 6
07/24/2023	863442	MT Dakota Utilities	Airport	$ 21.78	295 580 1000 4. Aero Interiors. July 2023
07/24/2023	863442	MT Dakota Utilities	Airport	$ 24.55	329 573 1000 9. Detail Bay 3 Enterprise. July 2023
07/24/2023	863442	MT Dakota Utilities	Airport	$ 27.30	429 573 1000 8. Detail Bay 4 Avis/Budget. July 2023
07/24/2023	863442	MT Dakota Utilities	Airport	$ 23.85	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. July 2023
07/24/2023	863442	MT Dakota Utilities	Airport	$ 2,022.86	595 580 1000 1
07/24/2023	863442	MT Dakota Utilities	Airport	$ 28.69	629 573 1000 6. Detail Bay 2 National/Alamo. July 2023
07/24/2023	863442	MT Dakota Utilities	Airport	$ 105.04	706 580 1000 7
07/24/2023	863442	MT Dakota Utilities	Airport	$ 710.73	788 689 5644 8. Concourse Kitchen. July 2023
07/24/2023	863442	MT Dakota Utilities	Airport	$ 116.60	889 373 1000 6. Car Wash. July 2023
07/24/2023	863442	MT Dakota Utilities	Park Dist 1	$ 28.62	501 473 1000 2
07/24/2023	863442	MT Dakota Utilities	Public Safety	$ 90.74	668 670 1000 2
07/24/2023	863442	MT Dakota Utilities	Public Safety	$ 64.06	ACCOUNT #08292983782 911 CENTER - STANDBY GENERATOR
07/24/2023	863442	MT Dakota Utilities	Wastewater	$ 64.87	596 733 1000 5
07/24/2023	863442	MT Dakota Utilities	Wastewater	$ 64.21	713 064 3190 0
07/24/2023	863442	MT Dakota Utilities	Wastewater	$ 68.44	843 879 2205 1
07/24/2023	863442	MT Dakota Utilities	Water	$ 12.28	373 580 1000 9
07/24/2023	863442	MT Dakota Utilities	Water	$ 12.27	373 580 1000 9
07/24/2023	863442	MT Dakota Utilities	Water	$ 21.78	541 380 1000 1
07/24/2023	863442	MT Dakota Utilities	Water	$ 63.52	921 580 1000 6
07/24/2023	863448	MT Dept Rev-CGR10	Wastewater	$ 189.87	WO 23-01 2023 Sewer Main Replacement; Burlington Ave Area
07/24/2023	863448	MT Dept Rev-CGR11	Sidewalk Const	$ 28.86	WO 22-07 Mullowney Lane Improvements
07/24/2023	863448	MT Dept Rev-CGR12	Park Dist 1	$ 81.31	extend sidewalk at lake josephine sidewalk-original amount $8131-1409
07/24/2023	863448	MT Dept Rev-CGR13	Water	$ 873.96	WO 23-01 Contract 1, Sch 1,Southgate DR.. 2023 Water Main Replace
07/24/2023	863448	MT Dept Rev-CGR14	Wastewater	$ 2,582.26	WO 23-01 2023 Sewer Main Replacement; Princeton Ave
07/24/2023	863448	MT Dept Rev-CGR15	Water	$ 6,086.58	WO 22-01 Water and Sewer Main Replacement
07/24/2023	863448	MT Dept Rev-CGR16	Gas Tax	$ -	WO 22-07 Mullowney Lane Improvements
07/24/2023	863448	MT Dept Rev-CGR17	Water	$ -	WO 22-10 Alkali Cr Water & Sewer Extension
07/24/2023	863448	MT Dept Rev-CGR18	Storm Sewer	$ 1,235.19	WO 23-17 Knife River Council Action; Payment 1
07/24/2023	863448	MT Dept Rev-CGR19	Airport	$ 4,116.42	Mid-Field Service Road Project - Federal Share
07/24/2023	863448	MT Dept Rev-CGR2	Wastewater	$ 779.11	WO 22-10 Alkali Cr Water & Sewer Extension; Payment 9 F
07/24/2023	863448	MT Dept Rev-CGR2	Wastewater	$ 1,025.31	WO 23-01 2023 Sewer Main Replacement; Zone 2, Ponderosa Dr Area
07/24/2023	863448	MT Dept Rev-CGR20	Airport	$ 3,929.99	Airport Commercial Aircraft Ramp - Schedule IV - Federal Share

Check Date	Check#	Name	Fund Name		Amount	Item Desc
07/24/2023	863448	MT Dept Rev-CGR21	Arterial Streets	$	11,503.01	WO 09-12 Inner Belt Loop Northwest Billings Connector
07/24/2023	863448	MT Dept Rev-CGR22	Trl Donate	$	4,070.70	WO 21-38 Warren Trans_Weave Const Contract
07/24/2023	863448	MT Dept Rev-CGR3	Water	$	3,526.97	WO 23-01 Contract 1, Sch 2, Ave F Area.. 2023 Water Main Replac
07/24/2023	863448	MT Dept Rev-CGR4	Airport	$	457.38	Mid-Field Service Road Project - Local Share
07/24/2023	863448	MT Dept Rev-CGR5	Airport	$	436.67	Airport Commercial Aircraft Ramp - Schedule IV - Local Share
07/24/2023	863448	MT Dept Rev-CGR6	Gas Tax	$	3,366.27	WO 22-07 Mullowney Lane Improvements
07/24/2023	863448	MT Dept Rev-CGR7	Gas Tax	$	-	WO 23-17 Knife River Grand Ave & 3rd Street W Storm Drain Improvement
07/24/2023	863448	MT Dept Rev-CGR8	Str Maint	$	-	WO 23-17 Knife River Storm Drain Improvements
07/24/2023	863448	MT Dept Rev-CGR9	Str Maint	$	1,442.07	WO 22-07 Mullowney Lane Improvements
07/24/2023	863444	MT Peterbilt	Public Safety	$	127.01	75028BL
07/24/2023	863444	MT Peterbilt	Public Safety	$	5,603.48	75028BL
07/24/2023	863444	MT Peterbilt	Public Safety	$	1,093.75	75028BL
07/24/2023	863444	MT Peterbilt	Public Safety	$	425.00	75028BL
07/24/2023	863444	MT Peterbilt	Public Safety	$	(1,093.75)	CM75028BL
07/24/2023	863444	MT Peterbilt	Solid Waste	$	903.65	75028BL
07/24/2023	863444	MT Peterbilt	Solid Waste	$	228.24	75054BL
07/24/2023	863444	MT Peterbilt	Solid Waste	$	149.64	75142BL
07/24/2023	863444	MT Peterbilt	Solid Waste	$	262.20	75442BL
07/24/2023	863444	MT Peterbilt	Solid Waste	$	61.98	75442BL
07/24/2023	863445	MT State Library	Library	$	38,367.68	Montana Shared Catalog FY2024
07/24/2023	863455	N Coast Electric	Street/Traffic	$	14.27	012753867.001
07/24/2023	863455	N Coast Electric	Street/Traffic	$	1,028.83	012753867.001 PO NUM 315520
07/24/2023	863455	N Coast Electric	Street/Traffic	$	696.00	switches for RRFB signal
07/24/2023	863455	N Coast Electric	Street/Traffic	$	48.98	organizer for RRFB supplies
07/24/2023	863455	N Coast Electric	Street/Traffic	$	1,344.00	cable for signals
07/24/2023	863453	NLK9 Inc	PD Program	$	15,000.00	NLK9 invoice 1222, cost for new k9 and handler school for Sean Weston
07/24/2023	863456	NorthWestern Energy	Airport	$	348.52	001848-7. Detail Bay 1 Hertz. July 2023
07/24/2023	863456	NorthWestern Energy	Airport	$	2,237.95	0100483-7. Runway Lights. July 2023
07/24/2023	863456	NorthWestern Energy	Airport	$	1,418.58	0100484-5. ARFF Facility. July 2023
07/24/2023	863456	NorthWestern Energy	Airport	$	95.78	1647695-4. De Icer. July 2023
07/24/2023	863456	NorthWestern Energy	Airport	$	695.55	1669567-8. TSA. July 2023
07/24/2023	863456	NorthWestern Energy	Airport	$	1,572.43	1993430-6. Car Wash. July 2023
07/24/2023	863456	NorthWestern Energy	Airport	$	305.27	2001846-1. Mud Wash. July 2023
07/24/2023	863456	NorthWestern Energy	Airport	$	270.05	2001855-2. Detail Bay 2 National/Alamo. July 2023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	863456	NorthWestern Energy	Airport	$ 52.80	2001862-8. Detail Bay 3 Enterprise. July 2023
07/24/2023	863456	NorthWestern Energy	Airport	$ 190.19	2001865-1. Detail Bay 4 Avis/Budget. July 2023
07/24/2023	863456	NorthWestern Energy	Airport	$ 49.91	2001867-7. Detail Bay 5 Thrifty/Dollar. July 2023
07/24/2023	863456	NorthWestern Energy	Airport	$ 58.73	3085107-5. Employee Parking. July 2023
07/24/2023	863456	NorthWestern Energy	Airport	$ 244.36	3446396-8. USDA. July 2023
07/24/2023	863456	NorthWestern Energy	Airport	$ 912.10	3477231-9. Parking Zone. July 2023
07/24/2023	863456	NorthWestern Energy	Airport	$ 10.81	3733186-5. Airport Storage. July 2023
07/24/2023	863456	NorthWestern Energy	Building	$ 20.69	1569631-3
07/24/2023	863456	NorthWestern Energy	Facilities	$ 2,113.94	0975808-7
07/24/2023	863456	NorthWestern Energy	Facilities	$ 6.00	3866815-8
07/24/2023	863456	NorthWestern Energy	Facilities	$ 144.59	3922089-2
07/24/2023	863456	NorthWestern Energy	General	$ 45.66	0712387-0
07/24/2023	863456	NorthWestern Energy	General	$ 54.49	0712536-2
07/24/2023	863456	NorthWestern Energy	General	$ 542.53	0712538-8
07/24/2023	863456	NorthWestern Energy	General	$ 64.13	0720818-4
07/24/2023	863456	NorthWestern Energy	General	$ 2,855.12	0720821-8
07/24/2023	863456	NorthWestern Energy	General	$ 1,238.53	0720841-6
07/24/2023	863456	NorthWestern Energy	Library	$ 8,555.76	3039007-4 Library electricity June 2023
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 6.15	0722253-2
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 6.00	0722258-1
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 13.73	0722259-9
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 10.48	0722272-2
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 52.80	0722273-0
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 10.23	0722274-8
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 100.88	0722275-5
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 36.03	0722278-9
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 15.10	0722279-7
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 6.15	0722280-5
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 6.15	0722281-3
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 6.15	0722283-9
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 6.15	0722284-7
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 974.65	0722287-0
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 15.10	0722808-3
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 8.75	0722852-1

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 8.79	0722862-0
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 45.77	0722901-6
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 6.46	0722976-8
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 192.93	0722995-8
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 95.29	0723005-5
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 6.15	0723025-3
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ -	0723039-4
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 397.03	0723045-1
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 6.00	0723046-9
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 20.99	0723049-3
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 20.91	0723064-2
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 20.91	0723065-9
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 4.32	0723391-9
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 112.00	0723884-3
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 20.91	0723887-6
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 46.52	0813489-2
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ -	0839280-5
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 237.40	0925496-2
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 23.74	0978917-3
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 43.47	0999807-1
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 243.12	1191404-1
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 6.00	1588262-4
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 12.28	1836666-6
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 14.84	1849408-8
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 24.37	1904944-4
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 41.14	1941243-6
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 6.00	3178260-0
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 79.89	3241436-9
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 12.74	3771457-3
07/24/2023	863456	NorthWestern Energy	Park Dist 1	$ 106.50	4086220-3
07/24/2023	863456	NorthWestern Energy	Parking	$ 73.46	3835890-9
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 7.00	0722272-2
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 6.15	0723384-4
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 6.00	0723385-1

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 6.00	0723386-9
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 6.00	0723388-5
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 2.89	0723391-9
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 7.07	0723393-5
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 6.15	0723394-3
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 6.15	0723395-0
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 6.15	0723396-8
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 6.15	0723397-6
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 6.15	0723398-4
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 6.15	0723835-5
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 8.79	0723836-3
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 6.30	0723840-5
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 211.58	0723879-3
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 6.76	0723883-5
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 7.07	0881455-0
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 25.21	1045813-1
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 0.70	1265177-4
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 25.91	1513796-1
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 94.96	1513800-1
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 8.90	1513802-7
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 9.38	1513804-3
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 7.38	1514388-6
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 0.54	1948667-9
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 1.12	2041362-1
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 4.90	2055817-7
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 5.69	3707234-5
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 10.95	3707235-2
07/24/2023	863456	NorthWestern Energy	Parks Maint	$ 7.06	3707236-0
07/24/2023	863456	NorthWestern Energy	Public Safety	$ 8.46	0712532-1
07/24/2023	863456	NorthWestern Energy	Public Safety	$ 504.67	0720817-6
07/24/2023	863456	NorthWestern Energy	Public Safety	$ 617.80	0871546-8
07/24/2023	863456	NorthWestern Energy	Public Safety	$ 1,872.72	1183483-5
07/24/2023	863456	NorthWestern Energy	Solid Waste	$ 1,886.62	3252194-0
07/24/2023	863456	NorthWestern Energy	Street/Traffic	$ 32.30	0855404-0

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	863456	NorthWestern Energy	Street/Traffic	$ 23.54	1045820-6
07/24/2023	863456	NorthWestern Energy	Street/Traffic	$ 0.28	1740357-7
07/24/2023	863456	NorthWestern Energy	Street/Traffic	$ 1.25	1748896-6
07/24/2023	863456	NorthWestern Energy	Street/Traffic	$ 2.77	3088038-9
07/24/2023	863456	NorthWestern Energy	Street/Traffic	$ 0.83	3590004-2
07/24/2023	863456	NorthWestern Energy	Street/Traffic	$ 23.29	3648861-7
07/24/2023	863456	NorthWestern Energy	Transit	$ 264.73	0719225-5
07/24/2023	863456	NorthWestern Energy	Wastewater	$ 81,219.73	0100591-7
07/24/2023	863456	NorthWestern Energy	Wastewater	$ 1,634.50	0100606-3
07/24/2023	863456	NorthWestern Energy	Wastewater	$ 182.22	0723383-6
07/24/2023	863456	NorthWestern Energy	Wastewater	$ 548.40	822 Shiloh Crossing BLVD Lift...June 202
07/24/2023	863456	NorthWestern Energy	Water	$ 1,328.21	0100485-2
07/24/2023	863456	NorthWestern Energy	Water	$ 6,667.62	0100540-4
07/24/2023	863456	NorthWestern Energy	Water	$ 4,903.50	0100606-3
07/24/2023	863456	NorthWestern Energy	Water	$ 124,222.02	0100606-3
07/24/2023	863456	NorthWestern Energy	Water	$ 10,688.23	0722264-9
07/24/2023	863456	NorthWestern Energy	Water	$ 6,711.01	0723040-2
07/24/2023	863456	NorthWestern Energy	Water	$ 6.00	0723059-2
07/24/2023	863456	NorthWestern Energy	Water	$ 810.12	1116452-2
07/24/2023	863456	NorthWestern Energy	Water	$ 164.71	1142253-2
07/24/2023	863456	NorthWestern Energy	Water	$ 6.00	1160807-2
07/24/2023	863456	NorthWestern Energy	Water	$ 46.19	1346673-5
07/24/2023	863456	NorthWestern Energy	Water	$ 14.10	1867265-9
07/24/2023	863459	OverDrive	Library	$ 39,467.11	CD0152623186368 Montana Library 2 Go FY24
07/24/2023	863460	Perform Eng & Consult	Park Dist 1	$ 553.18	WO 23-15 River Edge Trail Consultant Agreement; payment 3
07/24/2023	863460	Perform Eng & Consult	Park Dist 1	$ 1,452.11	WO 23-15 River Edge Trail Consultant Agreement; Payment 3
07/24/2023	863460	Perform Eng & Consult	Storm Sewer	$ 5,297.50	Bitterroot Drive and Wicks Lane Corridor Drainage Improvements
07/24/2023	863460	Perform Eng & Consult	Storm Sewer	$ 7,967.01	Bitterroot Drive and Wicks Lane Corridor Drainage Improvements
07/24/2023	863460	Perform Eng & Consult	Tax Incrmnt S	$ 2,316.46	WO 23-15 River Edge Trail Consultant Agreement
07/24/2023	863464	Public Utilities	Airport	$ 18,051.23	136516
07/24/2023	863464	Public Utilities	Facilities	$ 822.94	158260
07/24/2023	863464	Public Utilities	Parking	$ 87.59	102086
07/24/2023	863464	Public Utilities	Parking	$ 1,148.38	102980
07/24/2023	863464	Public Utilities	Parking	$ 10.85	102981

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	863464	Public Utilities	Parks Maint	$ 15.23	136113
07/24/2023	863464	Public Utilities	Street/Traffic	$ -	180332
07/24/2023	863464	Public Utilities	Street/Traffic	$ -	180334
07/24/2023	863464	Public Utilities	Street/Traffic	$ 6.73	181505
07/24/2023	863464	Public Utilities	Street/Traffic	$ 105.62	243346
07/24/2023	863464	Public Utilities	Street/Traffic	$ -	259589
07/24/2023	863464	Public Utilities	Street/Traffic	$ -	259590
07/24/2023	863464	Public Utilities	Street/Traffic	$ -	261854
07/24/2023	863469	Rimrock Foundation	Court Grants	$ 2,361.26	23 June Rimrock DUI
07/24/2023	863469	Rimrock Foundation	Court Grants	$ 5,339.24	23 June Rimrock No Insur., Copasy and Deduc.
07/24/2023	863471	Riverside Contracting	Arterial Streets	$ 1,138,798.44	Inner Belt Loop Northwest Billings Connector
07/24/2023	863472	Riverstone Health	General	$ 11,250.00	DEQ Air Quality Monitoring Contract Q1 FY23: July to September 2023
07/24/2023	863472	Riverstone Health	General	$ 11,250.00	DEQ Air Quality Monitoring Contract Q4 FY23: April to June 2023
07/24/2023	863476	Sanderson Stewart	Arterial Streets	$ 45,904.50	WO 09-12 Inner Belt Loop - Sch 1 - Northwest Billings Connector
07/24/2023	863476	Sanderson Stewart	Gas Tax	$ -	WO 09-12 Inner Belt Loop - Sch 1 - Northwest Billings Connector
07/24/2023	863476	Sanderson Stewart	Tax Incrmnt S	$ 3,628.57	WO 21-42 SBURA Streets improvements, Phase 1
07/24/2023	863476	Sanderson Stewart	Tax Incrmnt S	$ 7,379.50	WO 21-42 SBURA Streets improvements, Phase 1
07/24/2023	863476	Sanderson Stewart	Trl Donate	$ 38,792.48	WO 21-38 Skyline Trail (Marathon Loop) Schedule II
07/24/2023	863490	Sysco Montana	General	$ 1,352.11	food for rose pool concessions
07/24/2023	863490	Sysco Montana	General	$ 937.75	supplies for rose concessions
07/24/2023	863490	Sysco Montana	General	$ 1,124.53	supplies for rose concessions
07/24/2023	863490	Sysco Montana	General	$ 465.85	supplies for rose concessions
07/24/2023	863490	Sysco Montana	General	$ 1,842.75	supplies for rose pool concessions
07/24/2023	863490	Sysco Montana	General	$ 202.44	supplies for rose pool concessions
07/24/2023	ACH	Town & Co Supply	Airport	$ 28,062.71	QTA Car Rental Fuel
07/24/2023	ACH	Town & Co Supply	Fleet	$ 9,592.09	436945
07/24/2023	ACH	Town & Co Supply	Fleet	$ 6,526.79	436945
07/24/2023	ACH	Town & Co Supply	Fleet	$ 14,191.59	436945
07/24/2023	ACH	Town & Co Supply	Fleet	$ 9,185.21	436945
07/24/2023	ACH	Town & Co Supply	Public Safety	$ 1,421.96	436403 FIRE 7 - DIESEL
07/24/2023	ACH	Town & Co Supply	Public Safety	$ 1,532.55	436405 & 436406 DIESEL FUEL - 7/12/2023
07/24/2023	ACH	Town & Co Supply	Transit	$ 6,718.16	436412. 2001 Gallons Unleaded
07/24/2023	863496	Tru Pipe	Payroll Clearing	$ 24,700.00	Bid Deposit Refund for W.O. 23-48; CCTV Storm Drain
07/24/2023	ACH	US Bank PCards	Airport	$ 22.59	360 Office Solutions Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	Airport	$ 1,263.00	4Te*Alarm Services - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 1,135.00	Alpine Plumbing Heating & - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 540.00	Alpine Plumbing Heating & - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 98.97	Amazon.Com*4O9X93Ek3 - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 38.04	Amzn Mktp Us*Bx5R74Jw3 - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 298.99	Amzn Mktp Us*Ep5Sq7Ef3 - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 100.00	Custom Connector Kits - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 424.58	Ecolab Inc - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 268.34	Ecolab Inc - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 243.18	Ecolab Inc - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 282.94	Ecolab Inc - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 47.20	Edge Construction Supp - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 562.50	Feld Fire - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 562.50	Feld Fire - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 1,062.18	Firepenny - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 65.44	Heights Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 2,375.20	Interstate Battery Of The - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 4.66	Napa Store 3547001 - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 522.79	Napa Store 3547001 - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 98.04	Napa Store 3547001 - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 34.00	Napa Store 3547001 - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 215.32	Northwest Pipe Fittings - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 2,343.59	Nwestco - 003 - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 2,343.59	Nwestco - 003 - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 1,084.77	Sherwin Williams 703203 - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 41.25	Spic And Span - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 188.00	Spic And Span - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ (24.51)	Tacticalgear.Com - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 35.91	The Home Depot #3101 - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 775.00	The Montana Quarterly - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 1,500.00	Transportation Security - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 982.33	True North Gear - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ (982.33)	True North Gear - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 146.74	Wal-Mart #2923 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	Airport	$ 389.40	Wal-Mart #4412 - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 145.99	Warson Group Inc - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 15.30	Wm Supercenter #2923 - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 536.00	Wpsg, Inc. - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 2,382.85	Yellowstone Electric Comp - PCard
07/24/2023	ACH	US Bank PCards	Airport	$ 427.50	Yellowstone Electric Comp - PCard
07/24/2023	ACH	US Bank PCards	Building	$ 138.14	Amzn Mktp Us*Gp1675Xg3 - PCard
07/24/2023	ACH	US Bank PCards	Building	$ 669.89	Amzn Mktp Us*No1I43Xl3 - PCard
07/24/2023	ACH	US Bank PCards	Building	$ 1.00	Co Billings Park3 - PCard
07/24/2023	ACH	US Bank PCards	Building	$ 250.00	Iapmo - PCard
07/24/2023	ACH	US Bank PCards	Building	$ 230.00	Int'L Code Council Inc - PCard
07/24/2023	ACH	US Bank PCards	Building	$ 9.23	Samsclub.Com - PCard
07/24/2023	ACH	US Bank PCards	Building	$ 21.63	Samsclub.Com - PCard
07/24/2023	ACH	US Bank PCards	Building	$ 405.00	Selbys - PCard
07/24/2023	ACH	US Bank PCards	CDBG	$ 75.24	Amazon.Com*U631J6Cz3 - PCard
07/24/2023	ACH	US Bank PCards	CDBG	$ 12.95	Canva* I03830-40679245 - PCard
07/24/2023	ACH	US Bank PCards	CDBG	$ 40.00	Cna Surety - PCard
07/24/2023	ACH	US Bank PCards	CDBG	$ 52.00	Cna Surety - PCard
07/24/2023	ACH	US Bank PCards	CDBG	$ 2,700.32	Cncs - PCard
07/24/2023	ACH	US Bank PCards	CDBG	$ 25.00	Montana Secretary State - PCard
07/24/2023	ACH	US Bank PCards	CDBG	$ 61.00	The Athenian - PCard
07/24/2023	ACH	US Bank PCards	Central Service	$ 196.53	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	Central Service	$ 413.01	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	Court Grants	$ 11.78	Albertsons #0630 - PCard
07/24/2023	ACH	US Bank PCards	Court Grants	$ 11.99	Amzn Mktp Us*K30237223 - PCard
07/24/2023	ACH	US Bank PCards	Court Grants	$ 64.40	Little Caesar'S 3727-0001 - PCard
07/24/2023	ACH	US Bank PCards	Court Grants	$ 12.00	Little Caesar'S 3727-0001 - PCard
07/24/2023	ACH	US Bank PCards	Court Grants	$ 136.00	Sunset Bowl - PCard
07/24/2023	ACH	US Bank PCards	Court Grants	$ 34.97	Uber Trip - PCard
07/24/2023	ACH	US Bank PCards	Court Grants	$ 30.92	Uber Trip - PCard
07/24/2023	ACH	US Bank PCards	Court Grants	$ 32.90	Uber Trip - PCard
07/24/2023	ACH	US Bank PCards	Court Grants	$ 0.76	United 0162497745181 - PCard
07/24/2023	ACH	US Bank PCards	Court Grants	$ 35.00	United 0164217771492 - PCard
07/24/2023	ACH	US Bank PCards	Court Grants	$ 35.00	United 0164218748597 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	Court Grants	$ 1,096.29	Westin Hou Dwtn Hotel - PCard
07/24/2023	ACH	US Bank PCards	Engineering	$ 134.95	Als Bootery & Repair Shop - PCard
07/24/2023	ACH	US Bank PCards	Engineering	$ 71.34	Costco Whse #0069 - PCard
07/24/2023	ACH	US Bank PCards	Engineering	$ 431.02	In *Timemark Incorporated - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 39.87	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 39.87	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 75.00	4Te*Alarm Services - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 12.50	4Te*Alarm Services - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 12.99	Bloedorn Lumber Co- Bi - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 21.85	Ferguson Ent - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 42.22	Ferguson Ent - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 29.90	Ferguson Ent - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 13.57	Grainger - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 49.00	Grainger - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 377.52	Grainger - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 522.90	Kb Commercial Products - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 40.15	Kb Commercial Products - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 44.96	Kings Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 2.99	Kings Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 20.01	Napa Store 3547001 - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 30.75	Spinfresh Laundry - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 25.38	Spinfresh Laundry - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 30.75	Spinfresh Laundry - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 25.37	Spinfresh Laundry - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 21.44	The Home Depot #3101 - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 11.97	The Home Depot #3101 - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 45.04	The Home Depot #3101 - PCard
07/24/2023	ACH	US Bank PCards	Facilities	$ 11.97	The Home Depot #3101 - PCard
07/24/2023	ACH	US Bank PCards	Fleet	$ 750.00	Helm-Ford Diag Software - PCard
07/24/2023	ACH	US Bank PCards	Fleet	$ 500.00	Soi Nexiq - PCard
07/24/2023	ACH	US Bank PCards	General	$ 54.02	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 1,259.03	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 61.82	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 117.49	360 Office Solutions Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	General	$ 42.53	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 49.22	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 58.10	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 40.12	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 32.43	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 65.00	A1 Jds Lock - PCard
07/24/2023	ACH	US Bank PCards	General	$ 1,415.00	Absaroka River Adventures - PCard
07/24/2023	ACH	US Bank PCards	General	$ 1,265.00	Absaroka River Adventures - PCard
07/24/2023	ACH	US Bank PCards	General	$ 12.99	Adobe *800-833-6687 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 54.99	Adobe *Adobe - PCard
07/24/2023	ACH	US Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
07/24/2023	ACH	US Bank PCards	General	$ 69.08	Albertsons #0038 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 23.31	Albertsons #0038 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 300.00	American Red Cross - PCard
07/24/2023	ACH	US Bank PCards	General	$ 7.49	Amzn Mktp Us*2L25Y84I3 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 6.99	Amzn Mktp Us*3S1Su98J3 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 22.76	Amzn Mktp Us*7R0567Cc3 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 109.98	Amzn Mktp Us*7Z1Q617R3 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 21.99	Amzn Mktp Us*Am5Xi7Df3 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 12.00	Amzn Mktp Us*Ar9Bv9D93 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 8.69	Amzn Mktp Us*Gd7280Dx3 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 59.99	Amzn Mktp Us*K90Je00S3 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 116.12	Amzn Mktp Us*Ky05R7M83 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 189.95	Amzn Mktp Us*Qo15O2B03 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 129.48	Amzn Mktp Us*Zm7Vy9Ft3 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 37.00	Batteries+Bulbs #0253 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 489.30	Becker Professional Deve - PCard
07/24/2023	ACH	US Bank PCards	General	$ 394.00	Cc* Nrpa Career Center - PCard
07/24/2023	ACH	US Bank PCards	General	$ 479.92	Costco Whse #0069 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 22.99	Costco Whse #0069 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 53.60	Costco Whse #0069 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 156.00	Crumbl* Billings - PCard
07/24/2023	ACH	US Bank PCards	General	$ 295.24	Denny Menholt Chevrolet - PCard
07/24/2023	ACH	US Bank PCards	General	$ 104.99	Dillards 939 Rimrock M - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	General	$ 75.00	Dragon Egg Games - PCard
07/24/2023	ACH	US Bank PCards	General	$ 78.00	Dragon Egg Games - PCard
07/24/2023	ACH	US Bank PCards	General	$ 477.32	Econo Print - PCard
07/24/2023	ACH	US Bank PCards	General	$ 477.00	Elk River Outfitters - PCard
07/24/2023	ACH	US Bank PCards	General	$ 477.00	Elk River Outfitters - PCard
07/24/2023	ACH	US Bank PCards	General	$ 477.00	Elk River Outfitters - PCard
07/24/2023	ACH	US Bank PCards	General	$ 530.00	Elk River Outfitters - PCard
07/24/2023	ACH	US Bank PCards	General	$ 25.99	Evergreen Ace Hardware - PCard
07/24/2023	ACH	US Bank PCards	General	$ 48.96	Evergreen Ace Hardware - PCard
07/24/2023	ACH	US Bank PCards	General	$ 440.00	Get Air Billings, Llc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 68.25	Hansen Music - PCard
07/24/2023	ACH	US Bank PCards	General	$ 359.76	Hansen Music - PCard
07/24/2023	ACH	US Bank PCards	General	$ 82.68	Hanson Chemical - PCard
07/24/2023	ACH	US Bank PCards	General	$ 165.36	Hanson Chemical - PCard
07/24/2023	ACH	US Bank PCards	General	$ 99.31	Harbor Freight Tools 207 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 224.96	Harbor Freight Tools 207 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 890.00	Icma Online - PCard
07/24/2023	ACH	US Bank PCards	General	$ 890.00	Icma Online - PCard
07/24/2023	ACH	US Bank PCards	General	$ 923.34	Insight Public Sector - PCard
07/24/2023	ACH	US Bank PCards	General	$ 121.53	J&J Amusements, Inc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 86.76	J&J Amusements, Inc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 302.64	J&J Amusements, Inc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 42.72	Midland Implement Co - PCard
07/24/2023	ACH	US Bank PCards	General	$ 65.98	Office Depot #2135 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 166.03	Office Depot #450 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 298.00	Payrollorg - PCard
07/24/2023	ACH	US Bank PCards	General	$ 685.00	Py *Mosaic Threads, Llc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 360.00	Py *Mosaic Threads, Llc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 91.80	Rev.Com - PCard
07/24/2023	ACH	US Bank PCards	General	$ (21.78)	Sams Club#4805 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 234.18	Samsclub.Com - PCard
07/24/2023	ACH	US Bank PCards	General	$ 306.56	Samsclub.Com - PCard
07/24/2023	ACH	US Bank PCards	General	$ 9.24	Samsclub.Com - PCard
07/24/2023	ACH	US Bank PCards	General	$ 21.63	Samsclub.Com - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	General	$ 40.00	Scheels Billings - PCard
07/24/2023	ACH	US Bank PCards	General	$ 453.89	Scheels Billings - PCard
07/24/2023	ACH	US Bank PCards	General	$ 69.99	Shipton'S Big R East - PCard
07/24/2023	ACH	US Bank PCards	General	$ 14.98	Shipton'S Big R West - PCard
07/24/2023	ACH	US Bank PCards	General	$ 253.00	Skateworld - PCard
07/24/2023	ACH	US Bank PCards	General	$ 220.00	Skateworld - PCard
07/24/2023	ACH	US Bank PCards	General	$ 383.45	Slice*Americanclassicp - PCard
07/24/2023	ACH	US Bank PCards	General	$ 102.54	Sp Pyrodrone - PCard
07/24/2023	ACH	US Bank PCards	General	$ 10.75	Sq *Ebon Coffee Collectiv - PCard
07/24/2023	ACH	US Bank PCards	General	$ 190.00	Steepworld Climbing - PCard
07/24/2023	ACH	US Bank PCards	General	$ 247.00	Steepworld Climbing - PCard
07/24/2023	ACH	US Bank PCards	General	$ 251.25	Sunset Bowl - PCard
07/24/2023	ACH	US Bank PCards	General	$ 386.25	Sunset Bowl - PCard
07/24/2023	ACH	US Bank PCards	General	$ 131.25	Sunset Bowl - PCard
07/24/2023	ACH	US Bank PCards	General	$ 75.00	Sunset Bowl - PCard
07/24/2023	ACH	US Bank PCards	General	$ 404.06	The Home Depot 3101 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 1,916.25	Thomson West*Tcd - PCard
07/24/2023	ACH	US Bank PCards	General	$ 25.50	Tire Rama 101 Bc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 17.07	Town & Country Food - PCard
07/24/2023	ACH	US Bank PCards	General	$ 560.00	Tst* Waterpark - PCard
07/24/2023	ACH	US Bank PCards	General	$ 8.13	Usps Po 2907800103 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 382.50	Varidesk* 1800 207 2587 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 210.38	Volkswagen Billings Part - PCard
07/24/2023	ACH	US Bank PCards	General	$ 217.50	Volkswagen Billings Serv - PCard
07/24/2023	ACH	US Bank PCards	General	$ 13.00	Wal-Mart #1956 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 184.87	Wal-Mart #1956 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 9.90	Wal-Mart #2923 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 29.85	Wal-Mart #2923 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 34.44	Wal-Mart #2923 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 7.60	West End Lock And Secur - PCard
07/24/2023	ACH	US Bank PCards	General	$ 3.33	Wheniwork.Com - PCard
07/24/2023	ACH	US Bank PCards	General	$ 162.50	Wheniwork.Com - PCard
07/24/2023	ACH	US Bank PCards	General	$ 200.00	Wheniwork.Com - PCard
07/24/2023	ACH	US Bank PCards	General	$ 157.50	Wilson Sporting Goods Co. - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	General	$ 60.90	Wm Supercenter #1956 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 3.92	Wm Supercenter #1956 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 51.80	Wm Supercenter #2923 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 121.60	Wm Supercenter #2923 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 83.92	Yellowstone Wildlife San - PCard
07/24/2023	ACH	US Bank PCards	General	$ 1,145.00	Zeecreativeinc - PCard
07/24/2023	ACH	US Bank PCards	General	$ 47.97	Zoom.Us 888-799-9666 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 16.59	Zoom.Us 888-799-9666 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 17.99	Zoom.Us 888-799-9666 - PCard
07/24/2023	ACH	US Bank PCards	General	$ 72.39	Zumba Fitness - PCard
07/24/2023	ACH	US Bank PCards	General	$ 35.00	Zumbini - PCard
07/24/2023	ACH	US Bank PCards	IT Resources	$ 34.50	4Te*Alarm Services - PCard
07/24/2023	ACH	US Bank PCards	IT Resources	$ 125.82	Amzn Mktp Us*Ww32F94D3 - PCard
07/24/2023	ACH	US Bank PCards	IT Resources	$ 575.52	Expedia 72586985562418 - PCard
07/24/2023	ACH	US Bank PCards	IT Resources	$ (1,165.50)	Isc2 - PCard
07/24/2023	ACH	US Bank PCards	IT Resources	$ 1,165.50	Isc2 - PCard
07/24/2023	ACH	US Bank PCards	IT Resources	$ 551.40	United 0162498237753 - PCard
07/24/2023	ACH	US Bank PCards	IT Resources	$ 148.00	United 0164218760151 - PCard
07/24/2023	ACH	US Bank PCards	IT Resources	$ 148.00	United 0164218760152 - PCard
07/24/2023	ACH	US Bank PCards	IT Resources	$ 139.84	Wasabi Technologies - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 57.90	Amazon.Com*P16Bt3Z73 Amzn - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 146.93	Amzn Mktp Us*5O0Z63A43 - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 20.94	Amzn Mktp Us*Fo9W487D3 - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 127.36	Amzn Mktp Us*Qo5Ip0C23 - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 21.24	Amzn Mktp Us*Sp80T7X33 - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 25.00	Batteries+Bulbs #0253 - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 26.30	Billings - Tacoma Screw P - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 27.78	Billings Hardware & Servi - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 3.97	Billings Hardware & Servi - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 192.00	Cph Liability Insuranc - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 60.05	Econo Print - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 36.88	Facebk Maalkstqq2 - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 912.15	Hyatt Regency Mccormick - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 7.00	Hyatt Regency Mccormick - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	Library	$ 9.99	Microsoft*Console 1 Month - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 162.50	Otc Brands Inc - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 55.99	Tillys Internet - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 55.99	Tillys Internet - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 55.99	Tillys Internet - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 55.99	Tillys Internet - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 55.99	Tillys Internet - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 55.99	Tillys Internet - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 55.99	Tillys Internet - PCard
07/24/2023	ACH	US Bank PCards	Library	$ 155.52	Zoom.Us 888-799-9666 - PCard
07/24/2023	ACH	US Bank PCards	P.W. Admin	$ 36.98	Amazon.Com*7Z9T70En3 Amzn - PCard
07/24/2023	ACH	US Bank PCards	P.W. Admin	$ 19.99	Billingsgazettethriftynck - PCard
07/24/2023	ACH	US Bank PCards	P.W. Admin	$ 16.59	Zoom.Us 888-799-9666 - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 146.94	A And H Turf And Specialt - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 878.40	A And H Turf And Specialt - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 878.40	A And H Turf And Specialt - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 31.63	A And H Turf And Specialt - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 399.99	A And H Turf And Specialt - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 150.00	Als Bootery & Repair Shop - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 56.99	Amzn Mktp Us*E09Yb7Q13 - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 43.25	Billings - Tacoma Screw P - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 82.39	Billings - Tacoma Screw P - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 11.53	Billings - Tacoma Screw P - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 489.99	Billings Hardware & Servi - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 4.10	Border States Industries - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 5.01	Border States Industries - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 111.60	C & B Operations Llc - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 103.94	Cab Store Billings, Mt - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 70.01	Famousfootwear#2195 - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 14.54	Heights Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 110.11	Kings Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 169.79	Kings Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 199.00	Kings Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 107.91	Kings Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 13.98	Lowes #00319* - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 143.94	Lowes #00319* - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 116.08	Midland Implement Co - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 840.00	Midland Implement Co - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 119.40	Midland Implement Co - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 974.00	Midland Implement Co - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 62.80	Napa Store 3547001 - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 89.37	Napa Store 3547001 - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 15.74	Office Depot #1080 - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 35.99	Office Depot #450 - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 160.88	Rei #198 Billings - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 15.98	Shipton'S Big R East - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 64.98	Shipton'S Big R West - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 19.99	Shipton'S Big R West - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 87.92	Snappyduds - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 14.98	The Home Depot #3101 - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 42.97	The Home Depot #3101 - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 25.00	Tire Rama 105 It - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 39.09	Tire Rama 105 It - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 1,327.00	Uprooter - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 23.96	Wal-Mart #1956 - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 1,990.00	Www.Galaxydigital.Com - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 23.23	Yellowstone County Treas - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 1,530.03	Yellowstone Recreation Po - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 41.15	Yellowstone Recreation Po - PCard
07/24/2023	ACH	US Bank PCards	Park Dist 1	$ 16.99	Zoom.Us 888-799-9666 - PCard
07/24/2023	ACH	US Bank PCards	Park Prgrms	$ 209.00	International Bronze Plaq - PCard
07/24/2023	ACH	US Bank PCards	Park Prgrms	$ 418.00	International Bronze Plaq - PCard
07/24/2023	ACH	US Bank PCards	Park Prgrms	$ 255.00	The Good Earth Works Co - PCard
07/24/2023	ACH	US Bank PCards	Park Prgrms	$ 467.50	The Good Earth Works Co - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 5.40	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 32.17	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 52.50	4Te*Alarm Services - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 90.00	4Te*Alarm Services - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	Parking	$ 90.00	4Te*Alarm Services - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 400.00	Ace Electric - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 31.98	Amzn Mktp Us*Kb1Yt1N03 - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 119.95	Billings Army Navy Surplu - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 96.00	Billings Construction Sup - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 54.00	Dpt Client Pmts - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 347.32	Econo Print - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 149.33	Econo Print - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 54.79	Galls - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 72.78	Kb Commercial Products - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 72.78	Kb Commercial Products - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 72.76	Kb Commercial Products - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 25.00	Spic And Span - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 25.00	Spic And Span - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 25.00	Spic And Span - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 110.00	Sq *Skyline Services, Inc - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 140.00	Sq *Skyline Services, Inc - PCard
07/24/2023	ACH	US Bank PCards	Parking	$ 70.00	Sq *Skyline Services, Inc - PCard
07/24/2023	ACH	US Bank PCards	Parks Maint	$ 1,089.71	In *Canyon Creek Nursery - PCard
07/24/2023	ACH	US Bank PCards	Parks Maint	$ 105.69	Midland Implement Co - PCard
07/24/2023	ACH	US Bank PCards	PD Program	$ 332.50	Rock31 Payment Applied - PCard
07/24/2023	ACH	US Bank PCards	PD Program	$ 102.56	Tracfone *Airtime - PCard
07/24/2023	ACH	US Bank PCards	Phone System	$ 47.99	Amazon.Com*6N2Eo55C3 Amzn - PCard
07/24/2023	ACH	US Bank PCards	Phone System	$ (13.59)	Amzn Mktp Us - PCard
07/24/2023	ACH	US Bank PCards	Phone System	$ (13.59)	Amzn Mktp Us - PCard
07/24/2023	ACH	US Bank PCards	Phone System	$ (13.59)	Amzn Mktp Us - PCard
07/24/2023	ACH	US Bank PCards	Phone System	$ (13.59)	Amzn Mktp Us - PCard
07/24/2023	ACH	US Bank PCards	Phone System	$ (13.59)	Amzn Mktp Us - PCard
07/24/2023	ACH	US Bank PCards	Phone System	$ (13.59)	Amzn Mktp Us - PCard
07/24/2023	ACH	US Bank PCards	Phone System	$ (13.59)	Amzn Mktp Us - PCard
07/24/2023	ACH	US Bank PCards	Phone System	$ (13.59)	Amzn Mktp Us - PCard
07/24/2023	ACH	US Bank PCards	Phone System	$ 36.98	Amzn Mktp Us*6P15O7Zv3 - PCard
07/24/2023	ACH	US Bank PCards	Planning	$ 176.75	Amzn Mktp Us*Yx2U48Qu3 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	Planning	$ 264.94	Dd Doordash Caferiome - PCard
07/24/2023	ACH	US Bank PCards	Planning	$ 250.00	Montana Association Of - PCard
07/24/2023	ACH	US Bank PCards	Planning	$ 250.00	Montana Association Of - PCard
07/24/2023	ACH	US Bank PCards	Planning	$ 9.51	Samsclub.Com - PCard
07/24/2023	ACH	US Bank PCards	Planning	$ 22.28	Samsclub.Com - PCard
07/24/2023	ACH	US Bank PCards	Planning	$ 16.59	Zoom.Us 888-799-9666 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 13.05	Alsco Inc. - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 13.30	Alsco Inc. - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 13.05	Alsco Inc. - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 13.30	Alsco Inc. - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 13.05	Alsco Inc. - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 26.76	Alsco Inc. - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 13.05	Alsco Inc. - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 159.98	Amzn Mktp Us*1B1E80At3 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 39.95	Amzn Mktp Us*7F5Ca1L43 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 65.98	Amzn Mktp Us*8O5Pd85R3 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 19.97	Amzn Mktp Us*A37Cm44G3 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 25.99	Amzn Mktp Us*Tb8Y21121 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 563.70	Amzn Mktp Us*Ty1Xg2X13 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 232.00	Amzn Mktp Us*Wp9Zq0713 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 13.98	Amzn Mktp Us*Ww32F94D3 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 29.37	Bargreen Ellingson - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 4,500.00	Berrys Auto - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 26.99	Billingsgazettethriftynck - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 99.99	Carfax *Carfax.Com - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 69.99	Evergreen Ace Hardware - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 206.10	Evergreen Ace Hardware - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 34.70	Exxon Bonner 1 #1070 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 73.00	Exxon Rocker 3 #1357 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 70.86	Exxon Rocker 3 #1357 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 197.73	Fairfield Inn & Suites - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 197.73	Fairfield Inn & Suites - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 1,109.71	Global Assets Integrated - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 125.95	Hanson Chemical - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	Public Safety	$ 58.62	Hanson Chemical - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 239.75	Hanson Chemical - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 117.24	Hanson Chemical - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 150.19	Hanson Chemical - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 74.99	Hulu 877-8244858 Ca - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 395.00	Iape - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 699.00	International Association - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 290.51	Iron Mountain - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 22.38	Kings Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 252.15	Kings Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 37.36	Kings Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 182.55	Northwest Scientific Inc - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 1.95	Pp*8959Code - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 29.90	Rei.Com 800-426-4840 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 119.90	Rei.Com 800-426-4840 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 575.82	Shiloh Veterinary Hospita - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 285.92	Spectrum - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 28.74	Sundberg America - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 201.27	Tractor-Supply-Co #0303 - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 166.44	Ups*Billing Center - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 226.00	Usps Po Boxes Online - PCard
07/24/2023	ACH	US Bank PCards	Public Safety	$ 43.48	Yellowstone Valley Elect - PCard
07/24/2023	ACH	US Bank PCards	Solid Waste	$ 343.81	Alsco Inc. - PCard
07/24/2023	ACH	US Bank PCards	Solid Waste	$ 334.66	Alsco Inc. - PCard
07/24/2023	ACH	US Bank PCards	Solid Waste	$ 185.12	Alsco Inc. - PCard
07/24/2023	ACH	US Bank PCards	Solid Waste	$ 185.12	Alsco Inc. - PCard
07/24/2023	ACH	US Bank PCards	Solid Waste	$ 63.90	Cintas Corp - PCard
07/24/2023	ACH	US Bank PCards	Solid Waste	$ 318.62	Cintas Corp - PCard
07/24/2023	ACH	US Bank PCards	Solid Waste	$ 4.00	Co Billings Park3 - PCard
07/24/2023	ACH	US Bank PCards	Solid Waste	$ 4.00	Co Billings Park3 - PCard
07/24/2023	ACH	US Bank PCards	Solid Waste	$ 54.70	Evergreen Ace Hardware - PCard
07/24/2023	ACH	US Bank PCards	Solid Waste	$ 1,208.06	Fastenal Company 01Mtbll - PCard
07/24/2023	ACH	US Bank PCards	Solid Waste	$ 448.74	Grainger - PCard
07/24/2023	ACH	US Bank PCards	Solid Waste	$ 68.63	Mac Tools - Billings - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	Solid Waste	$ 69.70	Walmart.Com 8009666546 - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 1,839.83	Better Air Quality Llc - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 31.36	Bloedorn Lumber Co- Bi - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 77.82	Bloedorn Lumber Co- Bi - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 64.37	Costco Whse #0069 - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 94.93	Evergreen Ace Hardware - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 64.99	Harbor Freight Tools 207 - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 7.48	Hose And Rubber Supply Bi - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 20.96	Lowes #00319* - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 5.20	Lowes #00319* - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 88.73	Lowes #00319* - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 154.42	Lowes #00319* - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 10.65	Lowes #00319* - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 10.98	Lowes #00319* - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 47.46	Pzg**Mt Dept Of Ag Onl - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 265.90	Sams Club #4805 - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 199.95	Shipton'S Big R East - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 19.99	Shipton'S Big R West - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 2,400.00	Sq *Solid Concrete, Inc. - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 2,400.00	Sq *Solid Concrete, Inc. - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 43.96	Store*Topz Sandwich Co - PCard
07/24/2023	ACH	US Bank PCards	Street/Traffic	$ 59.48	The Home Depot #3101 - PCard
07/24/2023	ACH	US Bank PCards	Transit	$ 124.99	Amzn Mktp Us*Ib0488Xa3 - PCard
07/24/2023	ACH	US Bank PCards	Transit	$ 45.00	Awg 3575 - PCard
07/24/2023	ACH	US Bank PCards	Transit	$ 82.50	Banksupplies - PCard
07/24/2023	ACH	US Bank PCards	Transit	$ 31.36	Billings - Tacoma Screw P - PCard
07/24/2023	ACH	US Bank PCards	Transit	$ 518.00	Creative Monograms Smb - PCard
07/24/2023	ACH	US Bank PCards	Transit	$ 770.00	Cummins Osm - PCard
07/24/2023	ACH	US Bank PCards	Transit	$ 1,769.69	Edge Construction Supp - PCard
07/24/2023	ACH	US Bank PCards	Transit	$ 374.70	Grainger - PCard
07/24/2023	ACH	US Bank PCards	Transit	$ 22.37	Lowes #00319* - PCard
07/24/2023	ACH	US Bank PCards	Transit	$ 5.72	Napa Store 3547001 - PCard
07/24/2023	ACH	US Bank PCards	Transit	$ 39.60	Napa Store 3547001 - PCard
07/24/2023	ACH	US Bank PCards	Transit	$ 100.80	Napa Store 3547001 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	Transit	$ 27.00	Napa Store 3547001 - PCard
07/24/2023	ACH	US Bank PCards	Transit	$ 300.00	Soi Nexiq - PCard
07/24/2023	ACH	US Bank PCards	Transit	$ 30.52	Wm Supercenter #1956 - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 22.43	360 Office Solutions Inc - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 84.95	Ace Hardware Corporation - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 132.03	Alsco Inc. - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 261.91	Econo Print - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 25.03	Edge Construction Supp - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 190.80	Fedex780131428929 - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 4.75	Fedex940845499972 - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 12.00	Fedex940845871030 - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ (511.27)	Grainger - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 7.54	Hanson Chemical - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 73.96	Heights Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 7.62	Kings Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 9.69	Kings Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 45.00	Macon Supply Inc - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 82.46	Midland Scientific - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 215.62	Provantage - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 104.93	Shipton'S Big R East - PCard
07/24/2023	ACH	US Bank PCards	Wastewater	$ 34.80	West End Lock And Secur - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 98.84	Amazon.Com*V53R14Co3 - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 210.55	Cpi*Coleparmerinstrumt - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 121.17	Cpi*Coleparmerinstrumt - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 1,179.35	Croell- Inc - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 37.55	Edge Construction Supp - PCard
07/24/2023	ACH	US Bank PCards	Water	$ (84.36)	Farstad Oil Billings Mot - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 84.36	Farstad Oil Billings Mot - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 340.34	Grainger - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 1,376.27	Hach Company - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 231.00	Hach Company - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 22.61	Hanson Chemical - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 18.58	Hose And Rubber Supply Bi - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 60.36	Hose And Rubber Supply Bi - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/24/2023	ACH	US Bank PCards	Water	$ (23.94)	Kings Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 51.23	Kings Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 22.49	Kings Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 11.44	Kings Ace Hdwe - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 146.95	Lifetechcorp10331575 - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 106.19	Mcmaster-Carr - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 32.28	Mcmaster-Carr - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 89.12	Northwest Scientific Inc - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 144.45	Northwest Scientific Inc - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 1,288.87	Sigma Aldrich Us - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 1,406.11	Sol*Snap-On Industrial - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 35.00	Sq *Statuary Gardens & Gi - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 31.96	The Home Depot #3101 - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 144.80	The Home Depot #3101 - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 126.00	West End Lock And Secur - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 52.20	West End Lock And Secur - PCard
07/24/2023	ACH	US Bank PCards	Water	$ 46.54	Www.Isa.Org - PCard
07/24/2023	863504	Warren Transport	Trl Donate	$ 402,999.79	WO 21-38 Schedule II Skyline Trail (Marathan Loop)
07/24/2023	863505	Western Municipal Const	Wastewater	$ 77,132.39	WO 22-10 Alkali Cr Water & Sewer Extension
07/24/2023	863505	Western Municipal Const	Wastewater	$ 255,643.66	WO 23-01 2023 Sewer Main Replacement; Cut Princeton Ave
07/24/2023	863505	Western Municipal Const	Wastewater	$ 101,505.57	WO 23-01 2023 Sewer Main Replacement; Ponderosa Drive Area
07/24/2023	863505	Western Municipal Const	Wastewater	$ 18,797.33	WO 23-01 2023 Sewer Main Replacement; Trenchless Burlington Ave Area
07/24/2023	863505	Western Municipal Const	Water	$ -	WO 22-10 Alkali Cr Water & Sewer Extension
07/24/2023	863506	Wilbur Ellis	Amend Park	$ 16,920.00	fertilizer for amend and other parks
07/24/2023	863506	Wilbur Ellis	Park Dist 1	$ 16,920.00	fertilizer for amend and other parks

City Council Regular

Date:	08/28/2023
Title:	Payment of Claims for week of July 31, 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 $2,152,117.88 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 07312023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45138	863513	AAA Striping Service	Parking	$ 7,790.53	1st Ave North Parking Garage Striping
45138	863513	AAA Striping Service	Parking	$ 4,266.47	Park 1 Striping Service. Includes: Stalls, curb, arrows, handicaps
45138	863513	AAA Striping Service	Parking	$ 3,196.82	Park III striping includes: stalls, curb, arrows, handicaps
45138	863515	Adv Eng & Enviro	Wastewater	$ 4,020.50	Professional Services Agreement- Water & Wastewater Rate Study FY24/25
45138	863515	Adv Eng & Enviro	Wastewater	$ 1,637.50	Professional Services Agreement- Water & Wastewater Rate Study FY24/26
45138	863515	Adv Eng & Enviro	Water	$ 4,020.50	Professional Services Agreement- Water & Wastewater Rate Study FY24/27
45138	863515	Adv Eng & Enviro	Water	$ -	Professional Services Agreement- Water & Wastewater Rate Study FY24/28
45138	863515	Adv Eng & Enviro	Water	$ 4,967.50	WO 23-96 WTP Intake #2 Catwalk Repair Evaluation
45138	863524	Askin Const	Walk Const	$ 160,599.83	WO 22-21 Brewington Drive Reconstruction
45138	863524	Askin Const	St Maint Dist	$ 247,746.91	WO 22-21 Brewington Drive Reconstruction
45138	863524	Askin Const	Storm Sewer	$ 5,235.66	WO 22-21 Brewington Drive Reconstruction
45138	863526	Baker Tilly US	Water	$ 75,000.00	$70,000,000 Water System Revenue Bonds, Series 2023A
45138	863533	Big Ditch Co	Storm Sewer	$ 14,726.56	Birely Drain & Big DItch Wash Out Repair
45138	863538	Billings Depot	Engineering	$ 15,177.22	August Depot Rent
45138	ACH	Border States	Wastewater	$ 1,492.74	WRF HW DeviceNet Removal Project SUpplie
45138	ACH	Border States	Water	$ 268.85	Cord on fuses for the CL2 Hoist
45138	ACH	Border States	Water	$ 129.36	Grip Cord for Cl2 Hoist
45138	ACH	Border States	Water	$ 162.11	Screening Building Outlet 220v power
45138	ACH	Border States	Water	$ 127.20	Staples VFD Project Supplies
45138	ACH	Border States	Water	$ 382.41	Staples VFD Project supplies
45138	ACH	Border States	Water	$ 656.18	Staples VFD Project supplies
45138	ACH	Border States	Water	$ 197.82	Staples VFD Project...Supplies
45138	ACH	Border States	Water	$ 251.72	Staples VFD..Wire Elbow Box
45138	ACH	Border States	Water	$ 82.84	WTP Lift Station Outlet.supplies
45138	863562	Cushing Terrell	CDBG	$ 3,593.64	CDBG-CV Accessibility Improvements Project
45138	863562	Cushing Terrell	CDBG	$ 3,593.64	CDBG-CV Accessibility Improvements Project
45138	863562	Cushing Terrell	Park Dist 1	$ 300.00	consultant on the replacement of existing playground at Arrowhead park
45138	863562	Cushing Terrell	Park Dist 1	$ 500.00	consultant on the replacement of existing playground at Arrowhead park
45138	863564	Dakota Supply	Water	$ 1,550.00	2 120T233 NPT Globe Valve Apollo
45138	863564	Dakota Supply	Water	$ 3,648.52	20" HYMAX COUPLING XL
45138	863564	Dakota Supply	Water	$ 966.12	48 X 84 CURB BOX L/ROD 1-1/2" TAP W/ PENTAGON LID
45138	863564	Dakota Supply	Water	$ 7,811.44	6' 6" FIRE HYDRANT - PUSH ON
45138	863564	Dakota Supply	Water	$ 1,063.41	BLUE MARKING PAINT
45138	863564	Dakota Supply	Water	$ 332.31	MARKING PAINT GREEN - GREEN SPRAYON #3631

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45138	863564	Dakota Supply	Water	$ 1,400.00	SUPER HIGH HEAT DRAIN OPENER -- 5GAL PAILS
45138	863566	Data Imaging	Building	$ 4,992.26	scanning
45138	863568	Dell Computer	P.W. Admin	$ 3,327.48	Qty. 2 Latitude 5540, i7. 16GB RAM, 1TB SSD, Dell docks
45138	863568	Dell Computer	Street/Traffic	$ 3,367.16	Qty. 2 Dell Latitude 5540, i7, 16GB RAM, 1TB SSD and docks
45138	863568	Dell Computer	Wastewater	$ 1,008.58	Qty. 3 Opti Plex, i7, 16GB RAM, 1TB SSD, sound bars, and qty.6 24" Monitors
45138	863568	Dell Computer	Water	$ 1,260.72	Qty. 3 Opti Plex, i7, 16GB RAM, 1TB SSD, sound bars, and qty.6 24" Monitors
45138	863568	Dell Computer	Water	$ 1,512.86	Qty. 3 Opti Plex, i7, 16GB RAM, 1TB SSD, sound bars, and qty.6 24" Monitors
45138	863572	Dorsey & Whitney	Water	$ 105,000.00	$70,000,000 Water System Revenue Bonds, Series 2023A
45138	863573	Elcon Corporation	Arterial St	$ 177,624.25	WO 22-28 Grand Ave & 32nd St W Traffic Signal Impro
45138	863574	Empire Garage Owners	Parking	$ 8,699.59	City of Billings July Assessment
45138	863583	Fisher's Technology	Airport	$ 48.41	Invoice #1177906. Copy Machine Maintenance
45138	863583	Fisher's Technology	Airport	$ 38.69	Invoice #1190705. Copy Machine Maintenance
45138	863583	Fisher's Technology	CDBG	$ 115.60	6.5.23 - Fisher's Tech - Invoice #1179074
45138	863583	Fisher's Technology	CDBG	$ 171.26	Fisher's Technology Inv. 1190707 - Duplication Expense
45138	863583	Fisher's Technology	Central Serv	$ 23.24	1179672- Copy Fund - FEQ27713
45138	863583	Fisher's Technology	Central Serv	$ 824.68	1179673 Copy Fund- FEQ33999, 36136, 19204, 19169, & FLR2157
45138	863583	Fisher's Technology	Central Serv	$ 13.54	1180095 Copy Fund- FEQ27712
45138	863583	Fisher's Technology	Central Serv	$ 220.90	1181463 Copy Fund- FEQ29993
45138	863583	Fisher's Technology	Central Serv	$ 50.68	1182543 Copy Fund- FEQ18853
45138	863583	Fisher's Technology	Central Serv	$ 0.89	1182544 Copy Fund- FEQ18854 & Police- FEQ19719
45138	863583	Fisher's Technology	Central Serv	$ 122.90	1183970 Copy Fund- FEQ21542
45138	863583	Fisher's Technology	Central Serv	$ 23.40	1191901 Copy Fund- FEQ27713
45138	863583	Fisher's Technology	Central Serv	$ 12.41	1192346 Copy Fund- FEQ27712
45138	863583	Fisher's Technology	Central Serv	$ 117.14	1192931 Copy Fund- FEQ29993
45138	863583	Fisher's Technology	General	$ 200.00	copier charges - 1179073
45138	863583	Fisher's Technology	General	$ 219.66	copier charges - 1179073
45138	863583	Fisher's Technology	General	$ 65.61	copier charges for community center 1191256
45138	863583	Fisher's Technology	General	$ 130.92	copier fees for office - 1190706
45138	863583	Fisher's Technology	General	$ 130.93	copier fees for office - 1190706
45138	863583	Fisher's Technology	General	$ 109.81	monthly copier charges for BCC
45138	863583	Fisher's Technology	General	$ 136.00	SENIOR CENTER COPIER-1168475
45138	863583	Fisher's Technology	Library	$ 60.67	1190704 Library copier charges
45138	863583	Fisher's Technology	Park Dist 1	$ 200.00	copier charges - 1179073
45138	863583	Fisher's Technology	Park Dist 1	$ 130.93	copier fees for office - 1190706

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45138	863583	Fisher's Technology	Public Safety	$ 329.66	1180967 Police - FEW29967
45138	863583	Fisher's Technology	Public Safety	$ 2.00	1181462 Police Evidence- FEQ33964
45138	863583	Fisher's Technology	Public Safety	$ 134.85	1182544 Copy Fund- FEQ18854 & Police- FEQ19719
45138	863583	Fisher's Technology	Public Safety	$ 28.00	1187285 Police - Crime Prevention
45138	863583	Fisher's Technology	Public Safety	$ 329.66	1192930 Police- FEQ29967
45138	863583	Fisher's Technology	Public Safety	$ 10.37	BW COPIES: 911 CENTER COPIER, SERVICE AGREEMENT #MA12759-01
45138	863583	Fisher's Technology	Public Safety	$ 21.51	BW COPIES: 911 CENTER COPIER, SERVICE AGREEMENT #MA12759-01
45138	863583	Fisher's Technology	Public Safety	$ 23.76	COLOR COPIES: 911 CENTER COPIER, SERVICE AGREEMENT #MA12759-01
45138	863583	Fisher's Technology	Public Safety	$ 61.14	COLOR COPIES: 911 CENTER COPIER, SERVICE AGREEMENT #MA12759-01
45138	863583	Fisher's Technology	Public Safety	$ 29.25	contract invoice for maintenance on barn printer
45138	863583	Fisher's Technology	Public Safety	$ 35.35	Fishers 1191255, contract invoice
45138	863583	Fisher's Technology	Solid Waste	$ 226.76	Contract overage charge 5/1/2023 - 5/31/2023.
45138	863583	Fisher's Technology	Solid Waste	$ 67.40	Contract overage charge 5/18/2023 - 6/17/2023. Landfill.
45138	863583	Fisher's Technology	Solid Waste	$ 211.62	Contract overage charge 6/1/2023 - 6/30/2023. Collections.
45138	863583	Fisher's Technology	Street/Traffic	$ 31.50	copier charges
45138	863583	Fisher's Technology	Street/Traffic	$ 31.50	copier charges
45138	863583	Fisher's Technology	Street/Traffic	$ 46.75	copier service agreement
45138	863583	Fisher's Technology	Transit	$ 144.37	Copy Machine Maintenance
45138	863583	Fisher's Technology	Water	$ 50.20	Contract MA14076-01.Service for 05/31/20
45138	863583	Fisher's Technology	Water	$ 61.27	MA14076-01 contract coverage for 04/30/2
45138	863587	Gallagher Benefit	City Ins Fund	$ 32,250.00	July-December 2023 Consulting Services
45138	863588	Governmentjobs.com	General	$ 15,663.00	Software Services Setup & subscription fee for Onboard 7/1/23 thru 6/30/24
45138	863597	Hawkins	General	$ 3,774.00	chemicals for pools - 6532153
45138	863598	High Point Network	Airport	$ 14,378.00	WiFi Equipment. NASPO Master Agreement #AR3228
45138	863598	High Point Network	IT Resources	$ 365.22	Project# 907354 -Enable Global Protect
45138	863598	High Point Network	IT Resources	$ 42,128.00	State Contract AR602 - 2 Dell PowerEdge R750 Veeam Primary Backup Servers
45138	863598	High Point Network	IT Resources	$ 4,845.00	Tier 2 Block of Hours
45138	863598	High Point Network	Library	$ 5,000.00	Quote 130933 Block Dollars
45138	863601	Hose & Rubber Supply	Solid Waste	$ 199.95	1812394
45138	863601	Hose & Rubber Supply	Solid Waste	$ 78.12	1812434
45138	863601	Hose & Rubber Supply	Solid Waste	$ 594.47	1813710
45138	863601	Hose & Rubber Supply	Solid Waste	$ 229.49	1813798
45138	863601	Hose & Rubber Supply	Solid Waste	$ 546.96	1814567
45138	863601	Hose & Rubber Supply	Solid Waste	$ 53.68	1814761

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45138	863601	Hose & Rubber Supply	Solid Waste	$ 366.05	1815258
45138	863601	Hose & Rubber Supply	Solid Waste	$ 478.00	1816396
45138	863601	Hose & Rubber Supply	Solid Waste	$ 70.50	01813714 - SWIVEL
45138	863601	Hose & Rubber Supply	Solid Waste	$ 197.22	01815894 - HOSE
45138	863601	Hose & Rubber Supply	Water	$ 362.52	1812713
45138	863603	Iaff	Payroll	$ 5,663.08	Payroll Summary
45138	863602	I-State Truck	Solid Waste	$ 3,154.15	C251359148.01
45138	863602	I-State Truck	Street/Traffic	$ 27.94	C251359301.01
45138	863602	I-State Truck	Street/Traffic	$ 140.48	C251359301.01
45138	863602	I-State Truck	Water	$ 119.16	C251358899.01
45138	863602	I-State Truck	Water	$ 17.16	C251358923.01
45138	863602	I-State Truck	Water	$ 495.48	C251358945.01
45138	863602	I-State Truck	Water	$ 76.20	C251358981.01
45138	863609	J & S Properties	Tax Incrmnt E	$ 207,398.00	FY24 Payment J&S - Yellowstone Ice & Water Project. TIF
45138	ACH	Joe Johnson Equip	Street/Traffic	$ 7,733.29	brooms and broom wire for sweepers
45138	863615	Knife River	Water	$ 0.01	Added .01 to match invoice
45138	863615	Knife River	Water	$ 6,297.65	CRUSHED GRAVEL 3/4"---1-1 - /2TON = 1 YARD
45138	863617	Kone	Airport	$ 144.90	FY24 Elevator/Escalator Maintenance - IP9
45138	863617	Kone	Airport	$ 60.03	FY24 Elevator/Escalator Maintenance - Operations
45138	863617	Kone	Airport	$ 1,851.23	FY24 Elevator/Escalator Maintenance - Terminal
45138	863617	Kone	Airport	$ 705.96	Terminal Lift Repairs
45138	863624	Local 521	Public Safety	$ 2,700.00	BUREAU: CLOTHING ALLOWANCE
45138	863624	Local 521	Public Safety	$ 5,750.00	SUPPRESSION 2023 (UNDER 1-YR) - FIRST CLOTHING ALLOWANCE
45138	863624	Local 521	Public Safety	$ 51,750.00	SUPPRESSION 2024 CLOTHING ALLOWANCE
45138	863624	Local 521	Public Safety	$ 1,350.00	TRAINING 2024 CLOTHING ALLOWANCE
45138	863619	LP Anderson Tire	Facilities	$ 240.00	2031075
45138	863619	LP Anderson Tire	Public Safety	$ 2,971.32	2031430 - TIRE
45138	863619	LP Anderson Tire	Street/Traffic	$ 1,038.00	2031448
45138	863619	LP Anderson Tire	Street/Traffic	$ 70.50	2031097 - TIRE
45138	863619	LP Anderson Tire	Street/Traffic	$ 70.50	2031527 - TIRE
45138	863619	LP Anderson Tire	Street/Traffic	$ 104.00	2031602 - TIRE
45138	863639	MFPE	Payroll	$ 2,693.88	Payroll Summary
45138	863643	MPPA	Payroll	$ 3,835.51	Payroll Summary
45138	863636	MT CSED	Payroll	$ 3,940.39	Payroll Summary

Check Date	Check#	Name	Fund Name	Amount		Item Desc
45138	863638	MT Dakota Utilities	Engineering	$ 107.68	595 373 1000 1	
45138	863638	MT Dakota Utilities	Facilities	$ 194.87	130 733 1000 8	
45138	863638	MT Dakota Utilities	Facilities	$ 67.90	375 963 4481 4	
45138	863638	MT Dakota Utilities	Facilities	$ 474.58	757 633 1000 2	
45138	863638	MT Dakota Utilities	Facilities	$ 727.37	929 780 1000 4	
45138	863638	MT Dakota Utilities	Facilities	$ 816.21	989 733 1000 0	
45138	863638	MT Dakota Utilities	Facilities	$ 83.93	993 733 1000 4	
45138	863638	MT Dakota Utilities	General	$ 63.52	061 943 1000 6	
45138	863638	MT Dakota Utilities	General	$ 122.82	437 780 1000 9	
45138	863638	MT Dakota Utilities	General	$ 31.45	571 295 3342 8	
45138	863638	MT Dakota Utilities	General	$ 31.45	927 890 1000 3	
45138	863638	MT Dakota Utilities	Library	$ 602.13	219 924 4851 0	
45138	863638	MT Dakota Utilities	P.W. Admin	$ 26.91	595 373 1000 1	
45138	863638	MT Dakota Utilities	Park Dist 1	$ 25.24	371 101 1000 6	
45138	863638	MT Dakota Utilities	Parking	$ 23.28	303 725 2591 2	
45138	863638	MT Dakota Utilities	Parking	$ 23.28	717 353 1000 6	
45138	863638	MT Dakota Utilities	Parking	$ 23.98	799 152 1209 0	
45138	863638	MT Dakota Utilities	Public Safety	$ 23.28	062 907 9494 7	
45138	863638	MT Dakota Utilities	Public Safety	$ 215.58	169 233 1000 3	
45138	863638	MT Dakota Utilities	Public Safety	$ 93.46	442 190 1000 4	
45138	863638	MT Dakota Utilities	Public Safety	$ 23.28	514 117 0478 9	
45138	863638	MT Dakota Utilities	Public Safety	$ 112.15	533 653 1000 1	
45138	863638	MT Dakota Utilities	Public Safety	$ 69.94	602 589 7178 1	
45138	863638	MT Dakota Utilities	Public Safety	$ 88.99	885 880 1000 4	
45138	863637	MT Dakota Utilities	Solid Waste	$ 6.90	8112023	
45138	863637	MT Dakota Utilities	Solid Waste	$ 4,001.82	8112023	
45138	863638	MT Dakota Utilities	Solid Waste	$ 81.22	284 225 1320 1	
45138	863638	MT Dakota Utilities	Solid Waste	$ 100.95	602 680 9335 2	
45138	863638	MT Dakota Utilities	Solid Waste	$ 28.00	770 390 1000 2	
45138	863638	MT Dakota Utilities	Transit	$ 142.75	962 880 1000 0	
45138	863638	MT Dakota Utilities	Wastewater	$ 1,196.38	293 780 1000 2	
45138	863638	MT Dakota Utilities	Wastewater	$ 2,392.76	293 780 1000 2	
45138	863638	MT Dakota Utilities	Wastewater	$ 1,196.38	293 780 1000 2	
45138	863638	MT Dakota Utilities	Wastewater	$ 63.00	310 490 1000 7	

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45138	863638	MT Dakota Utilities	Wastewater	$ 22.69	410 490 1000 6
45138	863638	MT Dakota Utilities	Wastewater	$ 70.63	735 453 1000 2
45138	863638	MT Dakota Utilities	Wastewater	$ 65.56	868 563 1000 7
45138	863638	MT Dakota Utilities	Water	$ 27.30	010 490 1000 0
45138	863638	MT Dakota Utilities	Water	$ 71.31	076 225 9180 3
45138	863638	MT Dakota Utilities	Water	$ 21.78	110 490 1000 9
45138	863638	MT Dakota Utilities	Water	$ 21.78	209 077 5055 6
45138	863638	MT Dakota Utilities	Water	$ 21.78	210 490 1000 8
45138	863638	MT Dakota Utilities	Water	$ 189.03	310 490 1000 7
45138	863638	MT Dakota Utilities	Water	$ 68.05	410 490 1000 6
45138	863638	MT Dakota Utilities	Water	$ 169.69	500 490 1000 7
45138	863638	MT Dakota Utilities	Water	$ 21.78	510 490 1000 5
45138	863638	MT Dakota Utilities	Water	$ 21.78	527 033 1000 4
45138	863638	MT Dakota Utilities	Water	$ 21.78	566 923 1000 8
45138	863638	MT Dakota Utilities	Water	$ 10.89	600 490 1000 6
45138	863638	MT Dakota Utilities	Water	$ 10.89	600 490 1000 6
45138	863638	MT Dakota Utilities	Water	$ 21.78	610 490 1000 4
45138	863638	MT Dakota Utilities	Water	$ 21.78	666 923 1000 7
45138	863638	MT Dakota Utilities	Water	$ 31.45	700 490 1000 5
45138	863638	MT Dakota Utilities	Water	$ 64.21	800 490 1000 4
45138	863638	MT Dakota Utilities	Water	$ 21.78	832 001 1000 1
45138	863638	MT Dakota Utilities	Water	$ 117.29	900 490 1000 3
45138	863644	MT Dept Rev-CGR2	Parking	$ 43.09	AAA Striping for Parking Garage I
45138	863644	MT Dept Rev-CGR3	St Maint Dist	$ 2,502.50	WO 22-21 Brewington Drive Reconstruction; Payment 4
45138	863644	MT Dept Rev-CGR4	Storm Sewer	$ 52.88	WO 22-21 Brewington Drive Reconstruction; Payment 4
45138	863644	MT Dept Rev-CGR5	Parking	$ 32.30	AAA Striping for 1st Ave North Parking Garage
45138	863644	MT Dept Rev-CGR6	Arterial St	$ 1,794.18	WO 22-28 Grand Ave & 32nd St W Traffic Signal Impro; Payment 3 Final
45138	863644	MT Dept Rev-CGR7	Walk Const	$ 1,622.22	WO 22-21 Brewington Drive Reconstruction; Payment 4
45138	863644	MT Dept Rev-CGR8	Parking	$ 78.69	AAA Striping for Parking Garage, III
45138	863644	MT Dept Rev-CGR9	Solid Waste	$ 161.50	Repair both CNG compressors.
45138	863641	MT State Firemen	Payroll	$ 5,206.18	Payroll Summary
45138	863650	N Coast Electric	Street/Traffic	$ 2,088.00	switches for signal cabinet
45138	863650	N Coast Electric	Street/Traffic	$ 584.45	cable for signal at 14th & lewis
45138	863650	N Coast Electric	Street/Traffic	$ 810.00	cable for signals

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45138	863650	N Coast Electric	Street/Traffic	$ 69.49	parts for pump at grand peaks
45138	863650	N Coast Electric	Street/Traffic	$ 44.30	PO NUM 315527
45138	863650	N Coast Electric	Street/Traffic	$ 116.55	PO NUM 315526
45138	ACH	Northwest Pipe	Street/Traffic	$ 96.74	floats for storm pump
45138	ACH	Northwest Pipe	Street/Traffic	$ 96.74	floats for storm pumps
45138	ACH	Northwest Pipe	Street/Traffic	$ 1,496.67	nipple/curb stop/compression adapter/copper pipe-king & 32nd irrigation repair
45138	ACH	Northwest Pipe	Street/Traffic	$ 39.72	plug/blade for king & 32nd irrigation
45138	ACH	Northwest Pipe	Wastewater	$ 933.94	Montana Boiler Service Inc TM5962
45138	ACH	Northwest Pipe	Wastewater	$ 790.98	Spools for Briarwood Lift Station Instru
45138	ACH	Northwest Pipe	Wastewater	$ 790.98	Spools for Briarwood Lift Station Instru
45138	ACH	Northwest Pipe	Water	$ 225.36	1 1/2" FULL PORT BALL VALVE - THREADED
45138	ACH	Northwest Pipe	Water	$ 114.80	1 1/2" INCH BRASS 90 DEGREE ELLS P/N: 111-275-00420
45138	ACH	Northwest Pipe	Water	$ 58.32	-1/2 X 3 BRASS NIPPLE - P/N: 111-275-00650
45138	ACH	Northwest Pipe	Water	$ 591.90	1-1/2" TD METER FLANGES P/N: 2038240
45138	ACH	Northwest Pipe	Water	$ 515.76	1-1/2" TD T-10 MEASURING CHAMBER COMPLETE
45138	ACH	Northwest Pipe	Water	$ (55.97)	111-275-02390 Straight coupling- received wrong part
45138	ACH	Northwest Pipe	Water	$ 497.49	2" MEASURING CHAMBER COMPLETE
45138	ACH	Northwest Pipe	Water	$ 8.95	3" FLANGE GASKETS - FULL FACE #150
45138	ACH	Northwest Pipe	Water	$ 3,682.67	4" X 20" MACH 10 R900I CU FT P/N: 2022465
45138	ACH	Northwest Pipe	Water	$ 192.00	5/8" X 1/8" RUBBER METER GASKET - Bags of 100 P/N: 111-265-00160
45138	ACH	Northwest Pipe	Water	$ 62.25	BLACK NIPPLE 1-1/4" X 4"
45138	ACH	Northwest Pipe	Water	$ 90.50	BLACK NIPPLE 1-1/4" X 6"
45138	ACH	Northwest Pipe	Water	$ 57.80	BRASS NIPPLE 1 1/4 X 3 -
45138	ACH	Northwest Pipe	Water	$ 63.42	BRASS NIPPLE 1-1/2" X 2"
45138	ACH	Northwest Pipe	Water	$ 832.50	CURB BOX 3/4" - 1 - 1/2" TAP - 7' BURY (56147) MT WATERWORKS
45138	ACH	Northwest Pipe	Water	$ 337.28	floats
45138	ACH	Northwest Pipe	Water	$ 984.96	METER WIRE - 1000 FT ROLLS
45138	ACH	Northwest Pipe	Water	$ 6,656.59	meter, Canyon Creek Industrial Complex
45138	ACH	Northwest Pipe	Water	$ 156.01	Misc supplies
45138	ACH	Northwest Pipe	Water	$ 54.22	PW Water Plance, Chapple CL 2, elbows,
45138	ACH	Northwest Pipe	Water	$ 105.52	PW Water Plant clear primer, PVC cement
45138	ACH	Northwest Pipe	Water	$ 156.18	relief valve for pressure testing water
45138	ACH	Northwest Pipe	Water	$ 55.97	STRAIGHT COUPLING 3/4"XXS - LEAD X 110 CTS H15512 3/4
45138	ACH	Northwest Pipe	Water	$ 561.66	sump pump

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45138	ACH	Northwest Pipe	Water	$ 999.98	UME 3" CU FT FIRE HYDRANT METER
45138	863652	NorthWestern Energy	Airport	$ 339.01	0712792-1. IP-7. July 2023
45138	863652	NorthWestern Energy	Airport	$ 1,000.99	0712800-2. IP-9. July 2023
45138	863652	NorthWestern Energy	Airport	$ 221.40	0712809-3. IP-11/12. Alpine. July 2023
45138	863652	NorthWestern Energy	Engineering	$ 1,062.72	1741314-7
45138	863652	NorthWestern Energy	Engineering	$ 43.47	Depot parking lot
45138	863652	NorthWestern Energy	Facilities	$ 8,321.13	0100507-3
45138	863652	NorthWestern Energy	Facilities	$ 921.94	1160802-3
45138	863652	NorthWestern Energy	Facilities	$ 1,947.95	1160804-9
45138	863652	NorthWestern Energy	Facilities	$ 3,480.35	1269391-7
45138	863652	NorthWestern Energy	Facilities	$ 11,174.48	3927205-9
45138	863652	NorthWestern Energy	General	$ 1,627.31	0100506-5
45138	863652	NorthWestern Energy	Park Dist 1	$ 6.15	0722237-5
45138	863652	NorthWestern Energy	Park Dist 1	$ 6.15	0722247-4
45138	863652	NorthWestern Energy	Park Dist 1	$ 186.11	0722251-6
45138	863652	NorthWestern Energy	Park Dist 1	$ 108.13	0722255-7
45138	863652	NorthWestern Energy	Park Dist 1	$ 389.10	0722257-3
45138	863652	NorthWestern Energy	Park Dist 1	$ 253.35	0722260-7
45138	863652	NorthWestern Energy	Park Dist 1	$ -	0722261-5
45138	863652	NorthWestern Energy	Park Dist 1	$ -	0722262-3
45138	863652	NorthWestern Energy	Park Dist 1	$ 41.88	0722265-6
45138	863652	NorthWestern Energy	Park Dist 1	$ 56.94	0722266-4
45138	863652	NorthWestern Energy	Park Dist 1	$ 15.27	0722268-0
45138	863652	NorthWestern Energy	Park Dist 1	$ 17.16	0722269-8
45138	863652	NorthWestern Energy	Park Dist 1	$ 12.60	0722292-0
45138	863652	NorthWestern Energy	Park Dist 1	$ 36.18	0722293-8
45138	863652	NorthWestern Energy	Park Dist 1	$ 17.46	0722905-7
45138	863652	NorthWestern Energy	Park Dist 1	$ 260.07	0722933-9
45138	863652	NorthWestern Energy	Park Dist 1	$ -	0723027-9
45138	863652	NorthWestern Energy	Park Dist 1	$ 257.98	0723035-2
45138	863652	NorthWestern Energy	Park Dist 1	$ 6.76	0723036-0
45138	863652	NorthWestern Energy	Park Dist 1	$ 219.31	0723037-8
45138	863652	NorthWestern Energy	Park Dist 1	$ 0.28	0723038-6
45138	863652	NorthWestern Energy	Park Dist 1	$ 42.09	0723042-8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45138	863652	NorthWestern Energy	Park Dist 1	$ 418.02	0723044-4
45138	863652	NorthWestern Energy	Park Dist 1	$ 81.51	0723048-5
45138	863652	NorthWestern Energy	Park Dist 1	$ 162.67	0723050-1
45138	863652	NorthWestern Energy	Park Dist 1	$ 8.54	0723051-9
45138	863652	NorthWestern Energy	Park Dist 1	$ 57.86	0723052-7
45138	863652	NorthWestern Energy	Park Dist 1	$ 445.81	0723054-3
45138	863652	NorthWestern Energy	Park Dist 1	$ 7.98	0723055-0
45138	863652	NorthWestern Energy	Park Dist 1	$ 49.46	0723056-8
45138	863652	NorthWestern Energy	Park Dist 1	$ 8.14	0723057-6
45138	863652	NorthWestern Energy	Park Dist 1	$ 38.73	0723058-4
45138	863652	NorthWestern Energy	Park Dist 1	$ 8.70	0723090-7
45138	863652	NorthWestern Energy	Park Dist 1	$ 6.00	0723162-4
45138	863652	NorthWestern Energy	Park Dist 1	$ 728.19	0723170-7
45138	863652	NorthWestern Energy	Park Dist 1	$ 25.27	0789437-1
45138	863652	NorthWestern Energy	Parking	$ 1,716.49	0720834-1
45138	863652	NorthWestern Energy	Parking	$ 1,334.87	1594282-4
45138	863652	NorthWestern Energy	Parks Maint	$ 159.42	1059093-3
45138	863652	NorthWestern Energy	Public Safety	$ 2,502.51	0100476-1 FIRE 1 & 6 ELECTRIC SERVICE, FY2024
45138	863652	NorthWestern Energy	Public Safety	$ 3,061.21	3448739-7
45138	863652	NorthWestern Energy	Radio	$ 111.71	0721580-9
45138	863652	NorthWestern Energy	Street/Traffic	$ 6.00	0723645-8
45138	863652	NorthWestern Energy	Transit	$ 184.91	1784756-7
45138	863656	PayneWest Insurance	Airport	$ 22,358.00	Invoice #364454. Business Airport Fire Equipment 7/1/23 - 7/1/24
45138	863655	PayneWest Insurance	Property Ins	$ 26,355.00	Inv. 362727 Equipment and Machinery
45138	863655	PayneWest Insurance	Property Ins	$ 1,551.00	Inv. 362729 Addt'l Equipment and Machinery Endorsements
45138	863658	Plotbox	General	$ 8,960.00	annual subscription fee for aug02023-Aug 2024 (3499)
45138	863662	Prorover	Park Dist 1	$ 4,150.00	cut poplar tree and grind stumps at stanford crt park
45138	863663	ProTech Professional	Building	$ 172.24	Excel for Office Part 1 Class Building -Mammel
45138	863663	ProTech Professional	Building	$ 172.24	Excel Part 2 Class -Building Rebecca Mammel
45138	863663	ProTech Professional	General	$ 172.22	Excel for Office Part 1 Class -PRPL -Marc, Kaylie, Melonie
45138	863663	ProTech Professional	General	$ 172.22	Excel for Office Part 1 Class -PRPL -Marc, Kaylie, Melonie
45138	863663	ProTech Professional	General	$ 172.22	Excel Part 2 Class -Dan Huffman -HR
45138	863663	ProTech Professional	IT Resources	$ 172.22	Excel for Office Part 1 Class -IT
45138	863663	ProTech Professional	IT Resources	$ 172.22	Excel Part 2 Class -IT -Jodie

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45138	863663	ProTech Professional	Library	$ 172.22	Excel Part 2 Class -,Library, Jamie Bratlie
45138	863663	ProTech Professional	P.W. Admin	$ 195.00	Excel Part 1 Class -Public PW Fiscal Julie Becker
45138	863663	ProTech Professional	P.W. Admin	$ 344.44	Excel Part 2 Class , PW Fiscal -Jamie Young, Virginia Kuhl
45138	863663	ProTech Professional	Park Dist 1	$ 172.22	Excel for Office Part 1 Class -PRPL -Marc, Kaylie, Melonie
45138	863663	ProTech Professional	Park Dist 1	$ 390.00	Excel Part 1 Class -Public -Parks Nick, Josh
45138	863663	ProTech Professional	Public Safety	$ 172.22	Excel for Office Part 1 Class -Comm. Center/Fire -Hoppel Lind, Dvorak
45138	863663	ProTech Professional	Public Safety	$ 344.44	Excel for Office Part 1 Class -Comm. Center/Fire -Hoppel Lind, Dvorak
45138	863663	ProTech Professional	Public Safety	$ 172.22	Excel Part 2 Class -I Fire/Comm, Hoppel, Lind, Dvorak
45138	863663	ProTech Professional	Public Safety	$ 344.44	Excel Part 2 Class -I Fire/Comm, Hoppel, Lind, Dvorak
45138	863663	ProTech Professional	Solid Waste	$ 172.22	Excel for Office Part 1 Class -SW
45138	863664	Public Utilities	Parks Maint	$ 327.59	148702
45138	863664	Public Utilities	Parks Maint	$ 2,418.57	166674
45138	863664	Public Utilities	Parks Maint	$ 59.07	260404
45138	863664	Public Utilities	Solid Waste	$ 15.48	273982
45138	863664	Public Utilities	Solid Waste	$ 13.10	273983
45138	863664	Public Utilities	Street/Traffic	$ 2,205.62	271609
45138	863664	Public Utilities	Wastewater	$ 2,628.43	111176
45138	863666	Ratco LLC	Park Dist 1	$ 9,622.41	snow plow - 127593
45138	863675	Sanderson Stewart	Arterial St	$ 1,819.00	WO 22-28 Grand Ave & 32nd Street West Traffic Signal Improvements
45138	863675	Sanderson Stewart	Planning	$ 7,378.50	Safe Routes to School - Phase II
45138	863676	Sauer Compressors	Solid Waste	$ 15,988.91	Repair both CNG compressors.
45138	863680	SHI International	IT Resources	$ 26,066.50	Mimecast Browser Isolation & Cybergraph licenses
45138	863688	Solid Waste System	Solid Waste	$ 13.67	158039
45138	863688	Solid Waste System	Solid Waste	$ 886.26	158039
45138	863688	Solid Waste System	Solid Waste	$ 628.46	158256
45138	863688	Solid Waste System	Solid Waste	$ 97.69	158256
45138	863688	Solid Waste System	Solid Waste	$ 1,762.48	158256
45138	863688	Solid Waste System	Solid Waste	$ 368,870.76	One new commercial front-load collection trucks.
45138	863701	Terri Porta Fine Art	Planning	$ 4,000.00	Terri Porta Fine Art - Artist in Residence Healthy By Design
45138	863703	The Knox Company	Public Safety	$ 160.00	KLS-MB-60 MOUNTING BRACKET
45138	863703	The Knox Company	Public Safety	$ 2,400.00	QUOTE QT-KA-46894 KEY SECURE SUPPORTS - KS-6K2
45138	863703	The Knox Company	Public Safety	$ 78.00	SHIPPING
45138	863705	Tire-Rama	Solid Waste	$ 3,665.00	Tire dismount. Spin on/off. Collections.
45138	863705	Tire-Rama	Solid Waste	$ 2,600.00	Tire mount and repair. Collections.

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45138	863705	Tire-Rama	Solid Waste	$ 1,960.00	Tire purchase. Collections.
45138	863705	Tire-Rama	Solid Waste	$ 2,478.88	Tire purchase. Collections.
45138	863705	Tire-Rama	Solid Waste	$ 2,572.00	Tire purchase. Collections.
45138	863705	Tire-Rama	Solid Waste	$ 3,301.84	Tire purchase. Collections.
45138	863705	Tire-Rama	Solid Waste	$ 4,129.80	Tire purchase. Collections.
45138	863705	Tire-Rama	Solid Waste	$ 1,840.50	Tire repair and purchase. Collections.
45138	863705	Tire-Rama	Solid Waste	$ 4,646.55	Tire Repair and purchase. Collections.
45138	863705	Tire-Rama	Solid Waste	$ 4,707.30	Tire repair and purchase. Collections.
45138	863705	Tire-Rama	Street/Traffic	$ 21.31	105-339 - TIRE REPAIR
45138	ACH	Town & Co Supply	Fleet	$ 8,325.16	437666
45138	ACH	Town & Co Supply	Fleet	$ 12,848.40	437666
45138	ACH	Town & Co Supply	Fleet	$ 5,621.52	437666
45138	ACH	Town & Co Supply	Public Safety	$ 606.74	436442 FIRE 5 - UNLEADED
45138	ACH	Town & Co Supply	Public Safety	$ 606.74	436443 FIRE 1 - UNLEADED
45138	ACH	Town & Co Supply	Solid Waste	$ 22,269.48	437611
45138	ACH	Town & Co Supply	Transit	$ 18,939.16	437605. 6001 Gallons Dyed #2 Diesel
45138	ACH	Town & Co Supply	Water	$ 10,775.39	Dyed Diesel
45138	ACH	Town & Co Supply	Water	$ 15,153.30	Unleaded Fuel
45138	863711	Tru Pipe	Water	$ 4,800.00	1" X 800' SEWER HOSE W/MALE FITTING
45138	863714	Uline	Solid Waste	$ 6,660.00	165663768
45138	863714	Uline	Solid Waste	$ 574.87	165663768
45138	863716	Universal Awards	PD Program	$ 3,656.00	Medals.
45138	863716	Universal Awards	Public Safety	$ 18.00	NAME TAGS & DESK SIGNS
45138	863716	Universal Awards	Public Safety	$ 219.00	NAME TAGS & DESK SIGNS
45138	863717	US Conference- Mayors	General	$ 9,181.00	Membership dues for FY2023
45138	863729	Ylwstn Co Finance	Building	$ 7,130.79	Miller Building; Building Division; August, 2023 Rent
45138	863729	Ylwstn Co Finance	CDBG	$ 5,545.88	Miller Building; Community Development; August, 2023 Rent
45138	863729	Ylwstn Co Finance	General	$ 2,218.99	Miller Building; Code Enforcement; August, 2023 Rent
45138	863729	Ylwstn Co Finance	Planning	$ 4,750.50	Miller Building; Planning Dept., August, 2023 Rent
45138	863731	Ylwstn Valley Elec	Light Maint	$ 364.67	SILMD 299 Vintage Estates; 4179014 6.30.2023
45138	863731	Ylwstn Valley Elec	Light Maint	$ 665.82	SILMD 313 Vintage Estates Sub Phase II; 4179017 6/30/2023
45138	863731	Ylwstn Valley Elec	Public Safety	$ 507.43	4179013 FIRE 7 ELECTRIC SERVICE
45138	863731	Ylwstn Valley Elec	Radio	$ 108.50	RADIO TOWER SITES: LANDFILL (4179002)
45138	863731	Ylwstn Valley Elec	Street/Traffic	$ 45.84	54th St W & Grand Signal; 4179019 06/30/2023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
45138	863731	Ylwstn Valley Elec	Street/Traffic	$ 73.49	54th St W & Rimrock; 4179019 06/30/2023
45138	863731	Ylwstn Valley Elec	Street/Traffic	$ 46.74	Alkali Cr Rd & Interbelt Loop lights; 4179018 6/30/2023
45138	863731	Ylwstn Valley Elec	Street/Traffic	$ 29.78	Ben Steele School - 56th St W; 4179020 6/30/2023
45138	863731	Ylwstn Valley Elec	Wastewater	$ 300.86	2229 Blue Creek Rd Lift Station
45138	863731	Ylwstn Valley Elec	Wastewater	$ 31.34	3002 Cattle Dr/Pivot
45138	863731	Ylwstn Valley Elec	Wastewater	$ 1,264.89	3002 Cattle Dr/Pond
45138	863731	Ylwstn Valley Elec	Wastewater	$ 168.54	4523 Iron Horse Trl. Lift
45138	863731	Ylwstn Valley Elec	Wastewater	$ 260.14	54th St W/Dovetail Ave.Lift Station
45138	863731	Ylwstn Valley Elec	Wastewater	$ 19.00	Winchester Trl/Rod & Gun Club. Radio Tra
45138	863731	Ylwstn Valley Elec	Water	$ 1,661.84	2085 Santiago Blvd Pump Station

City Council Regular

Date:	08/28/2023
Title:	Zone Change 1033 - St Vincent's Healthcare Planned Development Amendment - Public Hearing
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-23-00124

RECOMMENDATION

The Zoning Commission recommends approval of the Planned Development amendment for Zone Change 1033 and adoption of the findings of the 10 review criteria.

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

This is a zone change request to allow an update to the Planned Development document for the St Vincent's Healthcare Subdivision at the intersection of King Ave West and Shiloh Road. The planned development zone for the property was first adopted in 2004 when the hospital first acquired the 113 acres of land at the intersection. At the time, plans for improvements to Shiloh Road were just entering the planning stages and no development had occurred in the area except for the residential development on the east side of Shiloh Road. By 2002, the new Zoo Drive interchange on I-90 was complete and the Shiloh corridor improvements to create a limited-access separated arterial street from Zoo Drive to Rimrock Road were under way. These improvements were completed by 2010 and development along the corridor accelerated.

The city developed and adopted zoning overlay districts in 2004 and 2005 for land within 500 feet of the Shiloh Road centerline to try and ensure development would add to and complement the new right of way improvements. The overlay districts did not change the underlying zoning district uses, but required enhances building design, landscaping and sign standards. There were two overlay districts - one for property north of King Ave West (2004) and one for property south of King Ave West (2005). The original planned development zone adopted for the St. Vincent's Healthcare property was approved by the City Council at the time of annexation in 2004, prior to the Shiloh Corridor Overlay district adoption. Seven years later, the owners re-drafted the original document when a new subdivision was created. The 2011 amendment was approved by the City Council and several sections of the new document referred to the Shiloh Corridor Overlay district for landscaping, signage and site design. The first building in the subdivision was constructed in 2017 and new buildings are added every year. The completion of the new Rocky Vista University medical college this year is a key development that will set the stage for building out the subdivision.

The original and the current planned development emphasize the need to develop a coherent campus with similar and complementary designs throughout including safe pedestrian paths and green spaces within the campus. The St Vincent's Healthcare hospital will remain in the downtown core with a planned new 9-story hospital building to begin construction later this year. The west end property will focus on providing clinical services, private medical services, medical education, as well as future housing choices in the subdivision. The subdivision and development has an extensive set of covenants, restrictions and building design standards administered by St Vincent's Healthcare through a private design and consulting firm. The planned development zoning district is compatible with these private agreements and the zoning requires a developer to provide a letter of approval from the private reviewing agency prior to submitting for a building, sign, fencing or any other city required development permit. This ensures the private and public requirements are both met before a development moves forward.

The proposed amendment to the planned development will update the legal descriptions of lots and blocks within the subdivision (amended in 2022), remove references to the Shiloh Corridor Overlay district, name new underlying zone districts of Corridor Mixed Use 2 (CMU2) and Mixed Residential 2 (NX2) for these lots and generally clean the document of references to out-of-date city regulations and requirements. The bulk of the existing Planned Development Agreement (PDA) will remain in full force and effect. Both the annotated proposed PDA amendment and the current PDA are attached to this report. The applicant's counsel has also provided a synopsis of the purpose and details of the PDA modification.

Planning staff reviewed the application and prepared findings to support a recommendation of approval for the amendment. The Zoning Commission concurred with the findings and is forwarding a recommendation of approval to the City Council. The modifications will align the document with the current zoning while leaving in place the

guarantees on site development standards above and beyond city basic standards. The proposal ensures the existing and future lot owners of continuity of development and assurance of compatibility as the development is built-out.

STAKEHOLDERS

The applicant conducted a pre-application neighborhood meeting on June 26, 2023, at the offices of the agent, Sanderson Stewart. Three surrounding property owners attended the meeting. There were concerns about management of existing and future traffic on King Ave West particularly at 44th St West which is a two-way stop controlled intersection. There was also concern about pedestrian safety crossing arterial streets.

Planning staff did not receive any emails or correspondence from the legal notices sent to surrounding owners.

Zoning Commission August 1, 2023

The Zoning Commission held a public hearing on August 1, 2023, on the zone change request and received the staff report and testimony from the applicant's agent, John Halverson and Rick Leuthold of Sanderson Stewart. No other testimony was received. Mr. Halverson explained the need to clean up this document after the City adopted it's new zoning code in 2021. He stated the document has corrected references to lots and blocks, removes any reference to the retired Shiloh Overlay district. He testified the amendment simplifies the administration of the site development and adds some prohibited uses to the document. Commission members asked questions regarding the details of the amendment and whether these changes represent a change in direction for SCL Health. Mr. Leuthold and a representative of SCL Health both testified the changes are not a major shift in the development direction for the overall subdivision but will help simplify development decisions for SCL and potential buyers and tenants in the future.

The public hearing was closed. Commission member Greg McCall made a motion to recommend approval and adoption of the findings of the ten review criteria. The motion was seconded by Commission member Dan Brooks. The motion was approved on a unanimous vote.

ALTERNATIVES

The City Council may:

- Approve and adopt of the findings of the 10 review criteria; or
- Deny the amendment to the PDA and adopt different findings of the 10 review criteria; or
- Move to delay the public hearing one time for up to 60 days; or
- Allow the applicant to withdraw the zone change.

The applicant has not requested a delay or to withdraw the application. The Planning staff has not received any testimony from surrounding owners either in favor or opposed to the PDA amendment.

FISCAL EFFECTS

Approval or denial of the requested zone change will not affect the Planning Division budget.

SUMMARY

Prior to making a decision, the City Council shall consider the findings of the ten review criteria for this zone change as recommended by the Zoning Commission.

1. Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy and West Billings Neighborhood Plan. The amendment to the PDA represents an update to better fit with the new zoning (2021) the city adopted. Overall, the PDA meets the following Growth Policy Guidelines

Essential Investments:

Landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors
Infill development and development near existing City infrastructure may be the most cost-effective

Community Fabric:

Developed landscape areas in commercial areas encourage more pedestrian activity and vibrant commercial activity
Attractive street-scapes provide a pleasant and calming travel experience in urban and suburban neighborhoods
Outdoor public spaces provide casual and relaxing gathering areas for people
Developed landscape areas in commercial areas encourage more pedestrian activity and vibrant commercial activity
Attractive street-scapes provide a pleasant and calming travel experience in urban and suburban neighborhoods

Strong Neighborhoods:

Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks,

schools and public gathering spaces foster health, good will and social interaction
Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale streetlights, street trees and walkable access to public spaces

Home Base:
A mix of housing types that meet the needs of a diverse population is important
Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe

Mobility and Access:
Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings
"Safe Routes to Schools" promotes physical health and reduces vehicle trips, earning parents more time and less cost for transportation

Prosperity:
A diversity of available jobs can ensure a strong Billings' economy Successful businesses that provide local jobs benefit the community
Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses
Retaining and supporting existing businesses helps sustain a healthy economy

2. Is the new zoning designed to secure from fire and other danger?
The subject property is currently served by the Billings Fire Department. Several lots have already developed in the subdivision. The nearest fire station is located on S 24th Street, approximately 2 miles east of the subject property. Depending on the specific uses, additional review for fire protection would be conducted during the development process for lots within the subdivision. City water and other improvements are in place to protect the new uses from fire and other dangers.

3. Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety will not be affected by the proposed change. The new underlying zone districts of CMU2 and NX2 along with the prohibited uses will continue to provide predictability and compatibility between uses.

4. Will the new zoning facilitate the provision of transportation, water, sewerage, schools, parks and other public requirements?
Transportation: The existing zoning and new development will continue to increase traffic on the surrounding arterial streets. A traffic study was completed for the subdivision and as each new development occurs, the study is reviewed an updated as needed. The property has good access in all directions. A reciprocal access easement exists to the Spaeny and Amen property recent annexed to the city. Additional contributions to nearby intersection improvements may be indicated in future traffic impact updates. None are planned at this time.
Water and Sewerage: The property is served by city water and sewer. There are no issues with provision of these services now or fo future development.
Schools and Parks: The proposed amendment should have no effect on schools or parks. There are several private parks planned for development within the subdivision along with trails and green spaces.
Fire and Police: The subject property is serviced by the Billings Fire Department and the Billings Police Department. There are no concerns from these departments with the proposed zone amendment.

5. Will the new zoning provide adequate light and air?
The existing PD zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air. The amendment does not alter these requirements.

6. Will the new zoning effect motorized and non-motorized transportation?
Non-motorized travel -- walking and biking -- is an essential part of the circulation plan for this area of Billings. There are several dedicated pedestrian pathway and bike trails within the subdivision that connect to existing public improvements adjacent to Shiloh Road and King Ave West. The amendment will have no effect on these transportation choices.

7. Will the new zoning promote compatible urban growth?
With the proposed update to the underlying zoning from the retired Entryway zone district to Corridor Mixed Use 2 (CMU2) with some lots also designated for Mixed Residential 2 (NX2), the development will be compatible with the adjoining properties and with the character of this urban growth area. More specific development requirements will remain in place for this PDA and will ensure continuity for the lot owners.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

The proposed PD amendment does consider the character of the district and the suitability of the property for the proposed uses. This area of West Billings is undergoing rapid development compared to other areas of Billings. The demand for medical services, personal services, housing choices including townhomes, apartments and smaller single family residences is increasing. The underlying CMU2/NX2 zones will allow the subdivision to continue building for those services and amenities that are in demand.

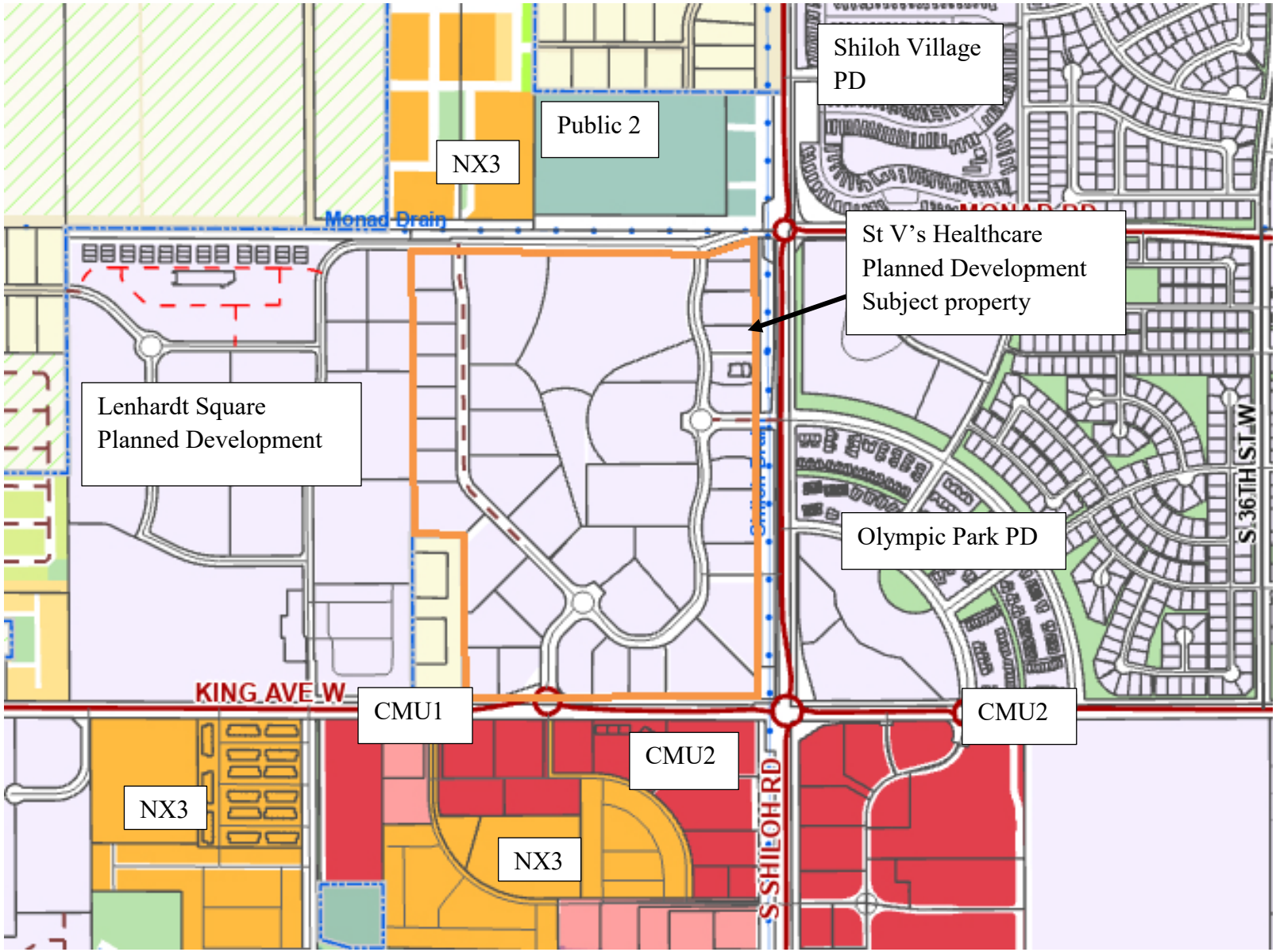
9. Will the new zoning conserve the value of buildings?
Most of the existing language of the PDA will continue and will ensure there are no nonconforming issues with the existing developments. Approval of the zone change to amend the PD agreement will continue to provide certainty to surrounding landowners and may help to maintain property values of adjacent buildings.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed amendment to the PD may encourage the most appropriate use of this land in Billings.

Attachments

Zoning Map and Site Photos
Chart of Zoning History
Proposed PD amendment annotated
Current PDA
St Vincent Healthcare Counsel memo on PD Amendments
Application and Letter
Pre application and meeting notes
Subdivision Lots
Current Subdivision

City Zone Change 1033 – St Vincent Healthcare PD Amendment
Zoning Map and Site Photos



Subject Property

Subject Property

Subject Property view from King Ave West – north and east

View east on King Ave W

View north east to medical services in St Vincent Healthcare with frontage on Shiloh Rd

View north to Rocky Vista University and new medical services

View north west – Billings Dialysis Clinic and Interpointe Apts

View south across King Ave W to Montana Sapphire

Zoning History for City ZC 1033 – St Vincent's Healthcare Planned Development Amendment

SUBJECT PROPERTY	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
St. Vincent Healthcare Shiloh Rd & King Ave W	City ZC 722	May 24, 2004	Agriculture to Planned Development	Y	PD zone for healthcare & ancillary commercial uses
St. Vincent Healthcare Shiloh Rd & King Ave W	City ZC 870	Jan 24, 2011	PD Amendment	Y	Adjustment to allow flexibility
Minor Amendment to PD agreement	NA				
SURROUNDING PROPERTY	**Zone Change**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
Vista West	City ZC 894	5/12/2012	A-1 to RMF-R	Withdrawn	
Vista West	City ZC 1004	2/25/2021	A to N2, NX2/NX3 and P1	Withdrawn	
Vista West	City ZC 1021	2/12/2023	A to PND N1, NX2/NX3 & P1	Y	
Ridgeline Development	City ZC 997	9/13/2021	A-1 to MU-PND – NX2, N2, CMU1, P1	Y	First PND zone change
Lenhardt Square	City ZC 991	6/14/2021	Update to PD agreement	Y	Increased density and normalized height measurements
Western Sky Sub	City ZC 977	July 13, 2020	Adjust Zone District Boundaries	Y	
Western Sky Sub	City ZC 975	Jan 27, 2020	Underlying zoning amendment	Y	
Western Sky Sub	City ZC 802	May 17, 2007	A-1 to CC, RMF-R, R-50, R-70, R-96 & Public	Y	Included entire NW section of 160 acres
Western Sky Sub	City ZC 957	Sept 11, 2017	CC, RMF-R, R-50, R-70, R-96 & Public to Planned Development	Y	Underlying zones CC, NC RMF & RMH
Hoop Dreams – Apartments	City ZC 900	Aug 13, 2012	R-50 to RMF-R	Y	Apartment Developments at 44th St W and King Ave W
Hoop Dreams – Apartments	City ZC 912	July 8, 2013	Public & R-50 to RMF-R	Y	Additional apartments
Montana Sapphire Sub	City ZC 673	July 9, 2001	A-1 to Entryway Light Industrial (ELI)	Y	New industrial park
Montana Sapphire Sub	City ZC 903	Sept 24, 2012	ELI to HC	Y	Affinity of Billings Fuel Fitness Divide Bar & Grill
Montana Sapphire Sub Long Beach Apts	City ZC 878	Aug 22, 2011	ELI to HC	Y	New apartments
3815 Hesper Road	City ZC 907	March 25, 2013	A-1 to CI	Y	New FedEx Ground Terminal
4245,4249 & 4253 King Ave W	City ZC 1030	July 24, 2023	RR1 to NX2	Y	Annexation for city services

After recording, return to:

SCL Health
500 Eldorado Blvd., Suite 4300
Broomfield, CO 80021
Attn: Legal Department

THIRD AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT FOR THE ST. VINCENT HEALTHCARE SUBDIVISION

This Third Amendment to Planned Development Agreement ("**Amendment**") for the St. Vincent Healthcare Subdivision is entered into this __day of _____, 2023, by and between the Sisters of Charity of Leavenworth Health System, Inc., a Kansas non-profit corporation, of 500 Eldorado Blvd., Ste. 4300, Broomfield, Colorado 80021 ("**SCL Health**") and the City of Billings, a Montana municipality (the "**City**") of 210 North 27th Street, Billings, Montana 59101.

WHEREAS, St. Vincent Healthcare Foundation, Inc., a Montana public benefit corporation, as agent for SCL Health, entered into that certain Planned Development Agreement ("**Original PDA**") for the St. Vincent Healthcare Subdivision, dated June 23, 2011 and recorded on June 12, 2014, in the real property records of Yellowstone County, State of Montana, at document number 3707747, for the development of approximately 113 acres of real property on the west side of Billings, Montana, more commonly known as the St. Vincent Healthcare Subdivision (the "**Property**");

WHEREAS, the Original PDA was amended by that certain Consent to Minor Modification of Planned Development Agreement for St. Vincent Healthcare Subdivision, dated June 23, 2011, and recorded on November 21, 2014, in the real property records of Yellowstone County, State of Montana, at document number 3724597 ("**First Amendment to PDA**");

WHEREAS, the Original PDA and First Amendment to PDA where amended again by that certain Second Consent to Minor Modification of Planned Development Agreement for St.

Vincent Healthcare Subdivision, dated January _, 2015 and recorded on February 27, 2015, in the real property records of Yellowstone County, State of Montana, at document number 3732703 ("**Second Amendment to PDA**");

WHEREAS, the Original PDA, First Amendment to PDA, and Second Amendment to PDA are collectively referred to herein as the "**PDA**;"

WHEREAS, until now, there has been not been a great amount of development in the Property, and some terms and requirements of the PDA are no longer relevant and need updating;

AND WHEREAS, the undersigned desires to update the PDA terms pursuant to this Amendment.

NOW, THEREFORE, in consideration of mutual covenants and conditions set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, it is agreed as follows:

(The following sections of the current PDA will remain in full force and effect except as modified below: Article I. Purposes; Article II. Definitions; Article III – Binding Effect; Article IV – Regulation of Uses; Article V – Parks and Green Spaces; Article VI – Site Development, Architecture and Design; Article VII – Signs; Article VIII – Enforcement; Article IX -General Provisions; and Article X - Notice)

1. **General**. This Amendment is intended to be, and shall be construed as, an amendment to the PDA. To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the PDA, the terms and conditions of this Amendment shall control. Capitalized terms used in this Amendment shall have the meaning ascribed to them in the Lease.

2. **Amended Plat.** The City approved an amended plat of the Subdivision, Plat of Amended St. Vincent Healthcare Subdivision, which was recorded on December 21, 2022 in the real property records of Yellowstone County, State of Montana, at reception number 4037363 ("**Amended Plat**"). The Amended Plat is attached hereto as **Exhibit A-1.** Based upon this Amended Plat, the following amendments are necessary to the PDA.

A. **Plat.** All references to the Plat in the PDA are amended and restated as the Amended Plat and all references to Exhibit A in the PDA are amended and restated **as Exhibit A-1**.

B. **Signs Easements**. The Sign Easements shown on Exhibits A & B in the PDA are amended and shown on **Exhibit A-1**.

C. **Campus**. The term "**Campus**," as defined in the PDA, shall be amended based on the Amended Plat to mean: *(modifies Article II.E of the current PDA)*

i. Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 2A, 11 and 12.
ii. Block 3, Lots 1A, 2, 3, 4, 5, 6, 8, 9, 10, 11, and 12.

iii. Block 4: Lots 2, 3, 2A-2, and 3A.

D. **The Commercial Neighborhood**. The term "**Commercial Neighborhood**," as defined in the PDA, shall be amended based on the Amended Plat to mean: *(modifies Article II. F of the current PDA)*

i. Block 1: Lots 2A, 3A-1, 4A, 4B, 5A, 6A-1, 6A-2, and 6A-2.

E. **St. Vincent Park**. The term "**St. Vincent Park,**" as defined in the PDA, shall be amended based on the Amended Plat to mean approximately 2.771 acres located in Lot 7, Block 3, as depicted on the Amended Plat. *(modifies Article II.J of the current PDA)*

F. **Shiloh Overlay District**. All references to the Shiloh Corridor Overlay District are replaced with the CMU-2 Zoning District established in Chapter 27 of the City Code of Billings. Notwithstanding the foregoing, and solely as it relates to Block 2, Lots 1, 2, 3, 4, 5, 6, 7, and 8, in addition to CMU-2, the requirements and standards of an NX2 Zoning District shall also apply. *(modifies Article IV.A 2 and 3 of the current PDA as well as other Articles that contain references to the Shiloh Corridor Overlay including Articles VI.A, VI.D, and IX.P)*

3. **Prohibited Uses**. The following shall be added to the list of prohibited uses in Article IV.C of the PDA:

34. **Marijuana**. The sale, growing or manufacturing of any product or by-product of the marijuana plant.

35. **Body Painting or body piercing salons**.

36. **Dry cleaning plants or public Laundromats** (provided this shall not apply to nominal supportive facilities for on-site service-oriented pickup and delivery by the ultimate consumer and other incidental non-dry cleaning services that are not self-service).

37. **Manufactured housing**. *(this use is already prohibited by Article IV.C.13 in the current PDA)*

38. **Chain Link Fencing** (provided this shall not apply to temporary or mobile chain link fencing used (a) during any construction activities or (b) for outdoor events, where the public needs to be separated from an event).

4. **Notices**. *(modifies Article IV.C of the current PDA)*Any notices or demands required to be given under the PDA, as amended, shall be provided to SCL Health, as provided for in Section IX.E, at the following address:

If to SCL Health: 500 Eldorado Blvd., Ste. 4300
Broomfield, Colorado 80021
Attn: Legal Department

With copy to: St. Vincent Healthcare
Attn: Business Development
1106 North 30th Street
Billings, MT, 59107-5200

5. **Miscellaneous**.

A. *(modifies Article X of the current PDA)*NOTICE. THIS AMENDMENT SHALL SERVE AS NOTICE TO ALL THIRD PARTIES, INCLUDING THOSE PURCHASING OR ACQUIRING AN INTEREST IN ANY OF THE PROPERTY, OF THE EXPRESS RESTRICTIONS PLACED UPON THE LOTS WITHIN THE PROPERTY AND SHALL FURTHER SERVE AS NOTICE THAT, SHOULD THE TERMS OF THE PDA AS AMENDED BE VIOLATED, THE PARTIES TO THIS AGREEMENT MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED HEREIN AND PROVIDED BY LAW AND EQUITY.

(all numerical items below modifies existin Article IX of the existing PDA – primarily by updating the name of the Party to SCL Health)

B. **Neutral Interpretation.** SCL Health and the City hereby stipulate and agree that the PDA, as amended, shall be construed using neutral interpretation and that this Agreement shall not be construed in favor of any party or against any party.

C. **The PDA Governs**. If there is any conflict between the PDA, as amended and other zoning regulations and/or ordinances, the terms and conditions of the PDA, as amended, shall govern.

D. **Amendment, Modification, and Termination**. This Amendment may not be amended, modified, or terminated, in whole or in part, except with the unanimous written consent of SCL Health and the City. All amendments and modifications shall be made in accordance with the procedures set forth under the Municipal Code of Billings, Montana.

E. **Waiver**. Failure of one party to notify the other party of a default in the manner provided in the PDA, as amended, shall not be deemed a waiver of any rights which the non-defaulting party may otherwise have at law or in equity.

F. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

G. **Limitation on Enforcement**. The PDA, as amended, is for the benefit of SCL Health, the City, the other owners within Property, and their heirs, devisees, assigns, and trustees, and may only be enforced by such parties. No other person or entity shall be entitled to claim a breach of this Agreement or to enforce the covenants, conditions, and restrictions contained herein, judicially or otherwise.

H. **Severability**. Should any provision of this Amendment be or become invalid, void, illegal or unenforceable, it shall be considered separate and severable from this

Amendment, and the remaining provisions shall remain in force and be binding upon the parties hereto as though such invalid, void, illegal or unenforceable provision had not been included.

I. **No Partnership**. The provisions of the PDA, as amended, are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

J. **Captions and Headings**. The paragraph headings used throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Amendment.

K. **Entire Agreement**. The PDA, as amended, contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. (*this language excluded that exists in the current PDA: "The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.")*

L. **Construction**. In construing the provisions of the PDA, as amended, whenever the context has required, the use of a gender shall include all other genders, and the use of the singular shall include the plural, and the use of the plural shall include the singular.

M. **Joint and Several Obligations**. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

N. **Conflict**. It is the intent of the parties to implement Chapter 27 of the City Code of Billings. throughout The Subdivision. In the event of any conflict between the express terms of this PDA and Chapter 27 of the City Code of Billings, the express terms and conditions of the PDA, as amended, shall govern.

O. **Run with the Land**. The terms and conditions of this Agreement shall run with the land and shall be binding upon and shall inure to the benefit of SCL Health, the City, the owners of the Lots in the Property, and their heirs, successors, and assigns.

[signature pages follow]

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first written above.

SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC.,
a Kansas non-profit corporation

By: _____
Name:
Its:

STATE OF COLORADO)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____, 2023, by _____, as _____of Sisters of Charity of Leavenworth Health System, Inc., a Kansas non-profit corporation.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires: _____

CITY OF BILLINGS,
a municipality

By: _____
Name: William A. Cole
Its: Mayor

STATE OF MONTANA)
)
COUNTY OF YELLOWSTONE)

The foregoing instrument was acknowledged before me this ____day of _____, 2023, by _____, as _____of the City of Billings, a municipality.

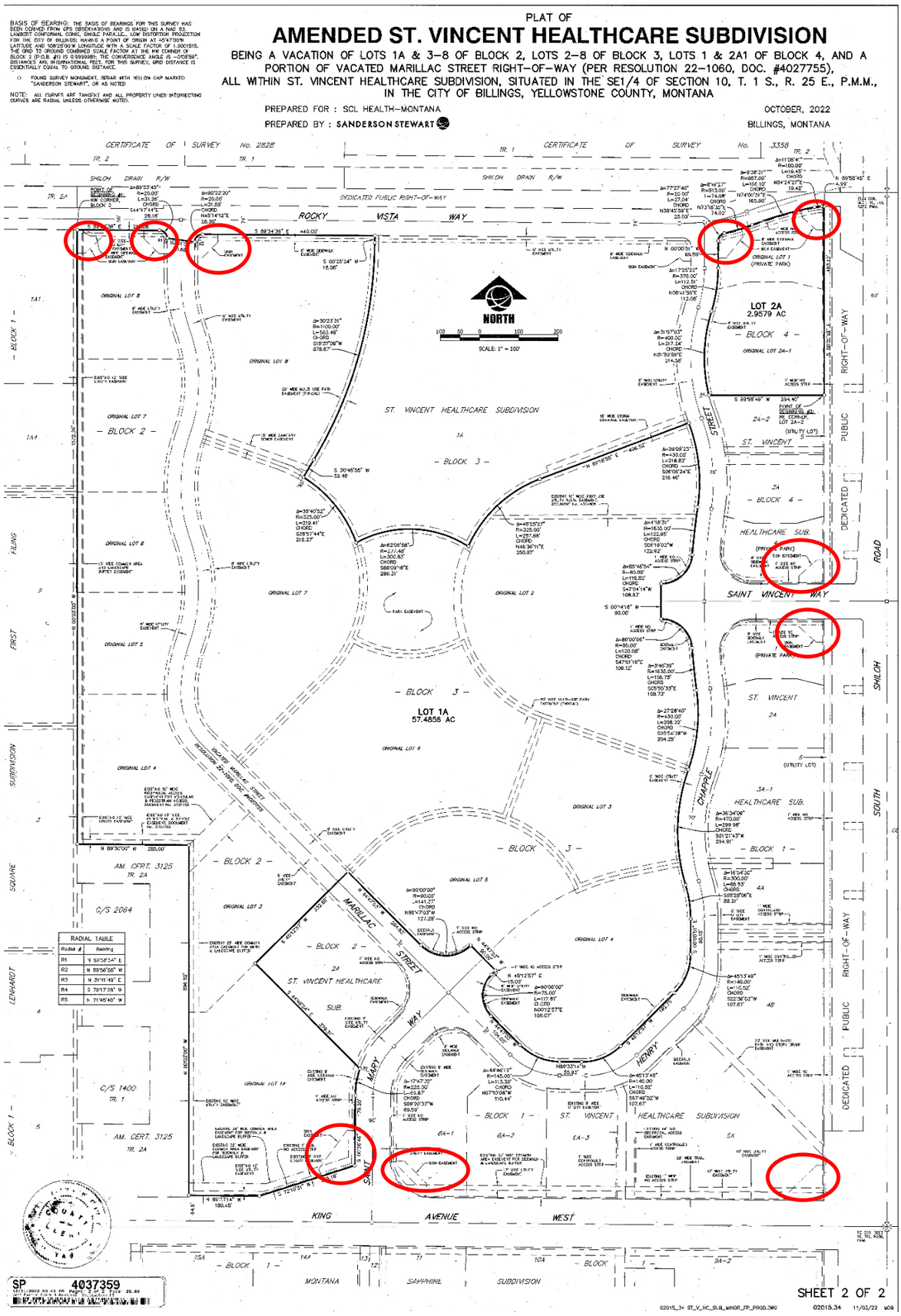
WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires: _____

Exhibit A-1

Amended Plat



AG 3732703
02/27/2015 04:20 PM Pages: 1 of 31 Fees: 217.00
Jeff Martin Clerk & Recorder, Yellowstone MT

Return To:
Doug James
Moulton Bellingham PC
P. O. Box 2559
Billings, MT 59103
(406) 238-1565
Doug.James@MoultonBellingham.com

SECOND CONSENT TO MINOR MODIFICTION OF PLANNED DEVELOPMENT AGREEMENT

FOR
ST. VINCENT HEALTHCARE SUBDIVISION

By and Between:

SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC.
and
THE CITY OF BILLINGS, MONTANA

AG 3732703
02/27/2015 04:20 PM Pages: 2 of 31 Fees: 217.00
Jeff Martin Clerk & Recorder, Yellowstone MT

SECOND AMENDED PLANNED DEVELOPMENT AGREEMENT FOR THE ST. VINCENT HEALTHCARE SUBDIVISION

This **SECOND AMENDED PLANNED DEVELOPMENT AGREEMENT** is made and entered into this ___ day of January, 2015, by and between the **SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC.**, ("**SVH**") of 1106 North 30th Street, Billings, Montana 59107-5200 and the **CITY OF BILLINGS**, a Montana municipality ("**the City**"), of 210 North 27th Street, Billings, Montana 59101.

RECITALS

NOW WHEREAS:

1. In accordance with Unified Zoning Code 27-13-10, the parties to the Planned Development Agreement for St. Vincent Healthcare Subdivision recorded November 21, 2014, as Document No. 3724597 desire to make minor modifications to the Agreement to correct a typographical error in numbering of the Articles. The parties to the Agreement consent to this modification, said parties being the CITY OF BILLINGS, a Montana municipality ("The City") of 210 N. 27th Street, Billings, Montana, 59101 and ST. VINCENT HEALTHCARE FOUNDATION, INC., as agent for the SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC. of 1106 North 30th Street, Billings, Montana 59107-5200.

2. SVH owns approximately 113 acres of real property in Billings, Montana, more particularly described as:

> St. Vincent Healthcare Subdivision in the City of Billings, Yellowstone County, Montana, as shown by the records of the Clerk and Recorder of Yellowstone County, Montana under Document No. 3707746.

The foregoing property shall be known as "The St. Vincent Healthcare Subdivision," hereinafter "The Subdivision." SVH intends to develop The Subdivision primarily as a Healthcare Campus. The focus will be healthcare and other uses that are consistent with and not adverse to a healthcare campus including commercial and limited residential uses in a pedestrian-oriented development. The Subdivision will be divided into two separate zones: The Commercial Neighborhood and The Campus.

NOW THEREFORE, the undersigned hereby establish and declare the following plan for The Subdivision, including such restrictions and protective covenants as set forth herein, which shall apply to all of the Subdivision and all Lots therein, shall bind all of the present and future Lot owners, and shall run with the land.

AG 3732703
02/27/2015 04:20 PM Pages: 3 of 31 Fees: 217.00
Jeff Martin Clerk & Recorder, Yellowstone MT

AGREEMENT

ARTICLE I - PURPOSES

A. The zoning for The Subdivision shall be Planned Unit Development pursuant to this Planned Development Agreement ("PDA"). This PDA is intended to create a healthcare campus with appropriate associated commercial uses with the possibility of limited residential uses. Well-being and health care will be the essence of The Subdivision's character to provide a healthy work environment to meet the health and medical needs of the community, to assemble affiliated businesses and services complimentary to the activities and mission of health care, and to incorporate a well-landscaped environment throughout The Subdivision. Circulation patterns will encourage easy pedestrian access and limit vehicular congestion and pedestrian/vehicular conflicts. This PDA will promote smart building development in terms of orientation, access, energy consumption and efficiency.

B. This PDA is designed and intended to afford SVH maximum flexibility for future development within a framework that will ensure sound development.

C. The parties enter into this Agreement in order to accomplish the purposes set forth herein, and in order to further the following additional objectives:

1. To create a rich architectural arrangement of buildings and spaces through the use of relational massing of materials and forms, generous landscaping elements and contemporary and traditional architectural styles;

2. To create a notable Billings, Montana landmark;

3. To create generous and ample parking, arranged to be hidden or screened from roadways and view corridors;

4. To create well-configured squares, plazas, greens/commons, landscaped streets and parks, woven into the pattern of the entire Development and dedicated to collective social activity, recreation, and visual enjoyment;

5. To provide abundant landscaping requirements;

6. To create a pedestrian-friendly environment and uses;

7. To facilitate and foster complimentary uses serving the health care community, including clinics, medical office buildings, laboratories, hospitals, and related or supporting uses;

8. To promote and assist in the orderly development of The Subdivision;

9. To encourage creativity and continuity in design, quality, and character of new development; and

10. To minimize adverse aesthetic impacts associated with excessive lighting, signage, and other design features.

ARTICLE II - DEFINITIONS

All terms used herein shall have the same definition and meaning as specified in Chapter 27 of the City of Billings Municipal Code, unless otherwise defined herein. The following definitions shall apply to this PDA:

D. **Ann Ross Green Space**. The Ann Ross Green Space is a green space of approximately 10.86 acres located along the Shiloh Drain and Monad Road. The Ann Ross Green Space shall be developed (as the subdivision develops over time) and maintained by SVH at no cost to the City. The Ann Ross Green Space shall include:

i. Approximately 5.11 acres located in the City of Billings Public Utilities Department Right-of-Way for Shiloh Road, as shown on the Plat, Exhibit "A" hereto;

ii. Approximately 1.04 acres located upon Lot 8, Block 1 and Lot 5, Block 4, which will be deeded to the City;

iii. Lot 1, Block 1 of St. Vincent Healthcare Subdivision of approximately .93 acres, which shall be owned by SVH;

iv. Lot 4, Block 4, of St. Vincent Healthcare Subdivision of approximately .94 acres which shall be owned by SVH;

v. Lot 1, Block 4 of St. Vincent Healthcare Subdivision of approximately 1.03 acres, which shall be owned by SVH; and

vi. Dedicated public street right-of-way along Monad Road of approximately 1.81 acres.

Ann Ross Green Space shall be fully developed with trees, irrigated lawn, and other landscaping features which may include shrubs, boulders, flower beds, water retention features, ponds, bike and pedestrian paths, pedestrian bridges, pedestrian overlooks, benches, lighting, and activity areas. The Ann Ross Green Space shall be maintained by the Subdivision Maintenance Director. SVH will enter into a Development and Maintenance Agreement with the City of Billings Public Works Department in order to provide for the development and maintenance of the Ann Ross Green Space. The Ann Ross Green Space shall be developed and maintained at no cost to the City of Billings. The City grants SVH an easement, including for ingress and egress,

over, across, onto, through, and upon those portions of the Ann Ross Green Space owned or controlled by the City in order to allow SVH and its agents the ability to install, maintain, service, use, replace, repair, and enjoy the landscaping and improvements in the Ann Ross Green Space. SVH reserves an easement, including ingress and egress, to access, service, install, repair, replace, and maintain signs within the Sign Easement Areas shown on the Plat attached hereto as Exhibit "A".

E. **The Campus**. "The Campus" means Block 2, Lots 1-8; Block 3, Lots 1-9; and Block 4, Lots 2 and 3. The Campus is intended to be a collegiate-like arrangement of buildings, open space, parking areas and landscaping in which the buildings are interconnected with walkways and open, landscaped space, and surface parking is screened at its perimeter by landscaping or an arrangement of buildings. The Campus is intended to be a juxtaposition of buildings of many different functions which encourages and facilitates easy pedestrian circulation, develops an identifying style, and creates a sense of place as a neighborhood environment. There shall be paved access to all structures, through public and/or private rights-of-way in order to insure access, including but not limited to Fire Department access.

F. **The Commercial Neighborhood**. "The Commercial Neighborhood" means Block 1, Lots 2-7.

G. **Conditions, Covenants, and Restrictions of Record**. "The Conditions, Covenants, and Restrictions" (also referred to as the "CCRs") means those conditions, covenants, and restrictions to be recorded against all of the real property in The St. Vincent Healthcare Subdivision by SVH as the Declarant.

H. **Lot**. "Lot" means a piece, parcel, plot, tract, or area of land occupied or capable of being occupied by one or more principal buildings, and the accessory buildings or uses customarily incidental to them, and including the open spaces required, and having its principal lot frontage on a street.

I. **Medical Uses**. The term "Medical Uses" shall be defined to its broadest extent to include, but not be limited to: hospitals and hospital-related services; medical and dental professional clinics and/or offices; medical laboratories; pharmacies; physical therapy facilities; research and testing facilities related to the practice of health and medicine; health and fitness-related businesses; and ancillary healthcare services.

J. **St. Vincent Park**. "St. Vincent Park" shall be a private park space developed and maintained by the Maintenance Director, at no cost to the City of Billings. St. Vincent Park shall be an area of approximately 1.76 acres located in Lot 2, Block 3, of St. Vincent Healthcare Subdivision.

K. **The Review Committee**. "The Review Committee" (also referred to as "The Committee") shall mean that committee appointed by SVH. The Review

Committee shall have all of the duties and responsibilities identified in this PDA and the CCRs, including but not limited to being responsible for reviewing and approving or denying the design of all projects proposed for any lot within The Subdivision.

L. **The Maintenance Director.** "Maintenance Director" means the person or firm appointed by SVH in accordance with the terms and conditions of this PDA and the CCRs to maintain Ann Ross Green Space and the other Common Areas within The Subdivision.

ARTICLE III - BINDING EFFECT

M. **Persons Bound by this Agreement.** All individuals, corporations, or other entities who presently have or shall hereafter acquire any interest in and to any of the real property within The Subdivision shall be held to agree to all of the terms of this Agreement and all such individuals, corporations, and other entities, their heirs, devisees, successors, assigns, tenants, and trustees shall be bound by this Agreement.

N. **The 2004 Agreement**. The PDA for the Subdivision recorded June 25, 2004 as Document No. 3293717 is replaced by this Agreement. The June 2004 Agreement is hereby terminated and shall be of no force or effect.

ARTICLE IV - REGULATION OF USES

A. **Land Use Classifications and Permitted Uses**.

1. **Classifications of Lots**. Lots in The Subdivision shall be located and classified within either The Commercial Neighborhood or The Campus.

(a) ***The Commercial Neighborhood. The Commercial Neighborhood is*** located at the intersection of King Avenue and Shiloh Road, as shown on Exhibit "A" hereto. The Commercial Neighborhood is intended primarily to accommodate retail services and office facilities, but Medical Uses would also be allowed.

(b) ***The Campus.*** The Campus shall be all of the Subdivision, except for the Commercial Neighborhood, as shown on Exhibit "A." The primary use of the lots in The Campus shall be Medical Uses, although other commercial and professional uses and residential uses may also be permitted. The Campus is intended primarily for Medical Uses, but may also be used as a commercial or cultural center with retail activities conducted in a unified development designed to serve the surrounding neighborhood with shopping facilities consisting of convenience retail and personal service establishments which secure their principal trade by supplying the daily needs of the neighboring population.

2. **The Commercial Neighborhood: Permitted Uses of Lots**. Lots in the Commercial Neighborhood, unless otherwise prohibited herein, may be used for any use permitted in Entryway Light Industrial Zoning pursuant to Chapter 27 of the Billings, Montana City Code in effect on the date of this Agreement.

3. **The Campus – Permitted Uses of Lots**. Lots in The Campus, unless otherwise prohibited herein, may be used for any of the following uses: Medical Uses; any use permitted in the Commercial Neighborhood; administrative and research facilities; open spaces, park areas, gardens, athletic fields, bike trails, playgrounds, and walking paths; public library; office and retail uses. The following additional uses will be permitted in The Campus with the prior express written consent of SVH, which consent may be granted or withheld in the exclusive discretion of SVH:

   (a) assisted living retirement housing;

   (b) churches, synagogues, and places of worship (Provide, however, that a chapel or other place of worship that is located within a building used primarily for medical or Healthcare Purposes shall be permitted and shall not require additional consent;

   (c) helicopter takeoffs and landings for medical and healthcare-related purposes on any lot within Block 3;

   (d) hotels and motels;

   (e) multi-family and assisted care housing;

   (f) residential uses;

   (g) supportive housing services;

   (h) veterinary clinic and animal hospitals, (this permits only the indoor treatment and no overnight kennels.

   (i) Parks.

B. **Continued Farming Operations.** SVH may, in its sole and exclusive discretion, permit farming operations (but not livestock) within The Subdivision. No Lot shall be farmed or flood-irrigated without the prior express written consent of SVH. Written consent to farm and to irrigate must be obtained on an annual basis. SVH may prohibit farming and/or flood irrigation in The Subdivision, in the sole and exclusive discretion of SVH.

C. **Prohibited Uses**. The following operations and uses shall not be permitted on any Lot in The Subdivision, regardless of where the Lot is located:

1. **Alcoholic Beverages**. Any establishment that sells alcoholic beverages or liquor, including liquor stores and bars. Provided, however, that a restaurant shall be allowed limited sales of beer and wine pursuant to a Restaurant Beer and Wine License pursuant to §16-4-420, Montana Code Annotated. Alcoholic Beverages may be sold at special events within the Subdivision with the prior express written consent of SVH, which consent may be withheld or granted in the exclusive discretion of SVH. This restriction shall not restrict or preclude the sale of beer and wine ancillary to the operation of a grocery store or a drug store such as Walgreens or CVS.

2. **Billboard signs**;

3. **Casinos**. Any establishment engaged in gaming or gambling activities, including casinos and bingo parlors;

4. **Clubs & Fraternal Organizations**. Any clubs or fraternal organizations which serve alcoholic beverages or liquor;

5. **Pornographic Materials.** Any establishment selling or exhibiting pornographic materials or drug-related paraphernalia, except that such prohibition shall not limit the sale of books, periodicals, music products, and video products by a bookstore and/or music store carrying a full line of adult and/or children's titles, such as, by way of example, but not limited to, Borders or Barnes and Noble bookstores;

6. **Sexually-Oriented Businesses.** Sexually-oriented businesses as defined by Section 27-611 of the Billings, Montana City Code;

7. **Tobacco Sales**. Sale of cigarettes, cigars, and tobacco products, except incidental to the operation of a general retail store such as a grocery store or supermarket;

8. **Automobile & Truck Repair, Sales & Service Businesses, auto parts supply, auto & truck leasing and rental, RV sales & service, heavy truck/tractor sales & service**;

9. **Brewery** (except as incidental to a restaurant, such as a brew pub. Microbrews shall not be permitted unless incidental to a restaurant);

10. **Gas stations & Service Stations for Automobiles, Trucks, Trailers, or Recreational vehicles.**

11. **Gun and archery ranges and the sale of guns and ammunition**, unless incidental to a general retail store;

12. **Equipment rental shops**, unless related to Medical Uses;

13. Manufactured homes;

14. Pawn shops and Tattoo Parlors;

15. Pool or billiard hall;

16. Propane sales.

17. Industrial Uses that are inconsistent with commercial zoning or a commercial/medical development, including, but not limited to: warehouses, packing plants, grain mills, sawmills, petroleum refining, cement plants, bulk processing or storage of stone, clay, gravel, and/or glass, metal fabrication, recycling center, cemeteries, mining, and general contractor operations;

18. Manufacturing Uses, unless related to Healthcare Purposes;

19. Second Hand Stores, Flea Markets & Junk Shops. This prohibits the sale of used household furniture and clothing, appliances, and equipment.

20. Car & Truck Washes.

21. Fireworks. The sale or manufacture of fireworks.

22. Title Loan Businesses.

23. Commercial Storage Facilities & Mini Storage Facilities. This prohibits all storage rental facilities.

24. Tire Sales, except as incidental to the operation of a general retail store.

25. Animal Kennels or Animal Raising Facility.

26. Building Contractor or Subcontractor Operations.

27. Livestock and Farm Equipment. Any establishment engaged in the sale of livestock, ranch or farm equipment.

28. Massage Parlors (excluding therapeutic massage).

29. Mortuary or funeral home or crematorium.

30. Truck Stops and Truck Terminals as defined by 27-201 of the Billings, Montana City Code.

31. Warehouses (unless incidental to medical, dental, or clinical uses).

32. **Adult Book Store, Adult Video Store, Adult Movie Theater or other establishment selling, renting or exhibiting pornographic materials or drug-related paraphernalia (except that this provision shall not prohibit the operation of a bookstore or video store which carries a broad inventory of books or videos and other materials directed towards the interest of the general public (as opposed to a specific segment thereof).**

33. **Amusement Park or Arcade.**

D. **Condition of Lots and Buildings.**

1. **Maintenance of Lots**. The owner of any Lot shall at all times keep and maintain the owner's Lot and buildings, improvements, and appurtenances thereon in a safe and clean condition and comply, at the Lot owner's sole expense, with all applicable governmental, health, fire, and safety ordinances, regulations, requirements, directives, and the CCRs. The Lot owner shall at regular and frequent intervals remove, at the Lot owner's sole expense, any garbage or rubbish that may accumulate upon the owner's Lot.

2. **Maintenance of Unimproved Sites**. Any Lot that is not improved or built upon shall be maintained in a good and clean appearance by the Lot owner. Weeds, brush, trash, and rubbish must be removed at least every three (3) months or when directed to do so by the City or SVH. SVH and the Maintenance Director may perform any maintenance and clean-up on any Lot that is not maintained as set forth herein and may charge the Lot owner for all costs incurred in doing so.

3. **Sewer and Water Facilities**. All new development shall be served by public sewer facilities and public water service.

4. **Weed Management**. All noxious weeds on the latest Yellowstone County Noxious Weed List must be controlled on all properties in The St. Vincent Healthcare Subdivision. All costs associated with noxious weed control shall be the responsibility of the Lot owners of record.

5. **Outside Storage**. Outside storage shall not be permitted in The Subdivision except for limited, short-term outside storage during construction. No trailer (horse, boat, snowmobile, etc.), boat, camper, motor home, recreational vehicle, snowmobile, vehicle or other equipment generally associated with recreation and leisure time activity shall be situated or parked on any lot or street in The Subdivision for more than five (5) days in any calendar year, unless it is enclosed by a garage meeting the design requirements of this PDA and, at a minimum, the Shiloh Corridor Overlay District Zoning regulations.

6. **The Shiloh Drain**. Lot owners shall at all times conduct their use and activities in a manner that will preserve the integrity of the Shiloh Drain, including the prevention of any degradation of water quality, any reduction in the flow of water, and any damage to the bed or banks of the Shiloh Drain. The Lot owner shall not conduct or permit the conduct of the following activities:

   (a) The discharge of any liquid (except storm water runoff as directed by the details of an engineered storm drainage management plan), solid, or gas into the Shiloh Drain;

   (b) Planting or dropping any non-native fish, animal, reptile, or plant into the Shiloh Drain area;

   (c) The dumping of grass clippings or landscaping material or debris into the Shiloh Drain;

   (d) Any refuse dumping-encouraging activities;

   (e) The polluting of the water in the Shiloh Drain;

   (f) The discharge of any Hazardous Materials. The term "Hazardous Materials" shall mean: petroleum products, asbestos, poly-chlorinated biphenyls, radioactive materials, and all other dangerous, toxic, or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law. The term "Environmental Law" shall mean all federal, state, county, city, local, and other statutes, laws, ordinances, and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

ARTICLE V - PARKS AND GREEN SPACES

St. Vincent Park and The Ann Ross Green Space shall be developed and landscaped to promote the character of a well-landscaped campus environment and to comply with the requirements of this PDA and the CCRs. St. Vincent Park and Ann Ross Green Space shall be private park spaces and shall not be dedicated as public parks. St. Vincent Park shall be developed and maintained as provided in the CCR's. The Ann Ross Green Space shall be developed and maintained by the Maintenance Director pursuant to an Agreement between SVH and the City of Billings Public Works Department. In the event that a portion of the Subdivision is used for Residential Purposes in the future, the park dedication requirements shall be waived pursuant to Section 23-1009 of the Billings, Montana City Code and shall be met through the provision of private park space, including St. Vincent Park and Ann Ross Park.

AG 3732703
02/27/2015 04:20 PM Pages: 12 of 31 Fees: 217.00
Jeff Martin Clerk & Recorder, Yellowstone MT

ARTICLE VI - SITE DEVELOPMENT, ARCHITECTURE AND DESIGN

A. **Development Design Standards**. These standards are provided to establish minimum guidelines for the development of facilities in The Subdivision, including site work, landscaping, buildings and accessory structures, parking areas, and signage. These guidelines will not define specific styles of architectural character for the various uses possible in The Subdivision. They are intended to establish a level of quality for the physical settings within The Subdivision and for the architectural design of the structures within those settings while allowing the flexibility to adjust and evolve with changes in technology and architectural evolution. These guidelines will specifically control the treatment of the public areas, streetscape, pedestrian areas, landscaping and signage to create a setting in which a wide variety of individual buildings of high quality can exist in harmony. They will provide developers with a guide which will define the aesthetic quality of The Subdivision's architecture yet allow flexibility for a unique but individual expression of the architectural requirements and image of each building development. These standards are in addition to the Shiloh Overlay District Zoning requirements.

1. **General Development**.

   (a) The Shiloh Corridor Overlay District Zoning Section 27-1401, et. seq., Billings Montana Municipal Code, shall be the minimum standards for The Subdivision.

   (b) All site development shall be designed to encourage reciprocal access and parking between adjacent properties.

   (c) ***Lot Size***: No Lot shall be smaller than one acre unless approved in writing by SVH and the Review Committee as defined herein.

   (d) All utilities shall be underground with any surface elements screened by structural or landforms and landscaping elements.

   (e) All antenna and satellite receiver dishes shall be hidden from street view and otherwise screened from view by structures or landscaping elements.

2. **Lot Coverage.** The total combined lot coverage for all structures on any lot shall not exceed sixty (60) percent of the total square footage of the lot. However, the Owner of a Lot may request a variance for Lot coverage up to eighty percent (80%) with the prior express written consent of SVH. Approval of any Lot coverage variance will be through the City Board of Adjustments.

AG 3732703
02/27/2015 04:20 PM Pages: 13 of 31 Fees: 217.00
Jeff Martin Clerk & Recorder, Yellowstone MT

3. **Set-Back Buffers**.

Front Yard Setback: Minimum of twenty-five (25) feet from the Lot Line

Side Yard Setback: Minimum of thirty (30) feet from the Property Line.

Rear Yard Setback: Minimum of thirty (30) feet from the Property Line.

The clear vision triangle must be maintained as required by the Billings, Montana City Code Section 27-604, 615, and 618.

Lots 4, 5, 6, 7, & 8, Block 2. There shall be a 15 foot landscaped area within a 20 foot setback along the western edge of the Subdivision for Lots 4 (except for the easement area), 5, 6, 7, & 8, Block 2, west of Marillac Street.

If two or more lots are developed as a single parcel as allowed herein, then the side yard setback requirements shall not apply to the lot lines within the interior of the developed parcel. All arterial setbacks as outlined in Billings, Montana City Code Section 27-602 must also be maintained. Setback areas not occupied by required buffer yards may be used for driveways and non-required parking. However, driveways and non-required parking may not exceed 20% of any setback area, based upon square feet. All developments are required to place landscaped buffer yards adjacent to and along the length of all public rights-of-way and private rights-of-way, excluding driveways. Rights-of-way include the following: ditches adjacent to streets, principal arterial streets, minor arterial streets, collector streets, and local streets. All landscaped buffer yards shall meet or exceed the Shiloh Corridor Overlay District Zoning requirements. A Lot owner may request a variance of up to minus 10% of the set-back requirements specified herein, with the prior express consent of the Review Committee. Approval of any set-back variance shall be by the City Board of Adjustments. In order for a variance to be granted, both the Review Committee and the City Board of Adjustments must give their written approval.

4. **Green Belt Buffers Along Perimeter Arterials**. All Lots adjoining King Avenue shall maintain a 32' wide landscaped green belt inside the Lot line adjacent to King Avenue (this includes the 12' easement area). The lot owners of all lots along the arterials and other roadways shall maintain

their yards as well as the landscape space in the right-of-way up to the back of the curb or edge of paving of the street.

B. **Site Development Standards**.

1. **Access.** Access to all Lots within The Subdivision shall be from internal public and private streets and by Multi-Use Paths. Shared accesses are encouraged.

2. **Parking.** Adequate off-street parking shall be provided by each Lot owner for customers, visitors, and employees. Reciprocal parking arrangements between lots and adjacent uses are encouraged. All off-street parking, access drives, and loading areas shall be paved and properly graded to ensure adequate drainage. All parking lots must be developed with proper integration of landscape and screening elements as provided herein and in the CCRs. The parking requirements for each Lot shall meet the standards of the City of Billings for each use proposed for a Lot, but shall not exceed 110% of the City's minimums. Each Lot owner shall install a permanent bike rack for each building constructed on a Lot.

3. **Off-Site Parking**:

(a) Parking requirements may be satisfied by on-site parking, approved street parking, and off-site parking facilities, or any combination thereof. All uses must provide the required number of parking spaces designated for the use as defined by the current City of Billings Site Development Ordinance, but not more than the maximum number set forth in this PDA (110% of the City minimums). Required parking for buildings or uses located in The Subdivision shall be located within six hundred (600) feet of the building or use, which distance shall be measured along a straight line between the two (2) nearest points of the lots containing the main use and the accessory parking use.

(b) Each off-street parking area shall be accessible by a public right-of-way and/or a private right-of-way and shall be owned or leased by the owner of the building, use, or activity served by such parking area. The term of any such lease shall be for the duration of the time that the building, use, or activity served by such parking area is in existence at such location. Each lease shall be subject to prior review by SVH and the City of Billings, and shall provided that if the right to use the designated off-site parking is for any reason terminated or forfeited prior to cessation of the use of the building, or cessation of the use or activity, SVH and the City shall be immediately advised. In case of such termination or forfeiture, the Lot Owners shall, within ninety (90) days of the termination or forfeiture, present the City and SVH with a plan to cure any parking

shortage within twelve (12) months. All requirements for setbacks, landscaping, signage, and lighting shall apply to off-site parking facilities.

(c) Handicapped accessibility requirements shall be satisfied on site.

4. **Shared Parking**:

(a) SVH and the City of Billings may authorize the joint use of off-street parking areas by nonresidential commercial business, medical-related, and other uses or activities, if the following conditions are met:

i. No more than fifty percent (50%) of the off-street parking spaces required by this PDA for primarily "nighttime uses" may be provided or supplied by a use in the other category, or of the other type (provided for a nighttime use by daytime use, and vice versa) by means of a joint parking lease or agreement.

ii. The building or use for which application is being made to utilize the off-street parking facilities of another building or use shall be located within six hundred (600) feet of such parking facilities, which distance shall be measured along a straight line between the two (2) nearest points of the lots containing the building or primary use and the lot containing the accessory parking use. Safe, lighted, and convenient pedestrian access shall connect the two (2) locations.

iii. The applicant shall show that there is and will be no substantial conflict between the principal operating hours at the two (2) buildings or uses for which joint use of off-street parking facilities is proposed, and shall show that there are and will be no conflicting demands for such parking by the respective employees, customers and clients of the two (2) buildings or uses.

iv. At the time a building permit is applied for, the applicant shall present to SVH and the City of Billings an appropriate and enforceable lease or reciprocal parking agreement, executed by the parties concerned, for their joint use of off-street parking facilities. The term of the lease or agreement shall be for the duration of the time that each use is in existence at its said location. Each such lease or agreement shall provide that all parties thereto shall notify SVH and the City of Billings prior to its termination or dissolution for any reason, and shall provide for developing additional required

parking at the share lot or at different sites for the users of the shared parking if changes occur to the ownership, types of uses, or parking needs, or if other circumstances require parking be provided at the same time and same location for the businesses served.

v. No building permit shall be issued by the City of Billings until such lease or reciprocal parking agreement has first been reviewed by the City and found to meet the requirements of this PDA and to be binding and enforceable. A copy of each such agreement shall be filed with the respective building permit.

vi. Written approval is obtained from SVH.

(b) In case of termination or dissolution of any such lease or reciprocal parking agreement, the Lot Owner shall, within ninety (90) days of the termination or forfeiture, present the City and SVH with a plan to cure any parking shortage within twelve (12) months.

5. **Loading, Storage and Service Areas.** Loading and service areas shall not be permitted in the front of any Lot within The Subdivision and shall be screened from public view from all streets. Proper integration of landscape and screening elements must be provided between loading and service areas and any street or adjoining Lot. All loading and service areas shall be designed so that vehicles may load and unload without having to back up into any public right-of-way. All loading and service areas shall be carefully planned, positioned, and screened from off-site ground-level view and streets. On-site views of loading and service areas shall be minimized as much as possible. Screening elements shall be of landscape materials and may include a landscaped berm and/or similar materials as the building materials. Storage areas shall comply with all applicable building setbacks.

6. **Garbage Collection Areas.** Garbage Collection Areas shall adhere to the following standards:

(a) All outdoor garbage containers and collection areas shall be screened visually with at least a six (6) foot tall enclosure so that outdoor garbage containers and collection areas are not visible from adjacent properties or common areas. No garbage containers or collection areas shall be located between a street and the front of a building, unless otherwise approved in writing by SVH;

(b) Garbage containers and collection areas should be appropriately designed to contain all garbage generated on site and deposited

between collections. Deposited garbage should not be visible from outside the garbage container or collection area;

(c) Refuse collection areas should be located upon the Lot to provide clear and convenient access to refuse collection vehicles and thereby minimize wear and tear to on-site and off-site developments.

7. **Accessory Structures, Fences, and Walls.** Construction shall be according to the following standards:

(a) All fences shall comply with the City of Billings, Montana clear vision standards, in compliance with §27-615 of the Billings, Montana City Code;

(b) No fence or wall shall exceed a height of six (6) feet, except at trash enclosures or as otherwise approved in writing by SVH. Any wall over 6 feet must have a City Building Permit;

(c) No fence or wall shall be constructed between a street and the front of a building, unless otherwise approved in writing by SVH;

(d) Accessory structures, fences, and walls shall be of a character, color, and material to match the adjacent buildings and shall coordinate with the overall architectural scheme of the adjacent buildings and shall be integrated into the landscape of the Lot;

(e) Lot owners within The Subdivision are required to seek SVH's written approval prior to erecting, constructing, or requesting a permit from the City for accessory structures, fences, and walls as set forth herein;

(f) Chain link fencing, or other wire-type fencing, shall not be permitted in The Subdivision.

8. **Snow Storage**. Areas adjacent to parking lots shall be provided for on-site snow storage. The snow storage area shall not be adjacent to the streets. Common storage areas between adjacent lots are encouraged. Landscaping shall be maintained if the storage is not done in the paved parking area. Minimum parking requirements shall not be reduced for snow storage.

9. **Site Lighting Standards.** All outdoor lighting must comply with the Shiloh Corridor Overlay District Zoning, Section 27-1401, et. seq., Billings, Montana Municipal Code.

10. **Exterior Mechanical and Electrical Equipment and Transformers**. All exterior mechanical and electrical equipment and transformers shall be

screened. Screening may consist of plantings, shrubbery, or durable enclosures. Building parapets shall be designed and built so as to screen roof-mounted mechanical and electrical equipment. If a building parapet does not adequately screen roof-mounted mechanical and electrical equipment, an unobtrusive screening devise shall be used. Such screening devise shall coordinate with the overall architectural scheme or the equipment shall be completely enclosed within the structure of the building. Lot owners within The Subdivision are required to seek SVH's written approval prior to erecting or constructing screening devises as set forth herein.

11. **Utilities**. All exterior utilities, including but not limited to, drainage systems, sewers, gas lines, water lines, electrical, telephone, and communication wires and equipment shall be installed and maintained underground. Lot owners within The Subdivision are not required to seek SVH's written approval prior to installing utilities as set forth herein.

C. **Landscape Design Standards.** Every Lot shall be developed in accordance with the Shiloh Corridor Overlay District Zoning, Section 27-1400, et. seq., Billings, Montana Municipal Code, even if a Lot is more than 500 feet from the centerline of Shiloh Road.

1. **Waiver or Variance (Modification) of Minimum Setbacks**. The **minimum** setbacks prescribed in A.3 above may be waived or modified after review of the design for the development of the lot or lots. Any Waiver or Variance must be approved, in writing, by the Review Committee before application may be made to the City Board of Adjustments. Any Waiver or Variance approved by the Review Committee and the City Board of Adjustments must be submitted to the City along with any application for a Building Permit. The criteria for waiver, to be weighed and considered are set forth below. Not all of the following criteria must be satisfied, in the discretion of the Review Committee:

(a) The eight (8) foot utility easement inside the street-side Lot line shall be maintained clear without overhangs, projections, trees, signs, or other improvements obstructing access to it or placed in it;

(b) The design concept for development of a Lot or Lots is master planned for a streetscape urban style with building facades located close to the streets and pedestrian ways;

(c) Landscaping required for buffer yards is located elsewhere upon the Lots);

(d) Pedestrian circulation and access is maintained to interconnect to adjacent properties;

(e) The sightline to the fronts of existing adjacent buildings is not obstructed;

(f) A written approval for waiver is issued by SVH, which may be granted or withheld in the sole and exclusive discretion of SVH;

(g) Written approval from adjacent lot owners or users.

(h) A demonstration of a hardship.

2. **Irrigation.** All **landscaping** must be irrigated with an underground sprinkler system, designed and maintained to provide sufficient water for landscaping growth. Water conservation systems are encouraged.

3. **Loading and Service Areas**. Loading and service areas shall be enclosed either with solid screen walls not to exceed six (6) feet, or landscaping elements planted in such a manner to create a visually opaque screen when mature. The plant material screen must develop 75% of its maturity within three (3) years from the time of planting.

4. **Financial Responsibility.** The **owner** or lessee of any Lot shall have sole financial responsibility for the installation of all landscape improvements within the public right-of-way adjacent to their Lot. The landscaping within the remaining front yard will be installed by each owner or lessee so as to blend with the landscaping installed in the right-of-way.

5. **Damage or Demolition.** Any demolition in the right-of-way of the landscape and irrigations system installed by SVH or The Maintenance Director at vehicular access points or by other construction-related disturbances shall be repaired and restored by the Lot owner as part of the construction efforts in the development of the Lot. The Lot owner shall maintain water flow within any common area irrigation system during construction and re-establish the existing plantings, grading and irrigation system altered during the construction process. Any other existing on-site landscaping disturbed or demolished during repairs, additions, remodels, or other work to a building or site or by disasters must be restored, replanted, or revised to a condition equal to or better than the quality that existed prior to the work or disaster. Like-size trees and shrubs must be used for replacement or existing trees and shrubs shall be relocated.

6. **Landscaping.** Lots shall be landscaped and maintained in a neat, clean, orderly, and healthful condition. Maintenance shall include proper pruning of trees and shrubs, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants when necessary, and the regular watering of all plantings. Required landscaped areas shall be provided with a permanent watering or sprinkling system which shall consist of underground piped water lines terminating in an appropriate number of

sprinklers to insure a sufficient amount of water for plants within the landscaped area.

D. **Flexible Design and Development**.

1. **Determining Setbacks**. The Street side of a Lot shall be deemed to be the Front for the purposes of setbacks. If a Lot fronts two streets, the Lot Owner shall select one of the streets as the front for the purpose of determining setbacks.

2. **Building on Lot Lines**. The Review Committee, in its sole and exclusive discretion, may allow construction of buildings on Lot lines. In such event, the affected Lots must be owned by the same person or entity, and may not be separately conveyed so long as the building remains. In the event that the Review Committee allows construction over a Lot line, no setbacks shall apply to the covered Lot line, and the combined Lots shall be treated as one (1) Lot. Upon the approval of the Review Committee, Restrictive Covenants shall be recorded against the affected Lots to provide that they may not be mortgaged or conveyed separately.

3. **Reciprocal Parking and Landscaping Agreements**. The owner of any Lot in The Subdivision may enter into a reciprocal parking and/or landscaping agreement with the owner of any other Lot in The Subdivision. The purpose of any such agreement shall be to ensure that the two Lots combined meet all of the landscaping and parking requirements specified herein, and in the Shiloh Overlay District Zoning Regulations. With respect to parking, no more than fifty (50) percent of the required parking for primarily "night time uses" may be provided or supplied off-site. The off-site parking must be within six hundred (600) feet as provided herein. With respect to reciprocal landscaping, the affected Lots must be contiguous and must be developed to present a uniform appearance.

4. **Multi-Use Path Easements.** SVH hereby reserves an easement for the Multi-Use Paths along the Lot lines of The Subdivision as shown on the Plat, Exhibit "A" hereto. Multi-Use Paths will be developed over time as The Subdivision develops in order to provide pedestrian and bike access throughout The Subdivision and to St. Vincent Park. Each Lot owner shall be responsible for building the ten (10) foot wide Multi-Use Paths (in the Easement Area reflected on the plat) in the Easement Area appurtenant to each owner's Lot as shown on the Plat, Exhibit "A" at the time of initial construction. The Multi-Use Paths shall be maintained as Common Areas by the Maintenance Director. No building shall be constructed within 20 feet of the Multi-Use Easement. Provided, however, that the Multi-Use Easement may be moved in order to facilitate the development of a Lot or Lots, with the express written consent of SVH, which consent may be granted or withheld in the sole discretion of SVH. SVH hereby grants a

non-exclusive easement for ingress and egress for all Lot Owners, tenants, contractors, employees, agents, patients, customers, licensees, invitees, successors and assigns for pedestrian and bicycle traffic over the Multi-Use Paths within The Subdivision.

5. **Campus Development**. Lots may be developed as a "Campus" with a juxtaposition of buildings of many different functions which encourages and facilitates easy pedestrian circulation, develops an identifying style, and creates a sense of place as a neighborhood environment.

ARTICLE VII - SIGNS

A. **Signage**. Healthcare Purposes signs, as defined by Section 27-706(d) (2) Billings Montana Municipal Code, shall be allowed in The Subdivision as though The Subdivision were a part of the Medical Corridor. All signs, other than Healthcare Purposes signs, shall comply with the Shiloh Corridor Overlay District Zoning, Section 27-1401, et. seq., Billings, Montana Municipal Code.

B. **Hospitals**. Nothing in this PDA shall prohibit or restrict a hospital or clinic from using and/or displaying the types of signage required and/or mandated by any state or federal law or regulation with respect to any Hospital Emergency Room and/or Trauma Center.

C. **Sign Easement Areas**. SVH reserves an easement for Healthcare Purposes Signs, Commercial Signs, Way Finding Signs, and Green Space Signs in the Sign Easement Areas shown on the Plat, Exhibit "A" hereto. SVH reserves an easement, including ingress and egress, to access, service, install, repair, replace, and maintain signs within the Sign Easement Areas shown on the Plat and Exhibit B hereto. Only Healthcare Purposes Signs, Commercial Signs, Way Finding Signs, and Green Space Signs may be place in the Sign Easement Areas identified Exhibit B hereto. SVH may allow or disallow any sign within the Sign Easement Areas in its sole and exclusive discretion. All allowed signs must comply with the Unified Sign Criteria specified in the CCRs for the Subdivision. All Healthcare Purposes Signs must comply with Section 27-706(d) of the Billings Montana Municipal Code. All Commercial Signs must comply with the Shiloh Corridor Overlay District Zoning, Section 27-1401, *et seq.* Billings Montana Municipal Code. The Healthcare Purposes Signs, Commercial Signs, Way Finding Signs and Green Space Signs in the Sign Easement Areas may be Off Premises Signs. These signs may also provide public service information and announcements related to the community, The Subdivision, and the medical services community, and giving identity to The Subdivision in general.

D. **Maintenance of Signs**.

1. Any sign that has been approved or that has been issued a permit shall be maintained by the owner or person in possession of the Lot on which

the sign is located. Maintenance shall be such that the signage continues to conform to the conditions imposed by the sign permit and this PDA.

2. Any damaged sign base shall be repaired within thirty (30) days.

3. Any signage which has been damaged to such extent that it may pose a hazard to a passerby shall be repaired or removed immediately.

E. **Nonconforming Signs**. Nonconforming signs are not permitted. If any sign is erected or installed without proper permits or approvals, it shall be considered nonconforming and shall be removed. All signs which do not conform to these Subdivision sign standards are nonconforming and shall be removed or changed to conform to these Subdivision standards. Any sign not removed within thirty (30) days of notice of nonconformance may be removed by the Maintenance Director and the costs for removal shall be the responsibility of the owner of the **sign**.

F. **Landscaping for Monument Signs**. All monument signs shall be located in a landscaped area. Landscaping should be appropriately sited to ensure that signs are not blocked or obscured by trees or bushes.

G. **Sign Illumination**. Externally illuminated signs shall have low intensity lighting, confined to the sign and positioned and shielded to minimize impacts to the surrounding area(s). Internally illuminated signs shall have low intensity lighting.

H. **Sign Approval**. All signage in The Subdivision is subject to approval by the Review Committee. The Review Committee, in its sole and exclusive discretion, may further limit or condition the use of any sign in The Subdivision that it deems to be inconsistent with the objectives for The Subdivision set forth in this PDA. All signs shall require a Sign Permit from the City, except those signs exempt from City permits under Section 27-701, et. seq. of the Billings, Montana City Code.

ARTICLE VIII - ENFORCEMENT

A. **Right to Enforce.** The terms of this Agreement shall be enforced as provided for in Article 27-1100 of the City Code of Billings, Montana.

B. **Enforcement.** The terms of this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and the Lot owners. The terms of this Agreement may be enforced by the parties hereto, as well as Lot owners.

C. **Abatement and Suit.** If, at any time, SVH or any Lot owner within The Subdivision objects ("the objecting party") to any other Lot owner's performance of its obligations under this Agreement ("the defaulting party"), the objecting party shall have all of its rights and remedies at law or in equity, by statute or

otherwise. All such rights and remedies shall be cumulative. The objecting party shall, in addition to and not in contravention of all other rights and remedies it may have as provided hereinabove, have the right to provide the defaulting party with thirty (30) days' written notice of its objection, specifying the particulars of its objection. If, within thirty (30) days of receipt of such notice, the defaulting party fails or refuses to take action to remedy its performance under this Agreement, the objecting party may perform whatever maintenance, repair, or operation, or other curative action, as needed to remedy the default. The defaulting party shall pay upon demand to the objecting party the costs of such maintenance, repair, or operation, or other curative action, together with interest allowed by law, from the date of disbursement of such costs until paid in full. The objecting party is not responsible for the continued maintenance, repair, or operation of the defaulting party's obligations under this Agreement. The objecting party may also prosecute a proceeding at law or in equity against the defaulting party to enjoin a violation of the terms of this Agreement, to cause said violation to be remedied, or to recover damages for said violation.

ARTICLE IX - GENERAL PROVISIONS

A. **Appointment of Agent**. SVH may, in its sole and exclusive discretion, hire, appoint, or designate an individual or entity to fulfill the duties and obligations of SVH hereunder. Notice of appointment shall be made in writing and shall be recorded in the real estate records of Yellowstone County, Montana, and shall contain the legal description for Subdivision, or any portion thereof, affected by the appointment. Notice of appointment shall also be provided to the City at the address specified herein. Once the notice of appointment has been recorded in the real estate records of Yellowstone County, Montana, SVH shall have no further responsibility or liability for the future performance or non-performance of this Agreement, and the City and all Lot owners shall look exclusively to the appointed person or entity. SVH may, in its sole and exclusive discretion, withdraw an appointment or make an additional appointment by simply recording such notice in the real estate records of Yellowstone County, Montana, and providing a copy of such notice to the City.

B. **Neutral Interpretation**. SVH and the City hereby stipulate and agree that this PDA shall be construed using neutral interpretation, and that this Agreement shall not be construed in favor of any party or against any party.

C. **The PDA Governs**. In the event that there is any conflict between this Planned Development Agreement and other zoning regulations and/or ordinances, the terms and conditions of this Planned Development Agreement shall govern.

D. **Amendment, Modification, and Termination.** This Agreement may not be amended, modified, or terminated, in whole or in part, except with the unanimous written consent of SVH and the City. All amendments and modifications shall be made in accordance with the procedures set forth under the Municipal Code of Billings, Montana.

E. **Notices.** All notices or demands required to be given hereunder shall be in writing and shall be served upon the other party either personally or by registered or certified mail. Service by registered or certified mail shall be conclusively deemed made three (3) days after deposit thereof in the United States Mail, postage prepaid, addressed to the party to whom service is to be given, as hereinafter provided, and the issuance of the registry or certification receipt therefore. All notices or demands to SVH or the City shall be given at the following addresses or such other addresses as SVH or the City may from time to time designate by written notice given to the other party as hereinabove required.

If to SVH:
St. Vincent Healthcare
Attn: President/CEO
1106 North 30th Street
P.O. Box 35200
Billings, Montana 59107-5200

With copies to:
St. Vincent Healthcare Foundation, Inc.
Attn: Executive Director
1106 North 30th Street
P.O. Box 35200
Billings, Montana 59107-5200

If to the City:
City of Billings
Attn: City Clerk
P.O. Box 1178
Billings, Montana 59103

F. **Waiver.** Failure of one party to notify the other party of a default in the manner provided in this Agreement shall not be deemed a waiver of any rights which the non-defaulting party may otherwise have at law or in equity.

G. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

H. **Limitation on Enforcement.** This Agreement is for the benefit of SVH, the City, the Lot owners within The Subdivision, and their heirs, devisees, assigns, and trustees, and may only be enforced by such parties. No other person or entity shall be entitled to claim a breach of this Agreement or to enforce the covenants, conditions, and restrictions contained herein, judicially or otherwise.

I. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lock outs, labor disputes, Acts of God, inability to obtain labor or materials or reasonable substitute therefor, governmental restrictions, terrorist acts, governmental regulations, inclement weather, governmental controls, enemy or hostile government action, civil commotion, fire or other casualty and other causes

beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage. All parties shall use reasonable efforts to overcome whatever may be impeding their performance of any obligation hereunder.

J. **Severability.** Should any provision of this Agreement be or become invalid, void, illegal or unenforceable, it shall be considered separate and severable from this Agreement, and the remaining provisions shall remain in force and be binding upon the parties hereto as though such invalid, void, illegal or unenforceable provision had not been included.

K. **No Partnership.** The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

L. **Captions and Headings.** The paragraph headings used throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

M. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

N. **Construction.** In construing the provisions of this Agreement, whenever the context has required, the use of a gender shall include all other genders, and the use of the singular shall include the plural, and the use of the plural shall include the singular.

O. **Joint and Several Obligations.** In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

P. **Conflict**. It is the intent of the parties to implement the Shiloh Overlay Zoning District Regulations throughout The Subdivision. In the event of any conflict between the express terms of this PDA and the Shiloh Overlay Zoning District Regulations, the express terms and conditions of the PDA shall govern.

Q. **Run with the Land.** The terms and conditions of this Agreement shall run with the land and shall be binding upon and shall inure to the benefit of SVH, the City, the Lot owners, and their heirs, successors, and assigns.

R. **Contact Person**. The Declarant shall designate a contact person who may be contacted with respect to any questions, comments, or concerns. The contact person shall be the Executive Director of St. Vincent Healthcare Foundation, Inc., or his/her designee. At the time of recording, the contact person shall be

Dave Irion, Executive Director, St. Vincent Healthcare Foundation, Inc., P.O. Box 35200, Billings, MT 59107-5200 (telephone (406) 237-3601).

ARTICLE X - NOTICE.

THIS AGREEMENT SHALL SERVE AS NOTICE TO ALL THIRD PARTIES, INCLUDING THOSE PURCHASING OR ACQUIRING AN INTEREST IN ANY OF THE PROPERTY WITHIN THE ST. VINCENT HEALTHCARE SUBDIVISION, OF THE EXPRESS RESTRICTIONS PLACED UPON THE LOTS WITHIN THE ST. VINCENT HEALTHCARE SUBDIVISION, AND SHALL FURTHER SERVE AS NOTICE THAT, SHOULD THE TERMS OF THIS AGREEMENT BE VIOLATED, THE PARTIES TO THIS AGREEMENT MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED HEREIN AND PROVIDED BY LAW AND EQUITY.

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

SISTERS OF CHARITY OF LEAVENWORTH HEALTH CARE SYSTEM, INC.

By: _____
Steve Chyung
Title: Senior Vice President – Stewardship and Transformation, Supply Chain and Real Estate

By: _____
Steve M Loveless
Title: President/CEO of St. Vincent Healthcare, Attorney-in-Fact

AG 3732703
02/27/2015 04:20 PM Pages: 27 of 31 Fees: 217.00
Jeff Martin Clerk & Recorder, Yellowstone MT

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 12th day of FEBRUARY, 2014, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Steve M Loveless, known to me to be the President/CEO for ST. VINCENT HEALTHCARE and agent of The Sisters of Charity of Leavenworth Health System, Inc., and acknowledged to me that he executed the within instrument on behalf of said corporation, as Attorney-in-Fact for the SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC., having first been authorized so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL) CHRISTINE M. BUYSE NOTARY PUBLIC for the State of Montana Residing at Shepherd, Montana My Commission Expires March 01, 2016

Christine M. Buyse
Christine M. Buyse
Printed Name
Notary Public, State of Montana
Residing at Shepherd, MT
My Commission Expires: 3/1/2016

AG 3732703
02/27/2015 04:20 PM Pages: 28 of 31 Fees: 217.00
Jeff Martin Clerk & Recorder, Yellowstone MT

CITY OF BILLINGS, a municipality

By: Nicole Cromwell
Nicole Cromwell, AICP,
Title: Zoning Coordinator

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 25th day of February, 2015, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Nicole Cromwell, AICP, Zoning Coordinator for the CITY OF BILLINGS, and acknowledged to me that she executed the within instrument on behalf of said municipality, having first been authorized so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL) RONDA VUKASIN NOTARIAL SEAL STATE OF MONTANA

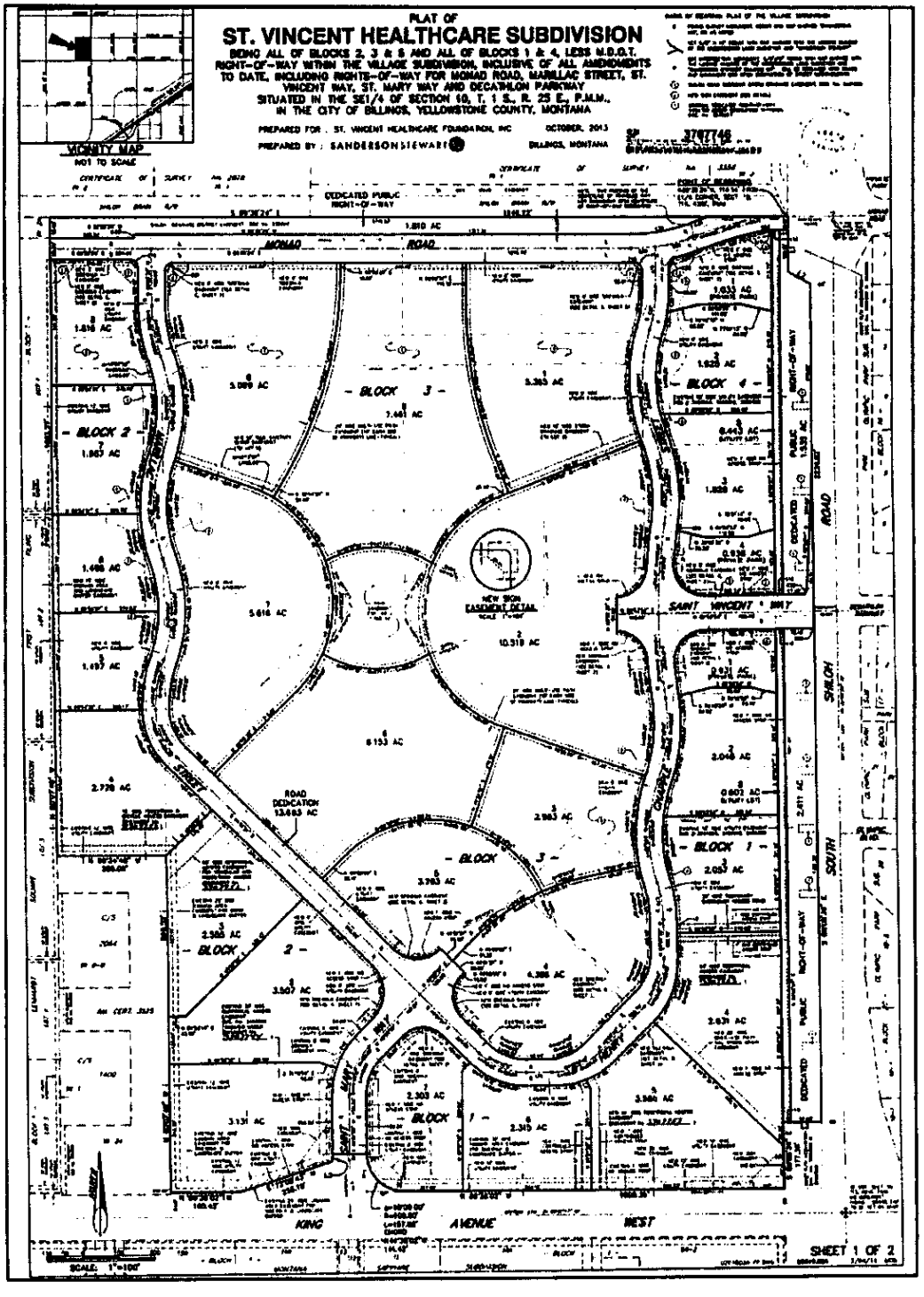
RONDA VUKASIN
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
November 29, 2015

Ronda Vukasin
Ronda Vukasin
Printed Name
Notary Public, State of Montana
Residing at Yellowstone, Mt
My Commission Expires: 11/29/15

4843-1983-9265, v. 1

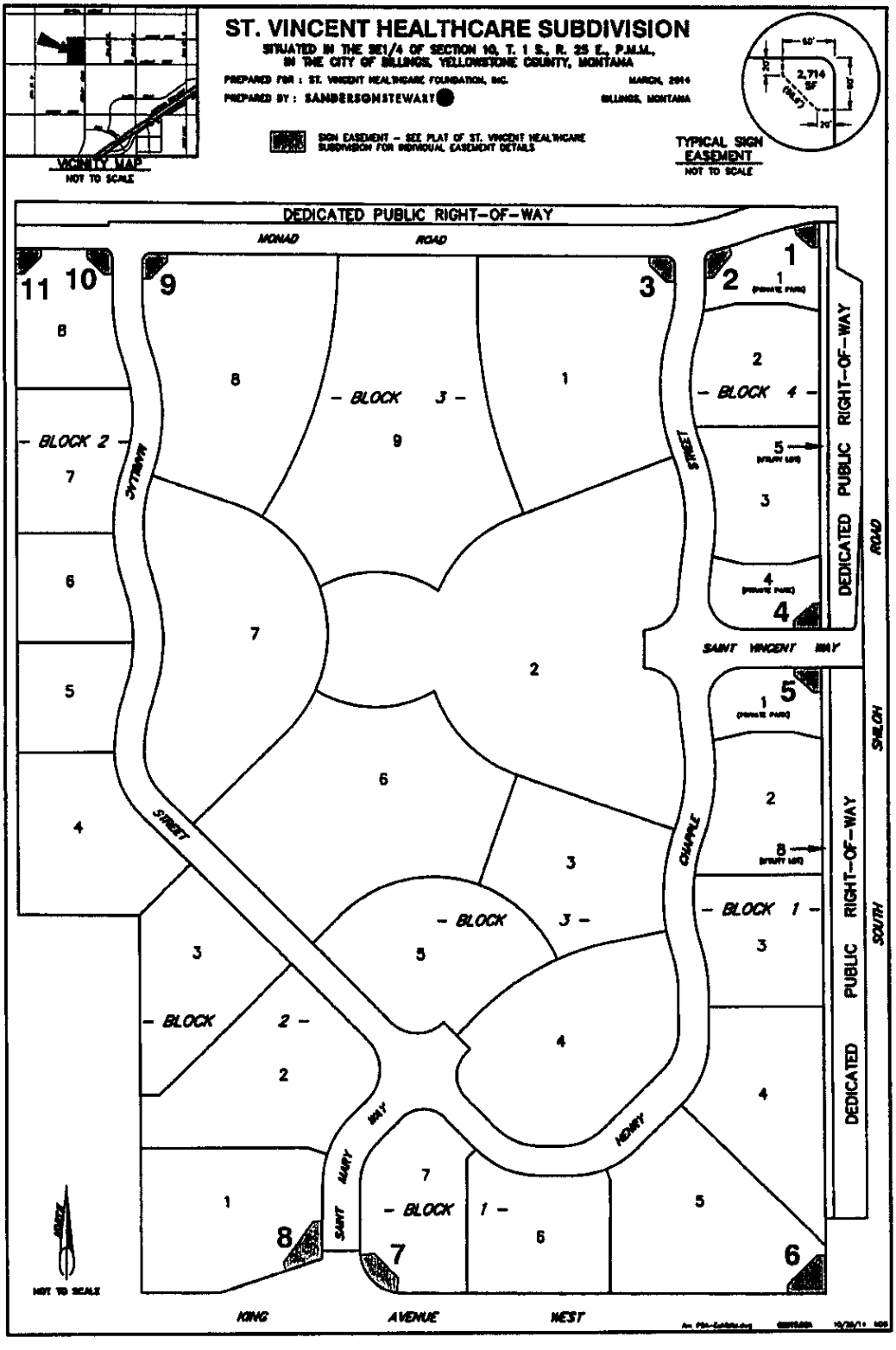
AG 3732703
02/27/2015 04:20 PM Pages: 29 of 31 Fees: 217.00
Jeff Martin Clerk & Recorder, Yellowstone MT

EXHIBIT 'A' - RECORDED PLAT



AG 3732703
02/27/2015 04:20 PM Pages: 30 of 31 Fees: 217.00
Jeff Martin Clerk & Recorder, Yellowstone MT

EXHIBIT 'B' - SIGN EXHIBIT



AG 3732703
02/27/2015 04:20 PM Pages: 31 of 31 Fees: 217.00
Jeff Martin Clerk & Recorder, Yellowstone MT

POWER OF ATTORNEY

I, the undersigned Steve Chyung, Senior Vice President-Stewardship and Transformation, Supply Chain and Real Estate of the Sisters of Charity of Leavenworth Health System, Inc., a Kansas not-for-profit corporation, hereby makes, constitutes, and appoints **STEVE M LOVELESS**, in his capacity as President of St. Vincent Healthcare, my lawful attorney-in-fact for me and in my name and on my behalf to do, execute, perform, accept, and deliver for me as the Senior Vice President-Stewardship and Transformation, Supply Chain and Real Estate of the Sisters of Charity of Leavenworth Health System, Inc., the following documents related to St. Vincent Healthcare Subdivision, located in the City of Billings, Yellowstone County, Montana:

- Consent to Minor Modification of Planned Development Agreement for St. Vincent Healthcare Subdivision.

This Power of Attorney shall be effective as of the date hereof and shall continue in full force until terminated and shall not be effected by my disability.

DATED: October 28, 2014.

Steve Chyung

STATE OF COLORADO)
: ss
County of Denver)

On this 28th day of October, 2014, before me, the undersigned, a Notary Public for the State of Colorado, personally appeared Steve Chyung, known to me to be the Senior Vice President-Stewardship and Transformation, Supply Chain and Real Estate of the Sisters of Charity of Leavenworth Health System, Inc., a Kansas not-for-profit corporation, the corporation executing the within instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, having first been authorized so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(SEAL) HELEN L PATTON Notary Public State of Colorado

Helen L. Patton (signature)
Print Name: Helen L. Patton
Notary Public for the State of Colorado
Residing at 2400 17th Ave, Longmont 80503
My Commission Expires: 9/10/2017

TIEMEIER & STICH, P.C.

1000 East 16th Avenue
Denver, CO 80218
Max S. Stich, Esq.
Direct Dial: 720-473-7524
Email: mstich@tlawpc.com

MEMORANDUM

To: Nicole Cromwell
Zoning Coordinator
2825 3rd Ave. North, 4th Floor
Billings, Montana 57101
Email: CromwellN@billingsmt.gov

From: Max S. Stich, Esq.
Tiemeier & Stich P.C.
1000 East 16th Avenue
Denver, Colorado 80218

cc: John Halverson
Sanderson Stewart
Email: jhalverson@sandersonstewart.com

Kelly Adams, Esq.
Intermountain Health
Email: Kelly.Adams@imail.org

Date: June 30, 2023

Re: Application for Zone Change, PUD, Sisters of Charity of Leavenworth Health System, Inc., 91.34 Acres, 715 Henry Chapple St.

To Whom it May Concern:

This memorandum is being provided in conjunction with the Sisters of Charity of Leavenworth Health System's ("**SCL Health**") Application for Zone Change, which has been submitted by SCL Health through Sanderson/Stewart. A copy of the Application is attached as **Exhibit 1** ("**Application**"). Likewise, a copy of the proposed amendment to the Zone Change is

attached at **Exhibit 2** ("**Proposal**"). This memorandum, at the request of Nicole Cromwell, details the modifications SCL Health requests in the Proposal.

I. The Property

The property in question is approximately 91.34 acres to the West of Shiloh Blvd and North of King Avenue (the "**Property**"). SCL Health recently re-platted most of this Property through an amended plat of the Subdivision, Plat of Amended St. Vincent Healthcare Subdivision, which was recorded on December 21, 2022, in the real property records of Yellowstone County, State of Montana, at reception number 4037363 ("**Amended Plat**"). The Amended Plat is attached hereto as **Exhibit 3.** Based on a series of recent transactions in the Amended Plat, SCL Health has combined and reconfigured a few lots. A comparison of the Amended Plat over the prior plat is attached at **Exhibit 4**.

II. Current Zoning

The Property is currently zoned as a PUD. That is St. Vincent Healthcare Foundation, Inc., a Montana public benefit corporation, as agent for SCL Health, entered into that certain Planned Development Agreement ("**Original PDA**") for the St. Vincent Healthcare Subdivision, dated June 23, 2011, and recorded on June 12, 2014, in the real property records of Yellowstone County, State of Montana, at document number 3707747. The Original PDA was amended by that certain Consent to Minor Modification of Planned Development Agreement for St. Vincent Healthcare Subdivision, dated June 23, 2011, and recorded on November 21, 2014, in the real property records of Yellowstone County, State of Montana, at document number 3724597 ("**First Amendment to PDA**"). The Original PDA and First Amendment to PDA were amended again by that certain Second Consent to Minor Modification of Planned Development Agreement for St. Vincent Healthcare Subdivision, dated January __, 2015 and recorded on February 27, 2015, in

the real property records of Yellowstone County, State of Montana, at document number 3732703 ("**Second Amendment to PDA**") (the Original PDA, First Amendment to the PDA and the Second Amendment to the PDA, are referred to collectively as the "**PDA**.")

3. **Requested Amendment**

There are two primary considerations for the Property. The first is to update the PDA so it matches the Amended Plat. The second is to modernize PDA to replace references to the Shiloh Overlay Corridor District with the current code.

Below is a paragraph-by-paragraph analysis and comparison (if applicable) of each change in the Proposal.

Recitals: The recitals in the Proposal simply set forth the Property and status of the PDA. There is no comparison of these recitals in the PDA.

¶1: General: This paragraph simply states that the Proposal is an amendment to the PDA and that if there are inconsistencies between eh PDA and the Proposal, the Proposal controls. There is no comparison of this paragraph in the PDA.

¶2 Amended Plat: This paragraph describes and details the Amended Plat. In particular, the Proposal removes and replaces prior references to the prior plats with the Amended Plat.

For example, ¶2.B – updates the locations of the Sign Easements. Note that the physical location of the sign easements is similar; the Proposal just uses the Amended PDA to show the sign easement locations.

Next, ¶2.C updates the definition of Campus based on the Amended Plat. In the PDA, the Campus was defined as:

> E. **The Campus**. "The Campus" means Block 2, Lots 1-8; Block 3, Lots 1-9; and Block 4, Lots 2 and 3. The Campus is intended to be a collegiate-like arrangement of buildings, open space, parking areas and landscaping in which the buildings are interconnected with walkways and open, landscaped space, and surface parking is screened at its perimeter by landscaping or an arrangement of buildings. The Campus is intended to be a juxtaposition of buildings of many different functions which encourages and facilitates easy pedestrian circulation, develops an identifying style, and creates a sense of place as a neighborhood environment. There shall be paved access to all structures, through public and/or private rights-of-way in order to insure access, including but not limited to Fire Department access.

The Proposal modernizes the term Campus, based on the Amended Plat, and provides:

Campus. The term "**Campus**," as defined in the PDA, shall be amended based on the Amended Plat to mean:

i. Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 2A, 11, and 12.
ii. Block 3, Lots 1, 1A, 2, 3, 4, 5, 6, 8, 9, 10, 11, and 12.
iii. Block 4: Lots 2, 3, 2A-2, 3A, and 4.

Next, ¶2.D, updates the term Commercial Neighborhood based on the Amended Plat. That is, in the PDA, Commercial Neighborhood is defined as:

F. **The Commercial Neighborhood**. "The Commercial Neighborhood" means Block 1, Lots 2-7.

Based on the Amended Plat, the Proposal redefines the Commercial Neighborhood as

The Commercial Neighborhood. The term "**Commercial Neighborhood**," as defined in the PDA, shall be amended based on the Amended Plat to mean:

iv. Block 1: Lots 2A, 3A-1, 4A, 4B, 5A, 6A-1, 6A-2, and 6A-3.

Next, in ¶2.E, the Proposal updates the "St Vincent Park." That is in the PDA, St. Vincent Park was defined as

J. **St. Vincent Park**. "St. Vincent Park" shall be a private park space developed and maintained by the Maintenance Director, at no cost to the City of Billings. St. Vincent Park shall be an area of approximately 1.76 acres located in Lot 2, Block 3, of St. Vincent Healthcare Subdivision.

The Proposal updates this definition based on the Amended Plat, as follows:

St. Vincent Park. The term "**St. Vincent Park,**" as defined in the PDA, shall be amended based on the Amended Plat to mean approximately 2.771 acres located in Lot 7, Block 3, as depicted on the Amended Plat.

Next, ¶2.F of the Proposal updates all references to the Shiloh Overlay District and replaces these references with CMU-2 Zoning and NX 2 Zoning. As stated above, this request is to modernize the zoning on the Property since the City of Billings has adopted a new code. There is no comparison of this, as the idea is to change all of the references to the Shiloh Overlay District to the new code.

In ¶3 of the Proposal, SCL Health adds five additional prohibited uses. That is the PDA currently has 33 prohibited uses. SCL Health desire to add the following as prohibited uses:

> 34. **Marijuana**. The sale, growing or manufacturing of any product or by-product of the marijuana plant.
>
> 35. **Body Painting or body piercing salons**.
>
> 36. **Dry cleaning plants or public Laundromats** (provided this shall not apply to nominal supportive facilities for on-site service-oriented pickup and delivery by the ultimate consumer and other incidental non-dry cleaning services that are not self-service).
>
> 37. **Manufactured housing**.
>
> 38. **Chain Link Fencing** (provided this shall not apply to temporary or mobile chain link fencing used (a) during any construction activities or (b) for outdoor events, where the public needs to be separated from an event).

Next, ¶4 updates the notice address for SCL Health and St. Vincent Healthcare. That is, in the PDA, the notice addresses are

If to SVH:	St. Vincent Healthcare Attn: President/CEO 1106 North 30th Street P.O. Box 35200 Billings, Montana 59107-5200
With copies to:	St. Vincent Healthcare Foundation, Inc. Attn: Executive Director 1106 North 30th Street P.O. Box 35200 Billings, Montana 59107-5200

¶4 updates these addresses to:

If to SCL Health:	500 Eldorado Blvd., Ste. 4300 Broomfield, Colorado 80021 Attn: Legal Department
With a copy to:	St. Vincent Healthcare Attn: Business Development 1106 North 30th Street

Billings, MT, 59107-5200

Lastly, ¶5 are the "boilerplate" provisions, which are included in the PDA. For example,

- ¶5.A in the Proposal is identical to Article X of the PDA.
- ¶5.B is Article XI.B of the PDA.
- ¶5.C is Article XI.C of the PDA
- ¶5.D is Article XI.D of the PDA
- ¶5.E is Article XI.F of the PDA
- ¶5.F is Article XI.G of the PDA
- ¶5.G is Article XI.H of the PDA.
- ¶5.H is Article XI.J of the PDA.
- ¶5.I is Article XI.K of the PDA
- ¶5.J is Article XI.L of the PDA
- ¶5.K is Article XI.M of the PDA
- ¶5.L is Article XI.N of the PDA
- ¶5.M is Article XI.O of the PDA.
- ¶5.N is Article XI.P of the PDA
- ¶5.O is Article XI.Q of the PDA.

Exhibit 1

Zone Change Application

See attached

Exhibit 2

Proposal

See attached

Exhibit 3

Amended Plat

See attached

Exhibit 4

Amended Plat Comparison

See attached

St Vincent Healthcare Subdivision
St Vincent Healthcare Subdivision 2nd Filing

Planned Development Agreement (PDA) Zone Change Amendment modifying certain Land Uses, and updating certain development standards to comply with updated and revised Guidance and Code Documents

Statement of Proposal

Sisters of Charity Leavenworth, in association with St. Vincent Healthcare, as representative of the owners of St Vincent Healthcare Subdivision, are seeking a PDA
Zone Change Amendment for the entire St Vincent Healthcare Subdivision, generally located at the northeast corner of King Ave. and Shiloh Rd. The property is approximately 104 acres.

Responses to Questions in Zoning Application

a. In what ways is your proposal consistent with the statutory criteria, guidelines, and policies of the adopted Growth Policy?

The Growth Policy states:

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 PDA amendment replaces references to the Shiloh Corridor Overlay with references to the new zoning code, which was written and adopted to be consistent with this growth policy.

The PDA amendment also introduces language stipulating that residential development within the subdivision adhere to the standards of the city's NX2 (Mixed Residential 2) zone, consistent with the character of existing residential development surrounding the St. Vincent Healthcare Subdivision.

Essential Investments (Relating Public and Private Expenditures to Public Values)

- ***Neighborhoods that are safe and attractive and provide essential services are much desired.***

  Yes. The language of the PDA amendment replaces references to the Shiloh Corridor Overlay with references to the recently-adopted zoning code which will ensure that development and landscaping is attractive, safe, and consistent with the latest code. The

proposed amendment also specifies that residential development within the subdivision will be consistent with the city's NX2 zone, providing the opportunity for further residential development near commercial and other services in the King and Shiloh area.

- ***Landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors***

  The St Vincent Healthcare Subdivision has developed with high standards for its landscape areas. Updating its references to the Shiloh Corridor Overlay to refer to the updated code for the CMU2 and NX2 zones will ensure that future development is consistent with the high standards set forth in the updated zoning code, that its landscape areas continue to be visually appealing, and that the PDA text is easy to interpret.

Community Fabric (Attractive, Aesthetically Pleasing, Uniquely Billings)

- ***Developed landscape areas in commercial areas encourage more pedestrian activity and vibrant commercial activity.***

  Yes. The St Vincent Healthcare Subdivision includes several parks including an approximately 2.7-acre park at its center, and the Ann Ross Green Space, featuring a multi-use trail running along the Shiloh Rd. right of way.

- ***Attractive streetscapes provide a pleasant and calming travel experience in urban and suburban neighborhoods.***

  Yes. All rights of way within the subdivision have been, and will be developed in accordance with Billings landscaping code, and Billings subdivision regulations.

Strong Neighborhoods (Livable, Safe, Social and Resilient Neighborhoods)

- ***Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels.***

  The residential uses allowed on lots 1-8 of Block 2 will develop in conformance with the standards of the CMU2 and NX2 zones, thereby providing the kind of housing that is attainable for Billings' workforce.

- ***Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction.***

  The St Vincent Healthcare Subdivision provides many of the destinations which this statement desires such as Rocky Vista Medical School, and several other employment

and commercial destinations. The residential neighborhoods surrounding the subdivision and the residential uses allowed in the subdivision also contribute to a walkable neighborhood character.

Home Base (healthy, safe and diverse housing options)

- ***A mix of housing types that meet the needs of a diverse population is important.***

  By including NX2 and CMU2 zoning standards on Lots 1-8 of Block 2, this amendment allows a range of residential structure types from 2-8-plex residences. The CMU2 zone allows for mixed use structures with commercial on the ground floor and residential uses above. Introducing such uses into the subdivision will contribute to the vitality of the neighborhood and provide housing types which are more naturally affordable to more diverse populations.

- ***Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.***

  This PDA amendment updates the plat exhibit to the most recently filed plat, which includes numerous internal multi-use path easements. The subdivision's streets will also be developed to city standards to include boulevard sidewalks throughout.

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.***

  The subdivision is served by a fixed MET transit route which will provide transportation choice for future residents in the subdivision in accessing their daily transportation needs.

Prosperity (Promoting Equal Opportunity and Economic Advancement)

- ***A diversity of available jobs can ensure a strong Billings economy.***

  The St Vincent Healthcare Subdivision continues to host a broad diversity of employment opportunities from medical professional services like dentistry, to banking, to lower-skill forms of employment like retail at REI. The subdivision also contributes to the local employee pool by hosting Rocky Vista Medical School. The proposed amendments will make the PDA easier to interpret and promote further commercial development that will contribute to the diversity of employment opportunities in Billings.

The 10 Zone Change Criteria:

- ***Whether the new zoning is designed in accordance with the Growth Policy.***

  Yes, the amendments to the Planned Development Agreement of St Vincent Healthcare Subdivision consistent with the Growth Policy statements and guidelines on previous pages.

- ***Whether the new zoning is designed to secure from fire and other dangers.***

  Yes, The subdivision is serviced by City fire and police services and, if re-developed, will be designed in accordance with City of Billings rules and regulations thus assuring protection from common dangers.

- ***Whether the new zoning will promote public health, public safety and general welfare.***

  Yes. Any uses within the St Vincent Healthcare Subdivision are subject to City of Billings building codes, and the utility and surface infrastructure will be constructed in accordance with City of Billings rules and regulations assuring compliance to this criterion.

- ***Whether the new zoning will facilitate the adequate provision of transportation, water sewerage, schools, parks and other public requirements.***

  Yes, the proposed amendments to the PDA will simplify and bring the PDA more in-line with the City of Billings zoning code.

- ***Whether the new zoning will provide adequate light and air.***

  Yes. All current and future development in the St Vincent Healthcare Subdivision is constructed in accordance with City of Billings rules and regulations and therefore meets this requirement.

- ***Whether the new zoning will affect motorized and nonmotorized transportation.***

  Yes. To the extent that the proposed amendments encourage further development in the subdivision, they will promote development in an area of town that hosts a diversity of land uses within close proximity of one another. This will encourage higher rates of non-motorized transportation.

- ***Whether the new zoning will promote compatible urban growth.***

  Yes, the proposed amendments to the PDA will bring the text of the PDA more in-line with current zoning regulations. The amendments also call for development consistent with CMU2 and NX2 zones on Block 2 Lots 1-8, which is compatible with existing surrounding uses.

- ***Whether the new zoning considers the character of the district and the peculiar suitability of the property for the particular use.***

  Yes. The development envisioned in the PDA and encouraged through the proposed amendments is consistent with both residential and commercial uses in the area surrounding the intersection of King Ave. and Shiloh Rd.

- ***Whether the new zoning will conserve the value of buildings.***

  Yes. The proposed amendments to the PDA will continue the character of development that has already occurred within the subdivision and will facilitate further development under the updated zoning code through compatible uses that will conserve the value of existing buildings.

- ***Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings.***

  Yes. The proposed amendments will streamline the regulations that apply within the St Vincent Healthcare Subdivision, thus encouraging development on the currently vacant lots within the subdivision. Further development will contribute to the node of development occurring around the intersection of Shiloh Road, and King Avenue.

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APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #_____ - Project #_____**

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning PUD

Proposed Zoning: PUD

TAX ID# Exhibit A CITY ELECTION WARD 5

Legal Description of Property: Exhibit B

Address or General Location (If unknown, contact City Engineering): 715 HENRY CHAPPLE ST

Size of Parcel (Area & Dimensions): **Combined Area:** 91.34 Acres **Dims:** Approx 2,600' x 1,900'

Present Land-Use: Commercial, Office, Residential

Proposed Land-Use: Commercial, Office, Residential

Covenants or Deed Restrictions on Property: Yes X No_____

If yes, please attach to application

*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): Sisters of Charity of Leavenworth
(Recorded Owner)
Attn Lease Administration, 500 Eldorado Blvd Ste 4300, Broomfield, CO 80021
(Address)
303-813-5454 Kelly Adams <Kelly.Adams@imail.org
(Phone Number) (email)

Agent(s): John Halverson
(Name)
1300 N Transtech Way, Billings, MT 59102
(Address)
406-869-3311 jhalverson@sandersonstewart.com
(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: DocuSigned by: Mark Korth 037169B073C84D4... Date: 6/28/2023
(Recorded Owner) Mark Korth, President

Date Stamp

DocuSign Envelope ID: 69AE920C-95B3-472C-A1BB-42B6F48F7C7A

Exhibit A

Block	Lot	TaxID	Acres
1	1	A31914	0.93
1	2A	A31915	1
1	3A-1	A31917	1.99
1	4A	A31917A	1.12
1	4B	A31918	2.83
1	5A	A31919	3.59
1	6A1	A31920	1.32
1	6A2	A31920A	1.41
1	6A3	A31920B	1.89
2	1	A37671	1.17
2	2	A37672	1.05
2	3	A37673	1
2	4	A37674	1
2	5	A37675	1
2	6	A37676	1
2	7	A37677	1
2	8	A37678	2.23
2	9	A37679	2.54
2	10	A37680	2.04
2	11	A37681	1.22
2	12	A37682	1.27
2	2A	A31924	2.11
3	1A	A31930	12.88
3	1	A37683	1.76
3	2	A31931	5.72
3	3	A37684	4.72
3	4	A37685	2.54
3	5	A37686	2.69
3	6	A37687	2.61
3	7	A37688	2.8
3	8	A37689	2.52
3	9	A37690	2.49
3	10	A37691	2.62
3	11	A37692	2.09
3	12	A37693	5.55
4	1	A31945	0.57
4	2	A37694	1.05
4	3	A37695	1.33
4	2A2	A31946	0.95
4	3A	A35421M	0.8
4	4	A35422	0.94

Total	91.34

DocuSign Envelope ID: 69AE920C-95B3-472C-A1BB-42B6F48F7C7A

Exhibit B

Parcel Description:

Lot 1, Block 1 & Lot 4, Block 4 of St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on June 12, 2014, under Document No. 3707746;

and

Lots 2A, Block 1 of Amended Plat of Lots 2 & 3, Block 1, St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on March 23, 2017, under Document No. 3808971;

and

Lots 2A, Block 2 of Amended Plat of Lots 1 & 2, Block 2, St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on April 6, 2018, under Document No. 3845745;

and

Lots 3A-1, 4A, 4B, & 5A, Block 1 of Amended Plat of Lots 3A, 4, 5, 6, & 7, Block 1, St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on August 2, 2019, under Document No. 3890847;

and

Lot 3A, Block 4 of Amended Plat of Lots 2 & 3, Block 4, St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on November 24, 2020, under Document No. 3948936;

and

Lot 1A, Block 3 of Amended Plat of Lots 1 & 9, Block 3, St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on September 22, 2021, under Document No. 3990958;

and

Lots 2A-2, Block 4 of Amended Plat of Lot 2A of Amended Plat of Lots 2 & 3, Block 4, St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on May 18, 2022, under Document No. 4017536;

and

Lots 6A-1, 6A-2, & 6A-3, Block 1of Amended Plat of Lot 6A of Amended Plat of Lots 3A, 4, 5, 6, & 7, Block 1, St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on May 18, 2022, under Document No. 4017538;

DocuSign Envelope ID: 69AE920C-95B3-472C-A1BB-42B6F48F7C7A

Exhibit B cont'd

and

Lots 1-12 of Block 2, Lots 1-12 of Block 3, and Lots 1-3 of Block 4 in St. Vincent Healthcare Subdivision, Second Filing, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on December 21, 2022, under Document No. 4037363;

DocuSign Envelope ID: 69AE920C-95B3-472C-A1BB-42B6F48F7C7A

Pre-Application Statement of Owner(s) or Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. **Present Zoning**: PUD

2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

This Zone Change includes minor changes to the subdivision's PDA to update, simplify, and make the PDA more consistent with the updated zoning code.

3. **Subject Property Map**: please attach to this form Exhibit A

4. **Legal Description of Property**:

Exhibit B

5. **Neighborhood Task Force Area**: Yes /// No . If Yes, Name of Task Force and mailing address of Chairperson:

Steve Zeier, steve@trinityremt.com

6. **Roster of persons who attended the pre-application neighborhood meeting**: please attach to this form Exhibit C

7. **A copy of the meeting notice.** please attach to this form Exhibit D

8. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form Exhibit E

9. **The undersigned affirm the following:**

1) The pre-application neighborhood meeting was held on the ____, day of _____, 20__.

2) The zone change application is based on materials presented at the meeting.

Owner (s): Mark Korth, President Telephone: 303-813-5454

Address: Attn: Lease Administration 500 Eldorado Blvd., Ste 4300 Broomfield, CO Email: Kelly.Adams@imail.org

DocuSigned by: Mark Korth

Agent (s): John Halverson Telephone: 406-869-3311

Address: 1300 N Transtech Way, Billings, MT 59102 Email: jhalverson@sandersonstewart.com

DocuSign Envelope ID: 69AE920C-95B3-472C-A1BB-42B6F48F7C7A

EXHIBIT A

ESTABLISHED ZONING

WITHIN

ST. VINCENT HEALTHCARE SUBDIVISION

PREPARED FOR : SCL HEALTH–MONTANA

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA JUNE, 2023

NORTH

250 0 250 500

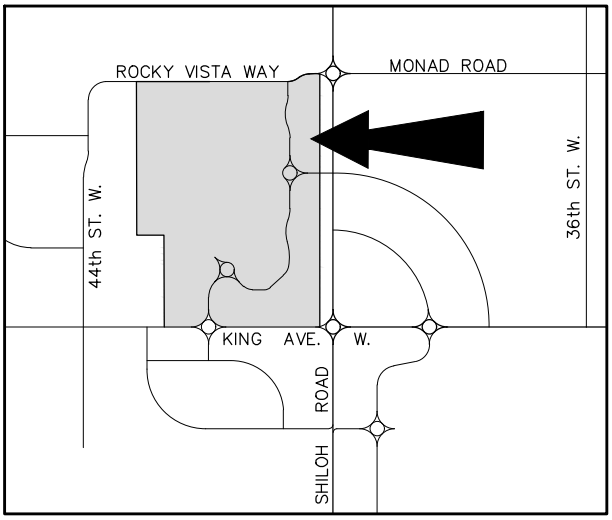
SCALE:1" = 500'

LEGEND

CAMPUS & CMU2/NX2

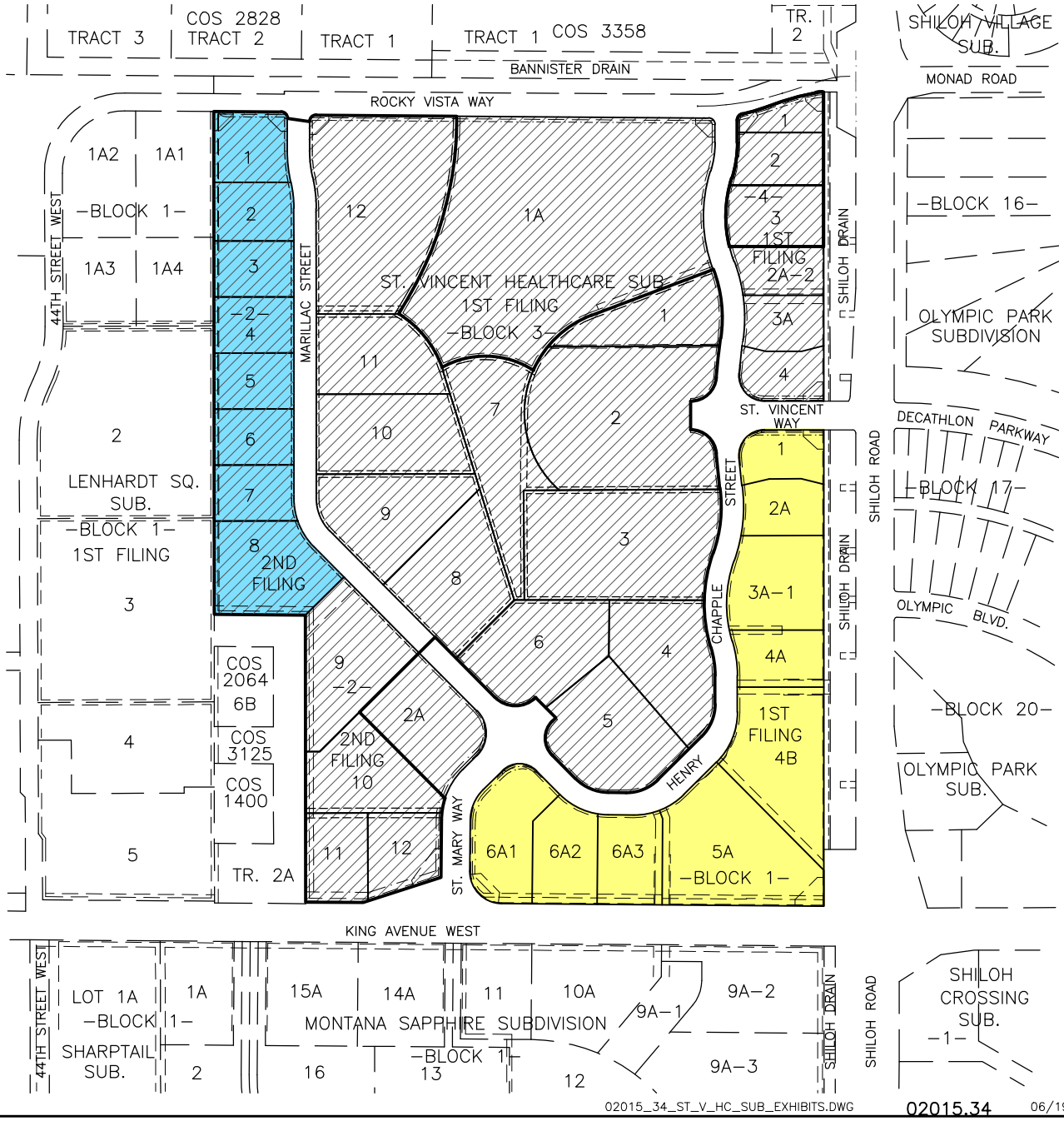
CAMPUS

COMMERCIAL NEIGHBORHOOD



VICINITY MAP

NOT TO SCALE



02015_34_ST_V_HC_SUB_EXHIBITS.DWG 02015.34 06/19/23 BG

DocuSign Envelope ID: 69AE920C-95B3-472C-A1BB-42B6F48F7C7A

Exhibit B

Parcel Description:

Lot 1, Block 1 & Lot 4, Block 4 of St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on June 12, 2014, under Document No. 3707746;

and

Lots 2A, Block 1 of Amended Plat of Lots 2 & 3, Block 1, St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on March 23, 2017, under Document No. 3808971;

and

Lots 2A, Block 2 of Amended Plat of Lots 1 & 2, Block 2, St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on April 6, 2018, under Document No. 3845745;

and

Lots 3A-1, 4A, 4B, & 5A, Block 1 of Amended Plat of Lots 3A, 4, 5, 6, & 7, Block 1, St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on August 2, 2019, under Document No. 3890847;

and

Lot 3A, Block 4 of Amended Plat of Lots 2 & 3, Block 4, St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on November 24, 2020, under Document No. 3948936;

and

Lot 1A, Block 3 of Amended Plat of Lots 1 & 9, Block 3, St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on September 22, 2021, under Document No. 3990958;

and

Lots 2A-2, Block 4 of Amended Plat of Lot 2A of Amended Plat of Lots 2 & 3, Block 4, St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on May 18, 2022, under Document No. 4017536;

and

Lots 6A-1, 6A-2, & 6A-3, Block 1of Amended Plat of Lot 6A of Amended Plat of Lots 3A, 4, 5, 6, & 7, Block 1, St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on May 18, 2022, under Document No. 4017538;

DocuSign Envelope ID: 69AE920C-95B3-472C-A1BB-42B6F48F7C7A

Exhibit B

and

Lots 1-12 of Block 2, Lots 1-12 of Block 3, and Lots 1-3 of Block 4 in St. Vincent Healthcare Subdivision, Second Filing, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, filed on December 21, 2022, under Document No. 4037363;

PRE-CONSTRUCTION MEETING
ATTENDANCE SIGN-IN SHEET

Date: 06/26/23 **Time:** 5:30 PM

Project: St Vincent Healthcare Sub PDA Amend **Project No.:** 02015.34

Meeting Location: 1300 N Transtech Way

Name and Title: (Please Print)	Representing:	Phone Numbers Office	Mobile	Email Address
Tara Rein			406-591-7622	tjinnet@gmail.com
Ben Cichon	self		406-698-9346	
Jon Rehberg	Fenhardt Agency		406-698-7735	jon@hyskykmg.com

Exhibit D

SANDERSON STEWART

Billings
Bozeman
Fort Collins

June 15, 2023

Reference: Notice of Pre-Application Neighborhood Meeting for
Zone Change/Planned Development Agreement Amendment
St. Vincent Healthcare Subdivision

Dear Neighbors:

You are receiving this letter because the City of Billings requires a pre-application neighborhood meeting for any zone change request on property located within the City. By City Code, the surrounding property owners within one-quarter mile are notified of this meeting so you can ask questions of the materials described in this letter. This is not your last time to comment on this proposal, as you will be notified of future public hearings by the Zoning Commission and City Council when they are scheduled.

The request for this property involves an amendment to the Planned Development Agreement (PDA) which regulates development within the St Vincent Healthcare Subdivision and all parcels therein. Per city code, amendments to the PDA are processed as a Zone Change. Generally, the amendment will update the plat and Sign Easements exhibits (Exhibits A and B) to reflect recent changes, remove outdated code references, and update the list of prohibited uses to include such uses as marijuana and dry cleaning. The amendment also changes the definition of the terms "campus," and "commercial neighborhood" to apply to certain lots and allow certain residential uses (Exhibit A).

The Neighborhood Pre-Application Meeting will be held on **Monday, June 26, 2023, at 5:30 PM.** This meeting will be held in-person at the office of Sanderson Stewart located at 1300 N Transtech Way, Billings, MT 59102. You may also receive log in credentials so that you can join remotely via Teams. If you plan on attending or would like the log in information, please email John Halverson at jhalverson@sandersonstewart.com so that we can verify accommodations for the in-person meeting and have a list of attendees that will be joining via Teams.

Please plan on attending this Neighborhood Pre-Application meeting if you have comments or questions regarding the proposed Zone Change/PDA Amendment. If you have immediate questions or cannot attend the meeting, please contact me at (406) 869-3311 or via my email at jhalverson@sandersonstewart.com

Respectfully,

John Halverson, LEED AP, Planner

JDH/vp
Enc.
c: Nicole Cromwell, Zoning Coordinator / Code Enforcement Supervisor, City of Billings
Max Stitch

EXHIBIT A

ESTABLISHED ZONING

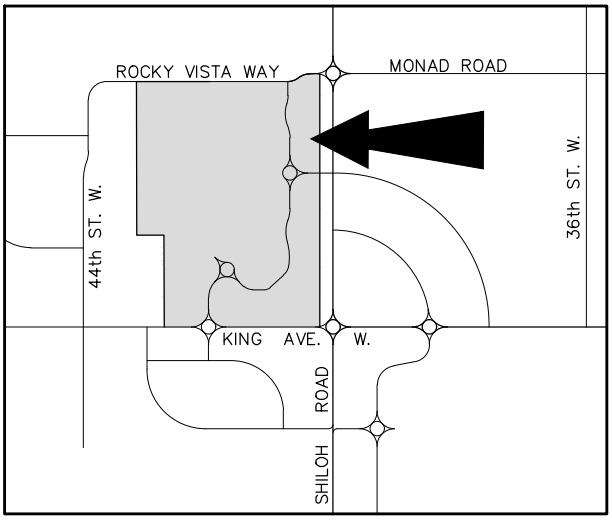
WITHIN

ST. VINCENT HEALTHCARE SUBDIVISION

PREPARED FOR : SCL HEALTH–MONTANA

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA JUNE, 2023



NORTH

250 0 250 500

SCALE:1" = 500'

LEGEND

CAMPUS & CMU2/NX2

CAMPUS

COMMERCIAL NEIGHBORHOOD

VICINITY MAP

NOT TO SCALE

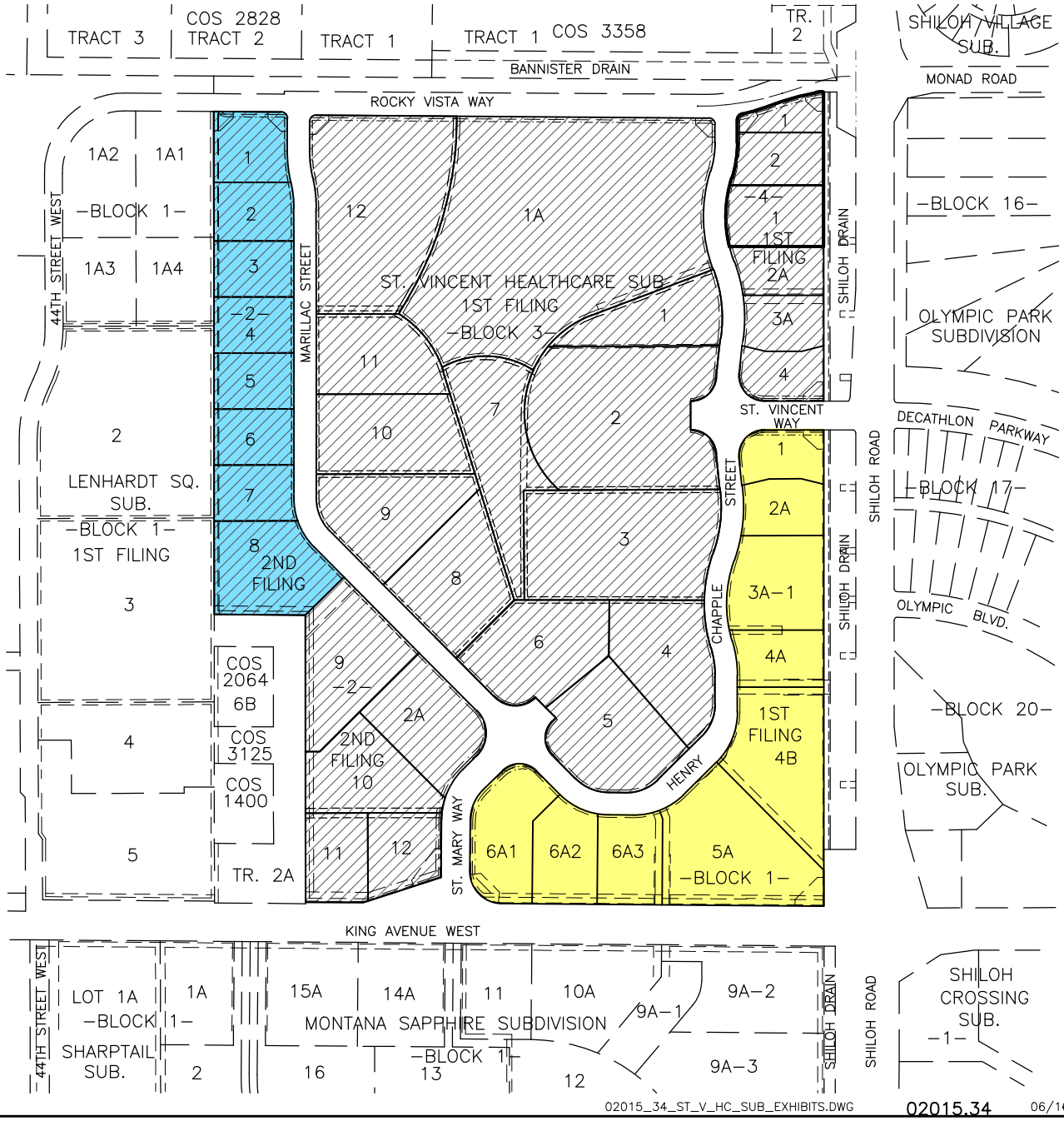


EXHIBIT B

SIGN EASEMENTS

WITHIN

ST. VINCENT HEALTHCARE SUBDIVISION

PREPARED FOR : SCL HEALTH–MONTANA

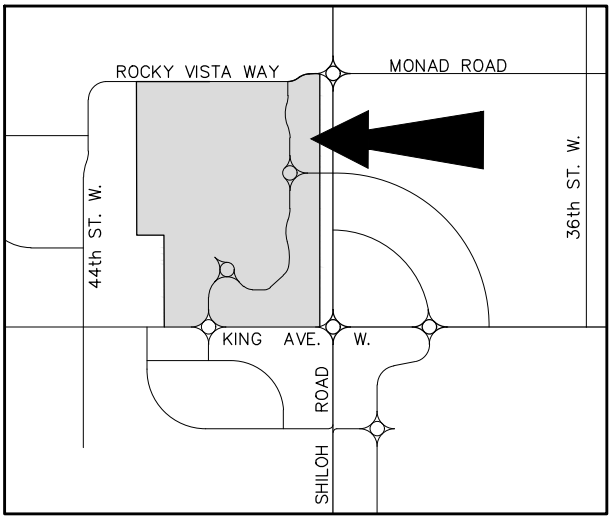
PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA JUNE, 2023

NORTH

250 0 250 500

SCALE:1" = 500'



LEGEND

SIGN EASEMENTS

VICINITY MAP

NOT TO SCALE

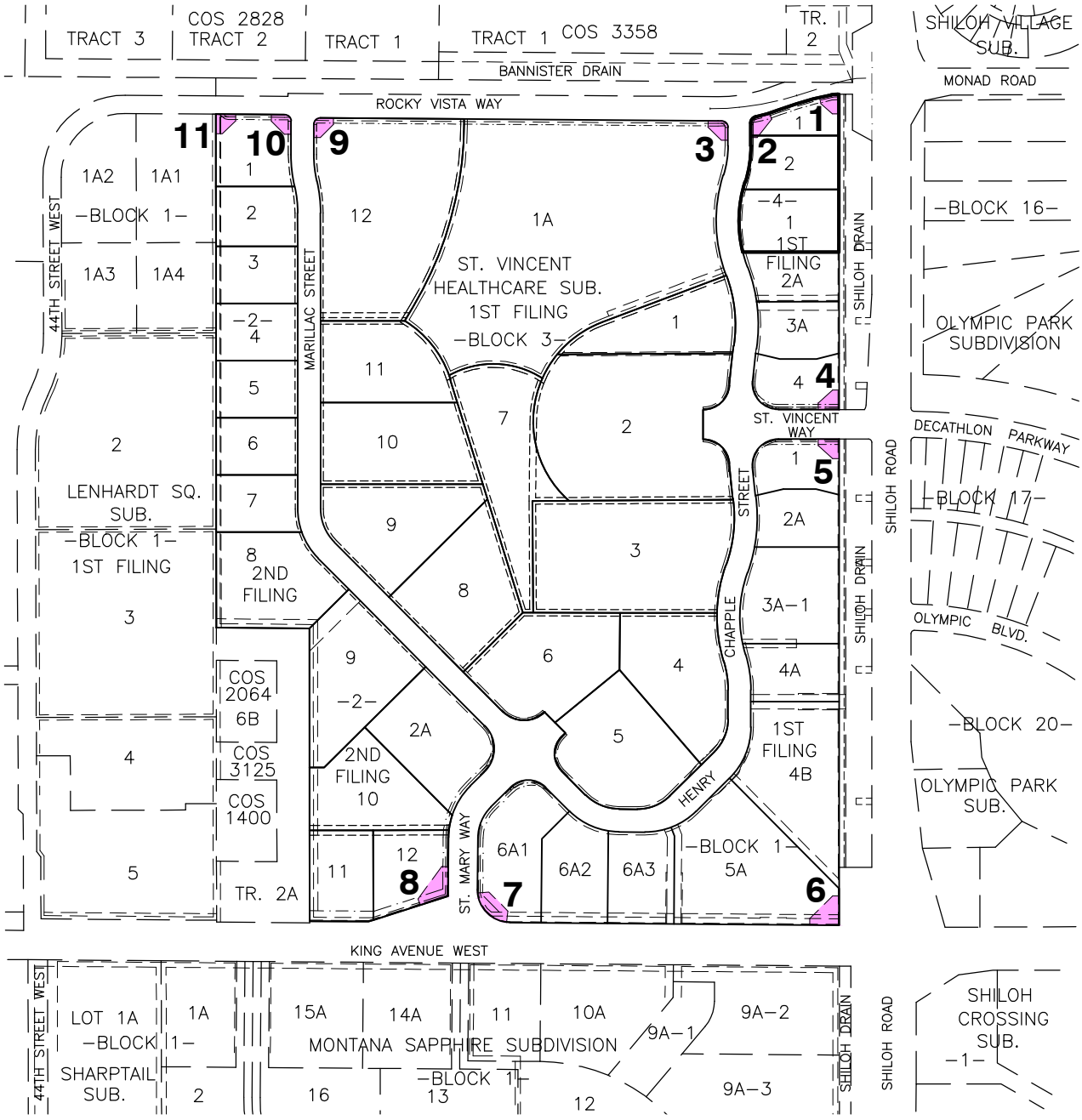


Exhibit E

MEETING MINUTES

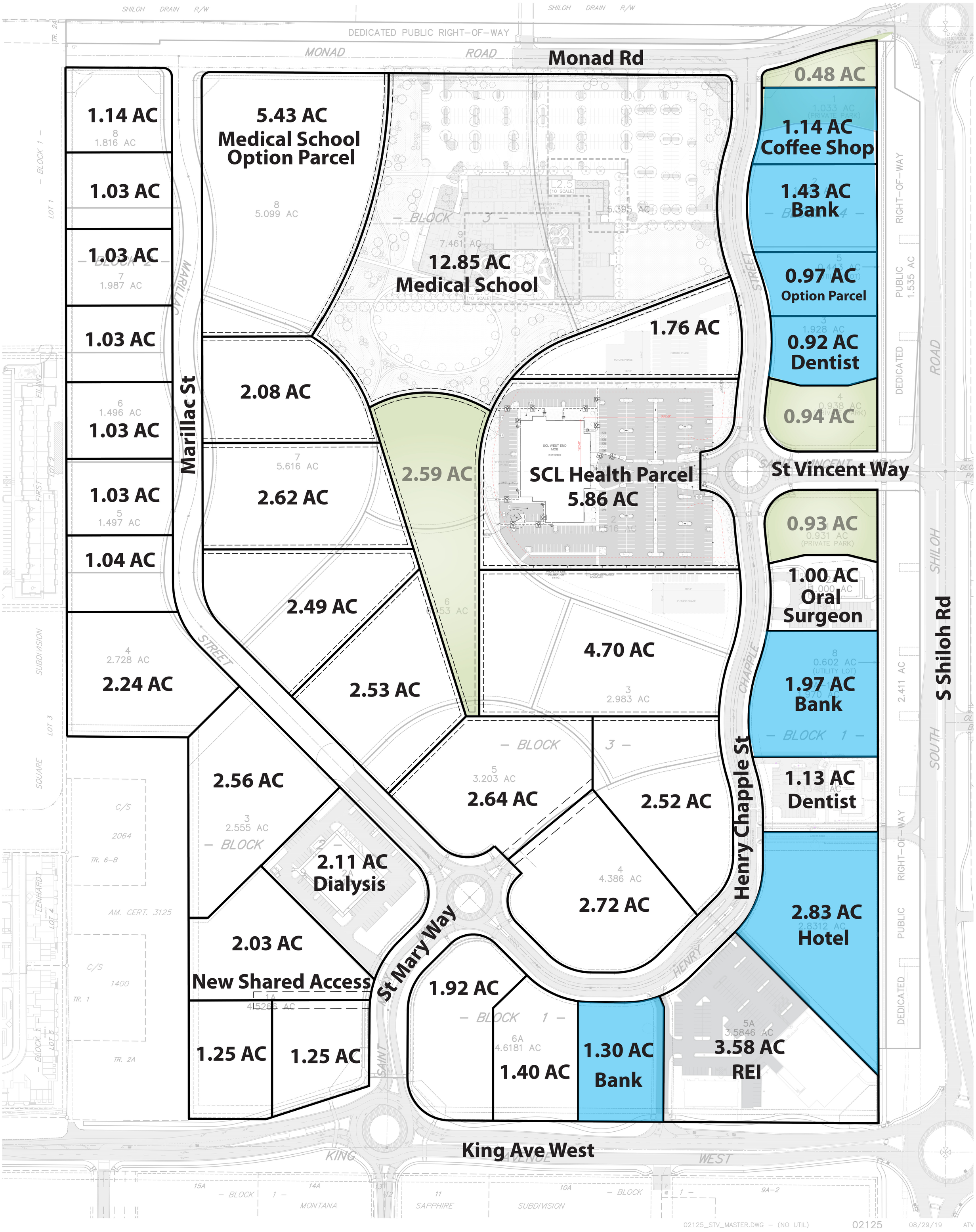
PROJECT: Mack Annexation & Zone Change			
Project No: 02015.34			
Meeting Location: Sanderson Stewart Offices 1300 N Transtech Way Billings MT 59102		Meeting Date: 06/26/23 5:30 PM	
Meeting Subject: Zone Change Neighborhood Pre-Application Meeting		Prepared by: John Halverson	
Attending:	(See attached sign-in sheet)		
Sanderson Stewart:	John Halverson		
	Rick Leuthold		
Date of Issue: 06/27/2023			

Minutes:

- Mr. Leuthold began the meeting at 5:35 by introducing himself and Mr. Halverson. He explained that St Vincent is now Intermountain Health under the Sisters of Charity Leavenworth.
- Mr. Halverson explained that the PDA amendment is a change to the Planned Development Agreement, which functions as the applicable zoning in the St Vincent Healthcare Subdivision. He also explained that the City of Billings requires changes to the PDA to be processed as a zone change.
- Mr. Leuthold explained that the subdivision is now over 20 years old, that the intent of the original PDA was to create a high-quality, professional medical campus environment, and that the market and local regulation has changed since the adoption of that original PDA, requiring changes to the PDA. He noted previous amendments to the PDA and the recently-recorded re-platting of the subdivision.
- Ms. Rehberg asked about the pedestrian easement from Lenhardt Square to Marillac.
- Mr. Halverson agreed to look into the existence of such an easement.

- Mr. Leuthold emphasized the importance of interconnectivity in both the pedestrian and vehicular networks in creating good traffic outcomes. He anticipated future improvements to the intersection of King Ave. and 44th St. W. He noted that no increased traffic volumes would result from the proposed PDA amendments. He also noted recent housing development at 48th and King that would contribute to volumes at 44th and King. He noted planned vehicular and pedestrian connections from King Ave. toward the south connecting to Shiloh Rd.
- Ms. Rehberg expressed that it is very difficult and unsafe crossing arterials like King and Shiloh at roundabouts.
- Mr. Leuthold expressed the need to habituate people in cars to the existence of people walking and to educate people in cars on how to share the street with people walking.
- Mr. Culver stated that people driving do not slow to safe speeds while navigating the roundabouts on Shiloh. He stated a desire to lower the landscaped centers of the roundabouts.
- Mr. Leuthold explained the rationale behind the "humped" medians.
- Ms. Rehberg stated a preference for underpasses. She also speculated that, as the area builds out with more dense residential, potential for walking will increase.
- Mr. Leuthold adjourned the meeting at 6:05 PM

EXHIBIT 4

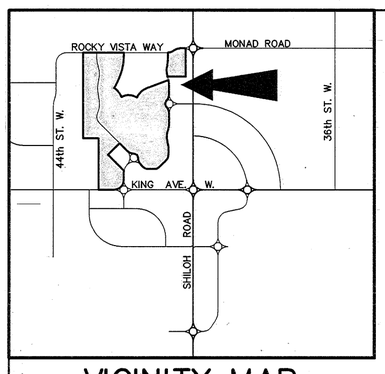


Campus Map

SVH West End Campus

0 50 100 200 300

April 6, 2022



VICINITY MAP

NOT TO SCALE

PLAT OF

AMENDED ST. VINCENT HEALTHCARE SUBDIVISION

BEING A VACATION OF LOTS 1A & 3–8 OF BLOCK 2, LOTS 2–8 OF BLOCK 3, LOTS 1 & 2A1 OF BLOCK 4, AND A PORTION OF VACATED MARILLAC STREET RIGHT–OF–WAY (PER RESOLUTION 22–1060, DOC. #4027755), ALL WITHIN ST. VINCENT HEALTHCARE SUBDIVISION, SITUATED IN THE SE1/4 OF SECTION 10, T. 1 S., R. 25 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : SCL HEALTH–MONTANA

PREPARED BY : SANDERSON STEWART

OCTOBER, 2022

BILLINGS, MONTANA

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
: ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of July, 2022, a survey was performed under his supervision of a tract of land situated in the SE1/4 of Section 10, T. 1 S., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, being:

Lots 3–8 of Block 2, Lots 2–8 of Block 3, Lot 1 of Block 4, and a portion of vacated Marillac Street right–of–way, all within St. Vincent Healthcare Subdivision, according to the official plat on file in the office of the clerk and recorder of said county, under Document No. 3707746; and

Lot 1A of the Amended Plat of Lots 1 & 2, Block 2, St. Vincent Healthcare Subdivision, Document No. 3845745; and

Lot 2A1 of the Amended Plat of Lot 2A of Amended Plat of Lots 2 & 3, Block 4, St. Vincent Healthcare Subdivision, Document No. 4017536;

said tract being more particularly described as follows, to wit:

Beginning at a point which is the northwest corner of Block 2 of said St. Vincent Healthcare Subdivision; thence, from said Point of Beginning, S 89°34'36" E a distance of 210.08 feet; thence along a curve to the right with a central angle of 89°33'45", a radius of 20.00 feet, and a length of 31.26 feet (chord bears S 44°47'44" E a distance of 28.18 feet); thence S 82°01'55" E a distance of 70.68 feet; thence along a non–tangent curve to the right with a central angle of 90°22'20", a radius of 20.00 feet, and a length of 31.55 feet (chord bears N 45°14'12" E a distance of 28.38 feet); thence S 89°34'36" E a distance of 440.00 feet; thence S 00°25'24" W a distance of 18.08 feet; thence along a curve to the right with a central angle of 30°23'31", a radius of 1100.00 feet, and a length of 583.49 feet (chord bears S 15°37'09" W a distance of 576.67 feet); thence S 30°48'55" W a distance of 52.46 feet; thence along a non–tangent curve to the right with a central angle of 38°40'52", a radius of 325.00 feet, and a length of 219.41 feet (chord bears S 38°57'44" E a distance of 215.27 feet); thence along a non–tangent curve to the right with a central angle of 62°06'58", a radius of 277.48 feet, and a length of 300.83 feet (chord bears S 88°09'16" E a distance of 286.31 feet); thence along a non–tangent curve to the right with a central angle of 45°25'27", a radius of 325.00 feet, and a length of 257.66 feet (chord bears N 46°36'11" E a distance of 250.97 feet); thence N 69°18'55" E a distance of 406.52 feet; thence along a non–tangent curve to the right with a central angle of 29°09'23", a radius of 430.00 feet, and a length of 218.82 feet (chord bears S 06°06'24" E a distance of 216.46 feet); thence along a curve to the left with a central angle of 4°18'31", a radius of 1635.00 feet, and a length of 122.95 feet (chord bears S 06°19'02" W a distance of 122.92 feet); thence along a curve to the right with a central angle of 85°48'54", a radius of 80.00 feet, and a length of 119.82 feet (chord bears S 47°04'14" W a distance of 108.93 feet); thence S 00°14'16" W a distance of 90.00 feet; thence along a non–tangent curve to the right with a central angle of 86°00'06", a radius of 80.00 feet, and a length of 120.08 feet (chord bears S 47°01'16" E a distance of 109.12 feet); thence along a curve to the left with a central angle of 3°48'39", a radius of 1635.00 feet, and a length of 108.75 feet (chord bears S 05°55'33" E a distance of 108.73 feet); thence along a curve to the right with a central angle of 27°28'40", a radius of 430.00 feet, and a length of 206.22 feet (chord bears S 05°54'28" W a distance of 204.25 feet); thence along a curve to the left with a central angle of 36°34'09", a radius of 470.00 feet, and a length of 299.98 feet (chord bears S 01°21'43" W a distance of 294.91 feet); thence along a curve to the right with a central angle of 16°54'30", a radius of 300.00 feet, and a length of 88.53 feet (chord bears S 08°28'06" E a distance of 88.21 feet); thence S 00°00'51" E a distance of 90.15 feet; thence along a curve to the right with a central angle of 45°13'49", a radius of 140.00 feet, and a length of 110.52 feet (chord bears S 22°36'03" W a distance of 107.67 feet); thence S 45°12'57" W a distance of 192.75 feet; thence along a curve to the right with a central angle of 45°13'48", a radius of 140.00 feet, and a length of 110.52 feet (chord bears S 67°49'52" W a distance of 107.67 feet); thence N 89°33'14" W a distance of 55.93 feet; thence along a curve to the right with a central angle of 44°46'12", a radius of 145.00 feet, and a length of 113.30 feet (chord bears N 67°10'08" W a distance of 110.44 feet); thence N 44°47'03" W a distance of 104.05 feet; thence along a curve to the right with a central angle of 90°00'00", a radius of 75.00 feet, and a length of 117.81 feet (chord bears N 00°12'57" E a distance of 106.07 feet); thence N 45°12'57" E a distance of 15.00 feet; thence N 44°47'03" W a distance of 90.00 feet; thence along a non–tangent curve to the right with a central angle of 90°00'00", a radius of 90.00 feet, and a length of 141.37 feet (chord bears N 89°47'03" W a distance of 127.28 feet); thence N 44°47'03" W a distance of 264.83 feet; thence S 45°12'57" W a distance of 332.89 feet; thence S 44°46'54" E a distance of 379.31 feet; thence along a non–tangent curve to the left with a central angle of 17°47'32", a radius of 225.00 feet, and a length of 69.87 feet (chord bears S 09°20'32" W a distance of 69.59 feet); thence S 00°26'46" W a distance of 179.20 feet; thence S 72°10'31" W a distance of 255.18 feet; thence N 89°33'14" W a distance of 180.45 feet; thence N 00°03'00" W a distance of 896.52 feet; thence N 89°30'00" W a distance of 285.00 feet; thence N 00°03'00" W a distance of 1572.26 feet to said Point of Beginning; having a gross & net area of 2,504,073 square feet (57.4856 acres), more or less;

and

Beginning at a point being the northeast corner of Lot 2A–2 of Block 4 of said St. Vincent Healthcare Subdivision; thence, from said Point of Beginning, S 89°58'49" W a distance of 294.40 feet; thence along a non–tangent curve to the right with a central angle of 31°07'03", a radius of 400.00 feet, and a length of 217.24 feet (chord bears N 01°50'59" E a distance of 214.58 feet); thence along a curve to the left with a central angle of 17°25'22", a radius of 370.00 feet, and a length of 112.51 feet (chord bears N 08°41'50" E a distance of 112.08 feet); thence N 00°00'51" W a distance of 69.59 feet; thence along a curve to the right with a central angle of 77°27'40", a radius of 20.00 feet, and a length of 27.04 feet (chord bears N 38°42'59" E a distance of 25.03 feet); thence along a curve to the left with a central angle of 8°16'27", a radius of 513.00 feet, and a length of 74.08 feet (chord bears N 73°18'35" E a distance of 74.02 feet); thence along a curve to the right with a central angle of 9°38'31", a radius of 987.00 feet, and a length of 166.10 feet (chord bears N 74°00'51" E a distance of 165.90 feet); thence along a curve to the right with a central angle of 11°08'41", a radius of 100.00 feet, and a length of 19.45 feet (chord bears N 84°24'27" E a distance of 19.42 feet); thence N 89°58'48" E a distance of 4.99 feet; thence S 00°01'19" E a distance of 483.12 feet to said Point of Beginning; having a gross & net area of 128,847 square feet (2.9579 acres), more or less;

total area of said tract being 2,632,920 square feet (60.4435 acres), more or less.

That the monuments found and set are of the character and occupy the positions shown hereon, that said survey and the plat hereof shows true and correct dimensions and that the plat conforms with the work on the ground.

SANDERSON STEWART

By: _____

Montana License No. 18972LS

Date: November 28, 2022

MONTANA
MICHAEL DEAN
BERTRAM
18972LS
LICENSED
PROFESSIONAL LAND SURVEYOR

PURPOSE OF SURVEY: VACATE A PORTION OF AN EXISTING SUBDIVSION

The undersigned hereby certify that the purpose of this survey is to vacate a portion of an existing subdivision pursuant to M.C.A. 76–3–305 which states that "Any plat prepared and recorded as provided in this part may be vacated either in whole or in part as provided by 7–5–2501, 7–5–2502, 7–14–2616(1) and (2), 7–14–2617, 7–14–4114(1) and (2), and 7–14–4115. Upon vacation, the governing body or the district court, as provided in 7–5–2502, shall determine to which properties the title to the streets and alleys of the vacated portions must revert. The governing body or the district court, as provided in 7–5–2502, shall take into consideration the previous platting; the manner in which the right–of–way was originally dedicated, granted, or conveyed; the reasons stated in the petition requesting the vacation; the parties requesting the vacation; and any agreements between the adjacent property owners regarding the use of the vacated area. The title to the streets and alleys of the vacated portions may revert to one or more of the owners of the properties within the platted area adjacent to the vacated portions."

Said resultant tract to be known and designated as AMENDED ST. VINCENT HEALTHCARE SUBDIVISION.

SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM INC.,
a Kansas nonprofit corporation

By: _____

Title: Vice. President

STATE OF Colorado)
: ss
County of Broomfield)

On this 22nd day of November, 20 22, before me, the undersigned Notary Public for the State of Colorado, personally appeared Barbara, Jahn, known to me to be the person who signed the foregoing instrument as Vice. President of SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM INC., and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of Colorado

MAX STICH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004573
MY COMMISSION EXPIRES JANUARY 26, 2026

GLACIER BANK

By: _____

Title: President

STATE OF Montana)
: ss
County of Yellowstone)

On this 15th day of November, 20 22, before me, the undersigned Notary Public for the State of Montana, personally appeared Michael Seppala, known to me to be the person who signed the foregoing instrument as President of GLACIER BANK, and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of Montana

BRITTANY CECIL
NOTARIAL SEAL
STATE OF MONTANA

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

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.

_____ 17513LS 12/08/2022
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: 12/12/2022

Reviewed by: _____

CERTIFICATE OF COUNTY TREASURER

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

Date: December 16, 2022

Yellowstone County Treasurer

By: _____
Deputy

NOTICE OF APPROVAL

STATE OF MONTANA)
: ss
County of Yellowstone)

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

11/29/2022 _____
Date President

_____
Executive Secretary

BILLINGS - YELLOWSTONE COUNTY PLANNING BOARD
MONTANA
SEAL

CERTIFICATE OF APPROVAL: CITY COUNCIL

STATE OF MONTANA)
: ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing AMENDED ST. VINCENT HEALTHCARE 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 12th day of December, 20 22.

CITY OF BILLINGS, MONTANA

By: _____ Attest: _____
Mayor Deputy City Clerk

SUBDIVISION IMPROVEMENTS AGREEMENT
Document No.: 4037362

CONSENT TO PLATTING MC
Document No.: 4037360
MC. Consent 4037361

SP 4037359
12/21/2022 03:43 PM Pages: 1 of 2 Fees: 26.00
Jeff Martin Clerk & Recorder, Yellowstone MT

YELLOWSTONE COUNTY CLERK

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 THE NW CORNER OF BLOCK 2 (P.O.B. #1) IS 0.9999981; THE CONVERGENCE ANGLE IS −0°08'59". DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

○ FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "SANDERSON STEWART", OR AS NOTED

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

PLAT OF

AMENDED ST. VINCENT HEALTHCARE SUBDIVISION

BEING A VACATION OF LOTS 1A & 3–8 OF BLOCK 2, LOTS 2–8 OF BLOCK 3, LOTS 1 & 2A1 OF BLOCK 4, AND A PORTION OF VACATED MARILLAC STREET RIGHT–OF–WAY (PER RESOLUTION 22–1060, DOC. #4027755), ALL WITHIN ST. VINCENT HEALTHCARE SUBDIVISION, SITUATED IN THE SE1/4 OF SECTION 10, T. 1 S., R. 25 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : SCL HEALTH–MONTANA

PREPARED BY : SANDERSON STEWART

OCTOBER, 2022

BILLINGS, MONTANA

NORTH

100 50 0 100 200

SCALE: 1" = 100'

RADIAL TABLE	
Radial #	Bearing
R1	N 89°58'54" E
R2	N 89°56'58" W
R3	N 31°41'49" E
R4	S 76°17'28" W
R5	N 71°45'40" W

SP 4037359
12/21/2022 03:43 PM Pages: 2 of 2 Fees: 26.00
Jeff Martin Clerk & Recorder, Yellowstone MT

SHEET 2 OF 2

02015_34 ST_V_HC_SUB_MINOR_FP_PROD.DWG 02015.34 11/03/22 MDB

City Council Regular

Date:	08/28/2023
Title:	Land Use Contrary to Zoning - Public Hearing - 2550 3rd Ave N - New County Surface Parking Lot
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Yes
Project Number:	PZX-23-00146

RECOMMENDATION

Planning staff recommends the City Council conduct the public hearing as requested. No additional action is required.

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

The County purchased the property at 2550 3rd Ave N in 2001 and converted the former US Bank building for use by the Sheriff's Department. The property is just west of the MET Transfer Center and just north of the new James F. Battin Federal Court House, both LEED platinum developments. In 2010, the short section of N 26th St between the County parking lot east of the courthouse, and the subject property was vacated to allow the new Federal Court house to be constructed. In August 2017, the Sheriff's Department moved to a new location at 2323 2nd Ave N, and the building on the subject property was vacated. The vacant building on the lot was torn down in 2023 as the County determined it was not a structure that could be easily renovated or re-used for County purposes. The demolition was complicated by the identification and removal of asbestos containing materials.

The County now proposes to re-purpose the vacant lot and the adjacent abandoned right-of-way of N 26th Street into a surface parking lot. This will connect the existing County surface parking lot directly east of the County courthouse to additional surface parking. The adopted City zoning regulations for uses within the Central Business District, requires a special review application to develop a surface parking lot. A special review is an application that is processed through the Planning Division, reviewed by the Zoning Commission for a recommendation to the City Council for approval, conditional approval or denial. A special review use is a use that is not an allowed use per se in the zone district, but can be allowed based on circumstances.

The state law at MCA 76-2-402 allows a public agency to use public land contrary to local zoning regulations provided a hearing is held before the governing body of the jurisdiction. The law was changed in 2021 to change the venue of the public hearing (previously the Board of Adjustment) and eliminate the language that limited the scope and intent of the public hearing. The prior law stated that the Board of Adjustment "shall have no power to deny the proposed use but shall act only to allow a public forum for comment on the proposed use." The current law simply eliminated this language. Here is the current state law:

76-2-401. Definitions. As used in 76-2-402, the following definitions apply:
(1) "Agency" means a board, bureau, commission, department, an authority, or other entity of state or local government.
(2) "Local zoning regulations" means zoning regulations adopted pursuant to Title 76, chapter 2.
History: En. Sec. 1, Ch. 397, L. 1981.
76-2-402. Local zoning regulations -- application to agencies.
(1) Whenever an agency proposes to use public land contrary to local zoning regulations, a public hearing must be held and the agency shall attend the public hearing.
(2) The local governing body shall hold a hearing within 30 days of the date the agency gives notice to the local governing body of its intent to develop land contrary to local zoning regulations.
History: En. Sec. 2, Ch. 397, L. 1981; amd. Sec. 1, Ch. 362, L. 2021.

The new statute does not state that there is decision-making authority for the process for City Council, it only states the Council hold a public hearing to accept comment. The law does not state that there is any additional action required of Council.

The County has engaged the services of WWC Engineering to prepare construction drawings for the new and expanded surface parking lot east of the County Courthouse. WWC Engineering is also engaged to represent the County in this proceeding. The construction drawings are attached and a letter explaining the project is included. The site plan does not show the street frontage landscaping, location of the new street trees, nor does it provide the

required internal parking lot islands and landscaping required. Based on the length of the street frontage on 3rd Ave North that will be converted to a new surface parking lot (200 feet total including former N 26th St right-of-way), eight street trees will be required. One street tree exists, a Norway Maple at the intersection of the alley and 3rd Ave N on the east side of the subject property. This tree is approximately 14 to 18 inches in diameter and a significant canopy tree that provides shade to the sidewalk area and northeast corner of the proposed parking lot. This tree will need to be protected during any construction. Seven additional trees will be required and can be planted along the street frontage. Internal parking lot islands also are required per the number of parking spaces proposed but are not planned for the project. The County may also choose to upgrade the ungraded boulevard and street trees that border the existing parking lot close to the courthouse. The Central Business District street tree requirement is one tree for each 25 feet of street frontage. WWC Engineering has indicated this street tree planting plan is not yet finalized but will be done as a secondary project to the new parking lot construction.

STAKEHOLDERS

Planning staff notified property owners within 150 feet of the subject property, published a legal ad on August 11 and August 18, and posted the property with a zoning request sign. In addition, the application materials were posted on the Planning Division "Current Zoning Application" webpage. Planning staff received no comments prior to this hearing.

ALTERNATIVES

The City Council may:

- Open the public hearing, take public comments on the proposed new County surface parking lot at 2550 3rd Ave N. and ask questions of the County and its agent.

The Land Use Contrary to Zoning statute does not confer on the City Council the ability to approve, deny or condition the proposed use. The public hearing is the opportunity to provide comments and concerns to the public agency sponsoring the project.

FISCAL EFFECTS

Holding the public hearing will not have an effect on the Planning Division budget.

Attachments

Applicant Letter
Site Plans
Zoning Map and Site Photos

WWC ENGINEERING

550 S. 24th STREET W., SUITE 201, BILLINGS, MT 59102 | 406.894.2210

July 31, 2023

Dear City Council,

On behalf of Yellowstone County, WWC Engineering is writing this letter regarding the construction of the Courthouse Parking Lot and associated curb and road grading (the Project) at the location of 2550 3rd Avenue North, Billings, Montana 59101.

The Project consists of removing the existing portion of North 26th Street to extend the existing County parking lot, as shown in the proposed layout. Sections of curb within 3rd Avenue will be removed and replaced to provide adequate drainage. Stormwater will be addressed by connecting to existing City storm sewers.

This Land Use Contrary to Zoning is a request for not applying for a special review approval, not landscaping, and not including parking lot raised-curb islands. Reasoning for this request is as follows:

- Special Review: As a parking lot is not listed as an approved use for CBD-zoned lots, this application is requesting that a parking lot may be constructed without special review approval.
- Landscaping: The Project redesigns sections of the sidewalk/boulevard. If trees are planted in the proposed sections of boulevard per City requirements, the line of sight for drivers exiting the lot would be impaired. It would also require the removal the existing sidewalk for installation of the trees within a boulevard.
- Raised-curb islands: The County desires not to install raised-curb islands in the parking lot to aid in snow plowing.

Thank you for considering these requests.

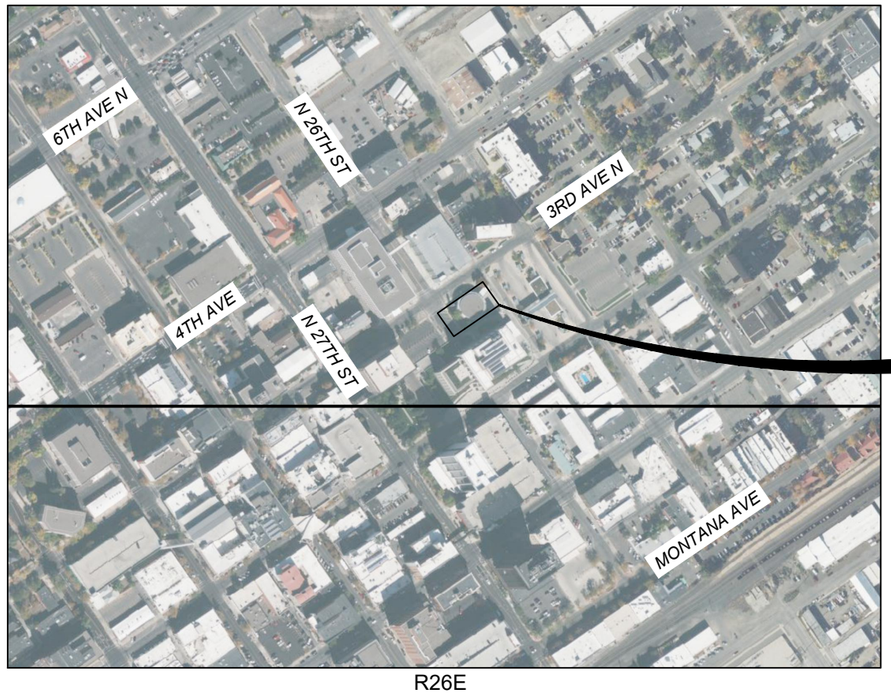
Greg Reid, P.E.
WWC Engineering Billings Branch Manager
greid@wwcengineering.com
406-894-2210

K:\Billings\Yellowstone County\2023198 Round Building Parking Lot Design\05CAD\Sheets\planset\23198-COVR.dwg COVER 7/7/2023 8:21:42 AM

CONSTRUCTION DRAWINGS

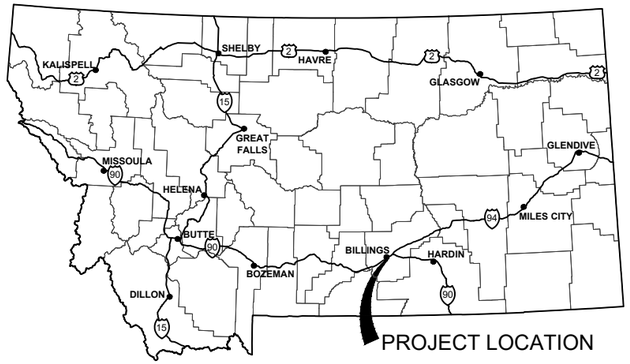
YELLOWSTONE COUNTY
COURTHOUSE PARKING LOT DESIGN

Sheet List Table	
Sheet Number	*Sheet Title*
1	COVER
2	GENERAL NOTES
3	EXISTING OVERVIEW
4	PHASE II DEMO
5	PROPOSED SITE LAYOUT
6	PARKING LOT GRADING SHEET
7	CURB PLAN AND PROFILE
8	STORMWATER PLAN AND PROFILE
9	STORMWATER PLAN AND PROFILE
10	STRIPING SHEET
11	LIGHT POLE BASE DETAIL
12	SIGNAGE DETAILS



R26E

LOCATION MAP



BILLINGS, MT

MONTANA
GREG T. REID
No. 40921PE
LICENSED PROFESSIONAL ENGINEER

Know what's below. Call before you dig.

BID SET

PREPARED FOR:

YELLOWSTONE COUNTY

PO BOX 35015
BILLINGS, MT 59107

PREPARED BY:

WWC ENGINEERING

550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

PROJECT NO. 2023-198

DESIGNED BY: SMC
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 7/7/2023

NO.	REVISION	BY	DATE

DRAWING NO. 1

K:\Billings\Yellowstone County\2023198 Round Building Parking Lot Design\05CAD\Sheets\planset\023198-COVR.dwg GENERAL NOTES 7/7/2023 8:21:42 AM

GENERAL CONSTRUCTION NOTES

1. UNLESS SPECIFICALLY SHOWN ON THE DRAWINGS, ALL WORK SHALL CONFORM TO THE 6TH EDITION OF MPWSS AS MODIFIED BY THE CITY OF BILLINGS, SPECIAL PROVISIONS, AND THESE PLANS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS REQUIRED AND CONSTRUCTION TESTING FOR CONSTRUCTION ACTIVITIES.
3. THE CONTRACTOR SHALL RESTORE ALL EXISTING ROADWAY TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO CONSTRUCTION, AS DETERMINED BY THE OWNER AND THE ENGINEER.
4. THE LOCATION, DEPTH AND SIZE OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY THE EXISTENCE, LOCATION, DEPTH, SIZE, LINE AND GRADE OF EXISTING UTILITY CONNECTIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING FACILITIES DUE TO FAILURE TO LOCATE OR PROVIDE PROPER PROTECTION WHEN LOCATION IS KNOWN.
5. THE CONTRACTOR SHALL SUPPLY ALL NECESSARY FITTINGS, COUPLINGS AND SPOOL PIECES FOR CONNECTING NEW UTILITIES TO EXISTING UTILITIES. THESE PLANS MAY NOT SHOW ALL REQUIRED COMPONENTS FOR MAKING THE CONNECTIONS.
6. ALL PROFILES REPRESENT EXISTING GROUND (DASHED LINE) AND FINISHED GRADE (SOLID LINE) ALONG THE ALIGNMENTS INDICATED ON THE PLANS. ELEVATIONS ARE FINISHED GROUND ELEVATIONS.
7. ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED BY THE CONTRACTOR USING A SEED MIX OR SOD APPROVED BY THE PRIVATE PROPERTY OWNER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF UTILITY (PHONE/POWER/CATV) INSTALLATION WITH THE CITY OF BILLINGS AND THE PRIVATE PROPERTY OWNER.
9. THE CONTRACTOR SHALL NOTIFY ONE CALL @ 1-800-424-5555 FOR ONSITE UTILITY LOCATION. ALL EXISTING UTILITIES SHALL BE MARKED BEFORE DIGGING.
10. THE CONTRACTOR SHALL MAINTAIN SERVICE OF ALL EXISTING UTILITIES. IF SAID SERVICE IS DAMAGED, THE CONTRACTOR SHALL IMMEDIATELY REPAIR THE DAMAGE AT THE CONTRACTOR'S EXPENSE.
11. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK.
12. ALL UTILITY CONDUITS FOR IRRIGATION, ELECTRICAL, GAS, PHONE, CATV, ETC. SHALL BE BURIED A MINIMUM 24" FROM FINISHED GRADE WITH TYPE A BACKFILL, UTILIZING TYPE 1 BEDDING, UNLESS DIRECTED OTHERWISE BY ENGINEER.
13. IF THE CONTRACTOR DETERMINES THE NEED TO DISTURB MORE THAN 1.0 ACRE DURING THE CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AN MPDES PERMIT AND COMPLYING WITH ALL TERMS OF THE PERMIT. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK. IF LESS THAN 1.0 ACRES AND WITHIN CITY OF BILLINGS MS4 CONTRACTOR TO FILE NOI WITH CITY OF BILLINGS ENVIRONMENTAL DEPARTMENT.
14. QUANTITIES SHOWN IN THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES.

BLOCK LEGEND

EXISTING	PROPOSED	
S	S	SANITARY SEWER MANHOLE
CO	CO	SANITARY SEWER CLEANOUT
		SANITARY SEWER CAP
S	S	SANITARY SEWER METER VAULT
LS	LS	SANITARY SEWER LIFT STATION
		SANITARY SEWER FM (TEE)
		SANITARY SEWER FM (11.25°)
		SANITARY SEWER FM (22.5°)
		SANITARY SEWER FM (45°)
		SANITARY SEWER FM (90°)
		SANITARY SEWER FM (CROSS)
		SANITARY SEWER FM FLANGE
		SANITARY SEWER FM VALVE
		SANITARY SEWER FM REDUCER
		SANITARY SEWER FM BF PREV.
		STORMWATER AREA INLET
		STORMWATER COMBO INLET
		STORMWATER FLARED END
D	D	STORMWATER MANHOLE
PS	PS	STORMWATER PUMP STATION
		STORM SEWER HEAD WALL
		WATER FITTING BEND 11.25°
		WATER FITTING BEND 22.5°
		WATER FITTING BEND 45°
		WATER FITTING BEND 90°
		WATER FITTING CAP
		WATER FITTING CROSS
		WATER FITTING FLANGE
		WATER FITTING TEE
		WATER FITTING VALVE

EXISTING	PROPOSED	
		WATER VENT
W	W	WATER MANHOLE
		WATER REDUCER
		WATER MARKER
		FIRE HYDRANT
CS	CS	WATER CURB STOP
W	W	WATER METER
W	W	WATER VAULT
BS	BS	WATER BOOSTER STATION
		WATER WELL
M	M	WATER MONITORING WELL
TS	TS	WATER TEST STATION
		CABLE TELEVISION MARKER
C	C	CABLE TELEVISION PULL BOX
C	C	CABLE TELEVISION PEDESTAL
C	C	CABLE TELEVISION VAULT
		POWER GUY ANCHOR
		POWER GUY POLE
P	P	POWER MANHOLE
		POWER MARKER
E	E	ELECTRIC POWER METER
		POWER POLE
P	P	POWER TRANSFORMER
P	P	POWER VAULT
		STREET LIGHT
IR	IR	IRRIGATION PULL BOX
		IRRIGATION SPRINKLER HEAD
		IRRIGATION VALVE
IR	IR	IRRIGATION VAULT

EXISTING	PROPOSED	
F	F	FIBER OPTIC MANHOLE
		FIBER OPTIC MARKER
F	F	FIBER OPTIC PULL BOX
F	F	FIBER OPTIC PEDESTAL
F	F	FIBER OPTIC VAULT
		NATURAL GAS MARKER
G	G	NATURAL GAS METER
		NATURAL GAS VALVE
T	T	TELEPHONE MANHOLE
		TELEPHONE MARKER
T	T	TELEPHONE PULL BOX
T	T	TELEPHONE PEDESTAL
T	T	TELEPHONE VAULT
		TREE (DECIDUOUS)
		TREE (CONIFER)
		ADA RAMP
		SIGN
		BOLLARD
		MILEPOST
		CATTLE GUARD
		BORE LOCATION
		PROP CORNER ALUMINUM CAP
		PROP CORNER BRASS CAP
		PROP CORNER CHISELED X
		HIGHWAY ROW MONUMENT
		PROP CORNER IRON PIPE
		PROP CORNER LEAD & TACK
		PROP CORNER REBAR
		PROP CORNER STONE
		CONTROL POINT
		PROP CORNER PLASTIC CAP

LINE STYLE LEGEND

EXISTING	PROPOSED	
		MAJOR CONTOUR
		MINOR CONTOUR
OHT	OHT	OVERHEAD TELEPHONE
OHP	OHP	OVERHEAD POWER
NG	NG	NATURAL GAS
IR	IR	IRRIGATION LINE
FO	FO	FIBER OPTIC
FM	FM	FORCEMAIN
O	O	FENCE [CHAIN]
X	X	FENCE [BARBED]
[ ]	[ ]	FENCE [PRIVACY]
F	F	FIRE LINE
OHTV	OHTV	OVERHEAD TV
RW	RW	RAW WATER
SS	SS	SEWER
ST	ST	STORM
UGP	UGP	UNDERGROUND POWER
UGT	UGT	UNDERGROUND TELEPHONE
UGTV	UGTV	UNDERGROUND TV
W	W	WATER

DRAWING NOTATION

A / 10 — INDICATES CROSS SECTION LOCATION. "A" REFERS TO THE CROSS SECTION DESIGNATION. "10" REFERS TO THE SHEET NUMBER WHERE THE SECTION IS CUT OR SHOWN.

1 / 12 — INDICATES DETAIL LOCATION. "1" REFERS TO THE DETAIL DESIGNATION. "12" REFERS TO THE SHEET NUMBER WHERE THE DETAIL IS INDICATED OR SHOWN.

ABRREVIATIONS

ACI	AMERICAN CONCRETE INSTITUTE	HWY	HIGHWAY
BAR	REBAR	INV	INVERT ELEVATION
BMP	BEST MANAGEMENT PRACTICES	LF	LINEAR FEET
BOT	BOTTOM	MH	MANHOLE
BVC	BEGIN VERTICAL CURVE	MJ	MECHANICAL JOINT
CFS	CUBIC FEET PER SECOND	O.C.	ON CENTER
CL	CENTERLINE	O.C.E.F.	ON CENTER EACH FACE
CMP	CORRUGATED METAL PIPE	OHP	OVERHEAD POWER
CONC	CONCRETE OR CONCENTRIC	PI	POINT OF INTERSECTION
CP	CONTROL POINT	POT	POINT ON TANGENT
CSP	CORRUGATED STEEL PIPE	PS	PIPE SUPPORT
CTR	CENTER	PT	POINT, POINT OF TANGENCY
CU FT	CUBIC FEET	PVC	POLYVINYL CHLORIDE
CULV	CULVERT	PWR	POWER
DI	DUCTILE IRON OR DRAIN INLET	RCP	REINFORCED CONCRETE PIPE
DIA	DIAMETER	R/W OR ROW	RIGHT OF WAY
EA	EACH	SAN	SANITARY
E.F.	EACH FACE	SST	STAINLESS STEEL
EL, ELEV	ELEVATION	STA	STATION
EOP	EDGE OF PAVEMENT	TBC	TOP BACK OF CURB
EVC	END VERTICAL CURVE	TYP	TYPICAL
FT	FOOT OR FEET	UG	UNDERGROUND
GPM	GALLONS PER MINUTE	WTR	WATER
HP	HORSEPOWER		

BID SET

NO.	REVISION	BY	DATE

PROJECT NO. 2023-198

PREPARED BY
WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

YELLOWSTONE COUNTY
COURTHOUSE PARKING LOT DESIGN
GENERAL NOTES
BILLINGS, MT

DESIGNED BY: SMC
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 7/7/2023

SHEET 2

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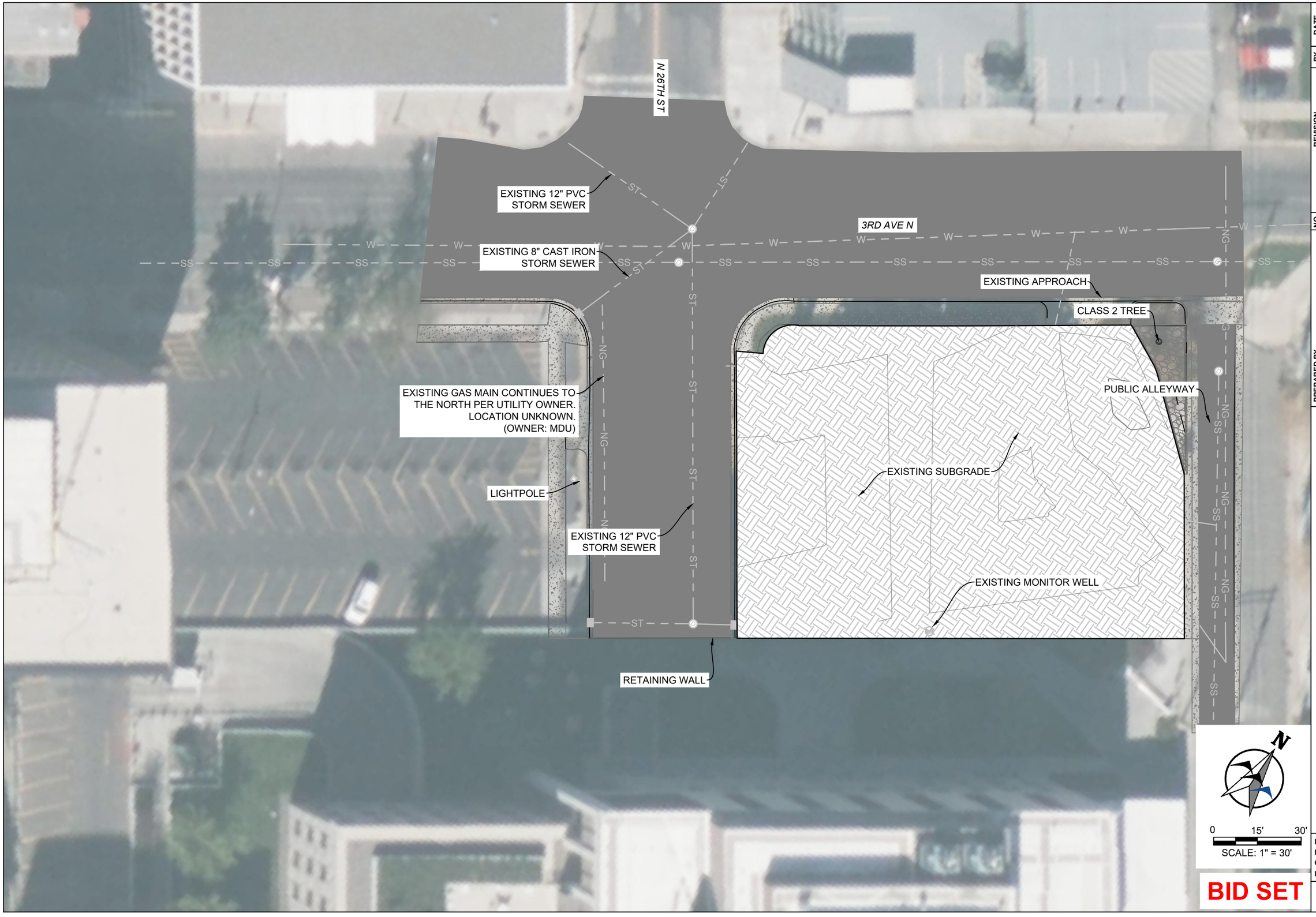

NO.	REVISION	BY	DATE

PROJECT NO. 2023-198

PREPARED BY
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550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

YELLOWSTONE COUNTY
COURTHOUSE PARKING LOT DESIGN

EXISTING OVERVIEW

BILLINGS, MT

N

0 15' 30'

SCALE: 1" = 30'

BID SET

DESIGNED BY: SMC
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 7/7/2023

SHEET
3

K:\Billings\Yellowstone County\2023198 Round Building Parking Lot Design\05CAD\Sheets\planset\23198-PHASE-II-DEMO.dwg DEMO 7/7/2023 8:22:00 AM

LEGEND

EXISTING SUBGRADE

DEMOLITION

N 26TH ST

3RD AVE N

STORM MANHOLE TO REMAIN IN PLACE

SEWER MANHOLE TO REMAIN IN PLACE

CAP EXISTING 4" WATER SERVICE AT TEE

REMOVE 38 LF CURB

REMOVE 126 SF ADA RAMP

REMOVE 133 LF CURB

EXISTING APPROACH

CLASS 2 TREE TO REMAIN

REMOVE STORM INLET AND ABANDON STORM PIPE

REMOVE 214 SF SIDEWALK

REMOVE 289 SF SIDEWALK AND APPROACH

PUBLIC ALLEYWAY

REMOVE EXISTING STRIPING

REMOVE 144 SF APPROACH

REMOVE TWO END BOLLARDS

12" STORM SEWER LEAVE IN PLACE

EXISTING SUBGRADE TO REMAIN

LIGHTPOLE (TYP) TO BE REMOVED

REMOVE 626 SF SIDEWALK

REMOVE 167 LF CURB

REMOVE "LEFT TURN ONLY" SIGN

REMOVE STORM INLET AND ABANDON STORM PIPE

EXISTING MONITOR WELL TO REMAIN

RETAINING WALL TO REMAIN

REMOVE STORM INLET AND ABANDON STORM PIPE

STORM MANHOLE TO REMAIN IN PLACE

REMOVE 7998 SF ASPHALT

NOTE:
REMOVE EXISTING PAVEMENT MARKINGS PER MPWSS SECTION 02581.3, SECTION 3.03

0 15' 30'

SCALE: 1" = 30'

BID SET

NO.	REVISION	BY	DATE

PROJECT NO. 2023-198

PREPARED BY
WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

YELLOWSTONE COUNTY

COURTHOUSE PARKING LOT DESIGN

PHASE II DEMO

BILLINGS, MT

DESIGNED BY: SMC
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 7/7/2023

SHEET
4

K:\Billings\Yellowstone County\2023198 Round Building Parking Lot Design\05CAD\Sheets\planset\23198-PROP-LYOT.dwg PROP LYOT 3 7/7/2023 8:21:49 AM

PROPOSED ASPHALT RESTORATION

N 26TH ST

BOULEVARD APPROACH

2' ASPHALT PATCH

ASPHALT AND CURB DETAIL SEE SHEET 7

ADA RAMP

ADA RAMP

3RD AVE N

CURB WALK APPROACH

TIE TO EXISTING

PROPOSED GRAVEL LANDSCAPING

TIE TO EXISTING

TIE TO EXISTING

TIE TO EXISTING

TIE TO EXISTING

PROPOSED SIDEWALK AND CURB

EXISTING SIDEWALK AND CURB

PROPOSED 28' DRIVE APPROACH

-1.51%

-2.17%

-1.87%

RAISED CURB LANDSCAPE

PROPOSED PARKING LOT

TIE INTO EXISTING STORM MAIN

STORMWATER NETWORK SEE SHEET 8

-2.42%

6" WIDE x 12" DEPTH LANDSCAPE CURB

PROPOSED STORM INLETS

-1.86%

TIE TO EXISTING PARKING LOT

3126

-1.28%

-1.28%

3126

3126

-2.80%

3126

-2.45%

-2.80%

N

0 15' 30'

SCALE: 1" = 30'

BID SET

NO.	REVISION	BY	DATE

PROJECT NO. 2023-198

PREPARED BY
WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

YELLOWSTONE COUNTY

COURTHOUSE PARKING LOT DESIGN

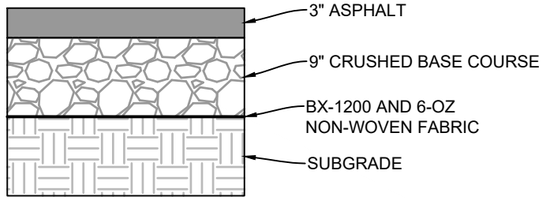
PROPOSED SITE LAYOUT

BILLINGS, MT

DESIGNED BY: SMC
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 7/7/2023

SHEET 5

K:\Billings\Yellowstone County\2023198 Round Building Parking Lot Design\05CAD\Sheets\planset\23198-ASPH-GRAD.dwg ASPH GRADING 7/7/2023 8:21:55 AM



ASPHALT TYPICAL SECTION
NOT TO SCALE

PROPOSED ASPHALT RESTORATION
SEE SHEET 7

N 26TH ST

3RD AVE N

2' ASPHALT PATCH
SEE SHEET 7

N: 164691.05
E: 633730.64
ELEV: 3125.95

N: 164660.87
E: 633686.59
ELEV: 3126.04

N: 164707.63
E: 633754.68
ELEV: 3125.86

N: 164651.03
E: 633682.76
ELEV: 3126.07

N: 164726.41
E: 633781.84
ELEV: 3125.61

N: 164608.11
E: 633620.42
ELEV: 3126.26

-1.51%
-2.15%
-1.24%
-1.87%
-2.17%

PROPOSED PARKING LOT

LOW POINT
N: 164610.28
E: 633714.35
ELEV: 3125.00

N: 164684.02
E: 633811.00
ELEV: 3125.86

N: 164694.13
E: 633825.37
ELEV: 3125.94

N: 164578.96
E: 633640.40
ELEV: 3126.17

-1.51%
-2.42%
-2.80%
-1.86%
3126

LOW POINT
N: 164657.84
E: 633783.58
ELEV: 3125.20

TIE TO EXISTING PARKING LOT

101'-7"

-1.28%
-2.80%
-2.45%

N: 164648.15
E: 633858.13
ELEV: 3126.09

218'-1"

N: 164524.45
E: 633677.96
ELEV: 3126.04

N: 164577.40
E: 633755.05
ELEV: 3126.22

NOTE:
ELEVATION BASED ON EDGE OF PAVEMENT (EOP) UNLESS OTHERWISE DESCRIBED.

0 15' 30'
SCALE: 1" = 30'

BID SET

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YELLOWSTONE COUNTY
COURTHOUSE PARKING LOT DESIGN

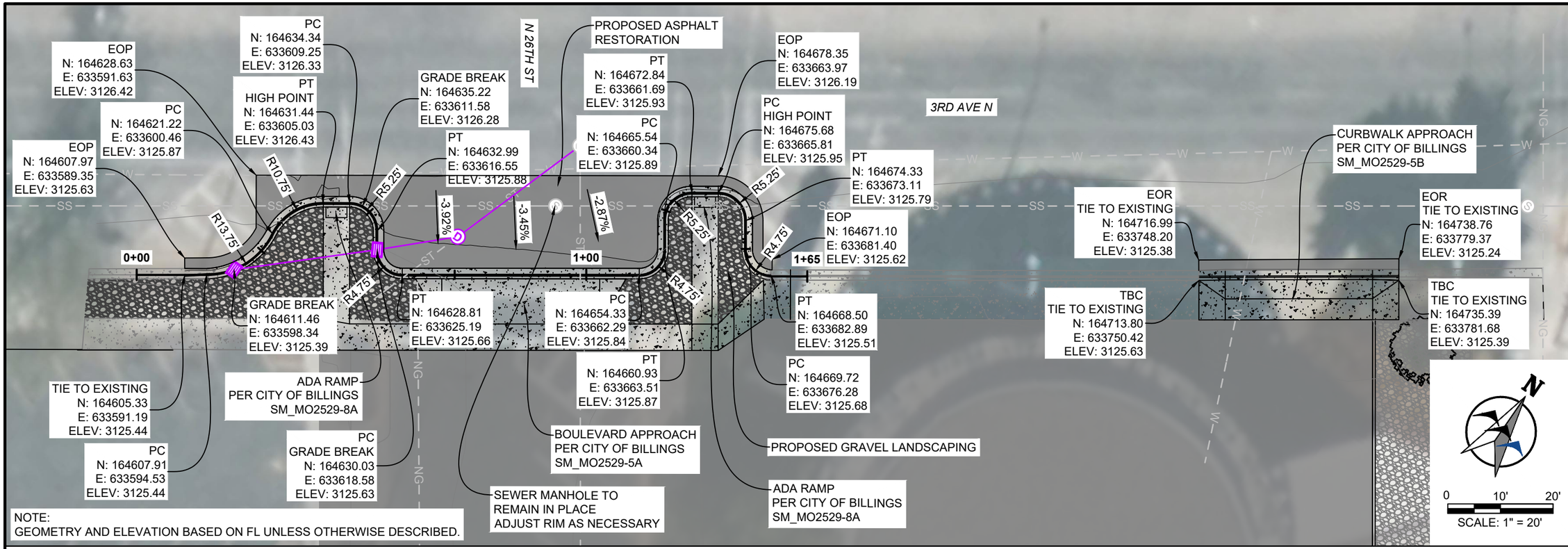
PARKING LOT GRADING SHEET

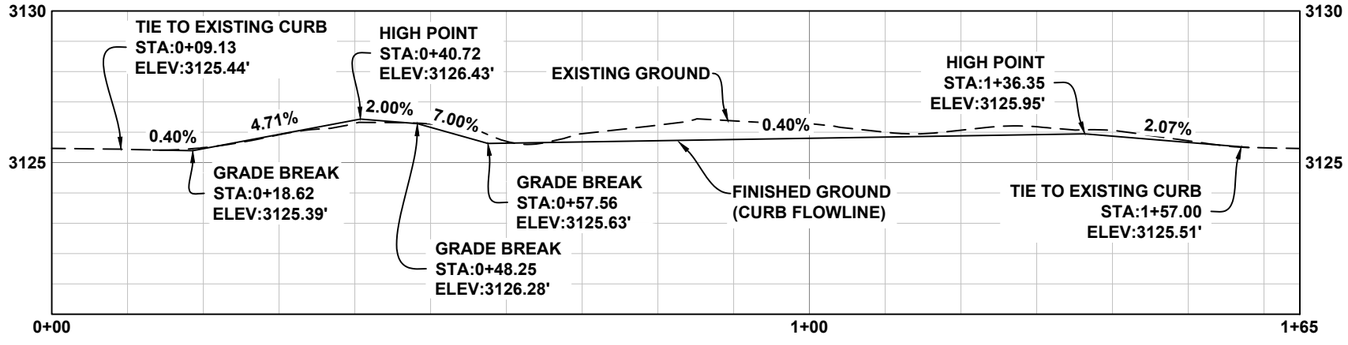
BILLINGS, MT

DESIGNED BY: SMC
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 7/7/2023

SHEET
6

K:\Billings\Yellowstone County\2023198 Round Building Parking Lot Design\05CAD\Sheets\planset\23198-CURB-PP.dwg 11X17 PP 7/7/2023 8:21:44 AM





VERT SCALE: 1" = 5'
HORZ SCALE: 1" = 20'

BID SET

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YELLOWSTONE COUNTY
COURTHOUSE PARKING LOT DESIGN

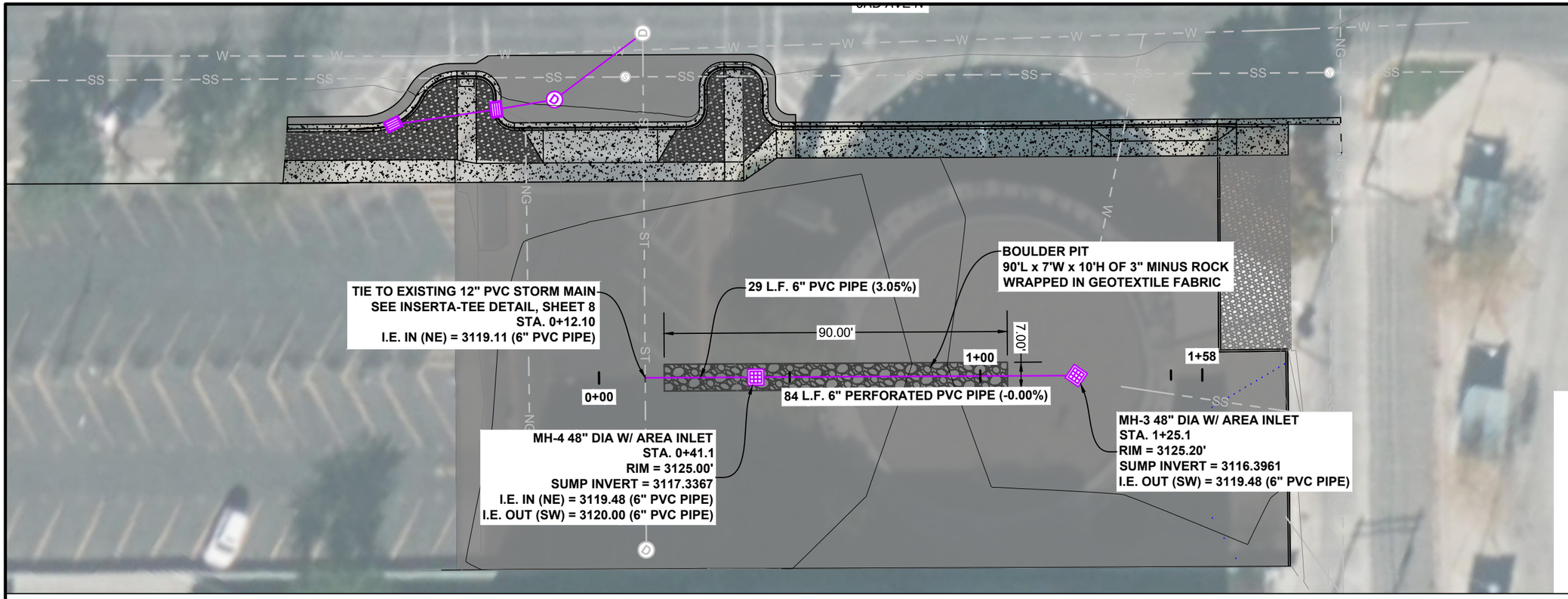
CURB PLAN AND PROFILE

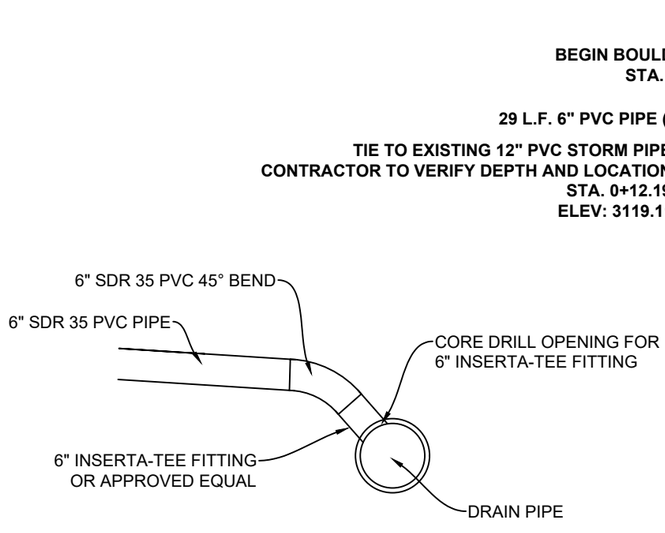
BILLINGS, MT

DESIGNED BY: SMC
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 7/7/2023

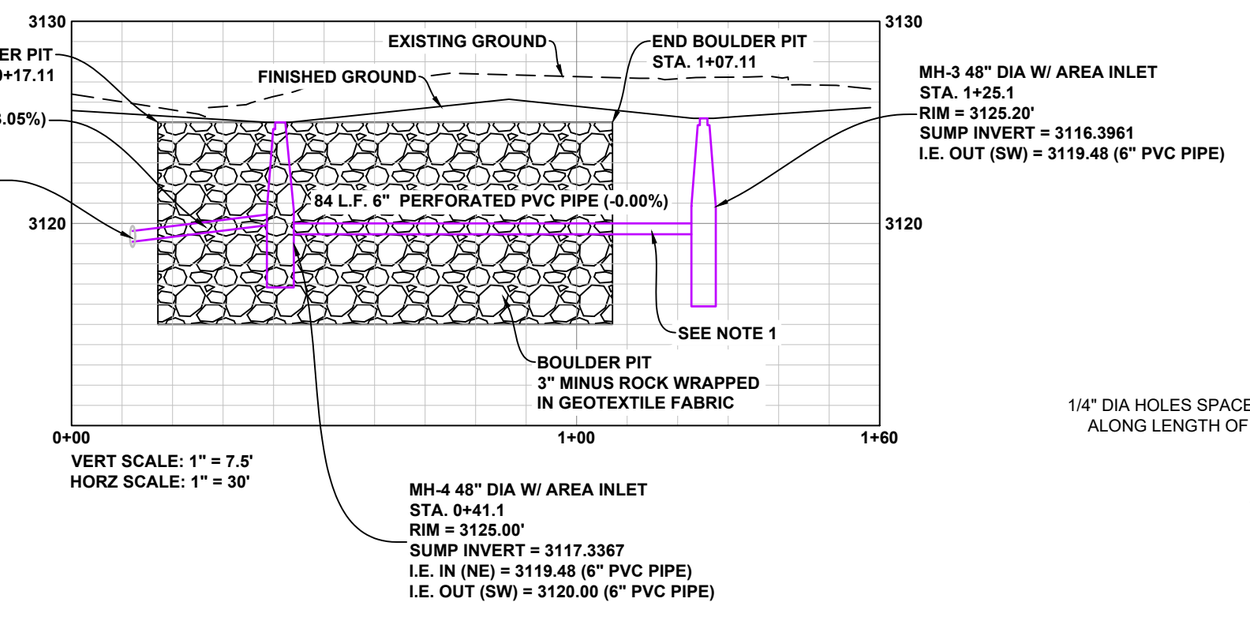
SHEET
7

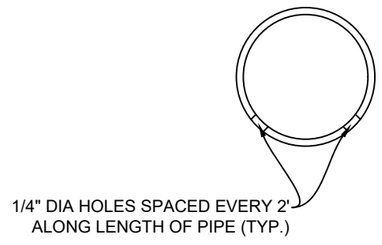
K:\Billings\Yellowstone County\2023198 Round Building Parking Lot Design\05CAD\Sheets\planset\23198-STRM-PP.dwg PARKING LOT DRAINS 7/7/2023 8:30:40 AM





INSERTA-TEE DETAIL





PERFORATED PIPE DETAIL

NOTES:
1. PIPE LOCATED OUTSIDE OF BOUNDER PIT EXTENTS SHALL BE NON-PERFORATED.

BID SET

NO.	REVISION	BY	DATE

PROJECT NO. 2023-198

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YELLOWSTONE COUNTY
COURTHOUSE PARKING LOT DESIGN

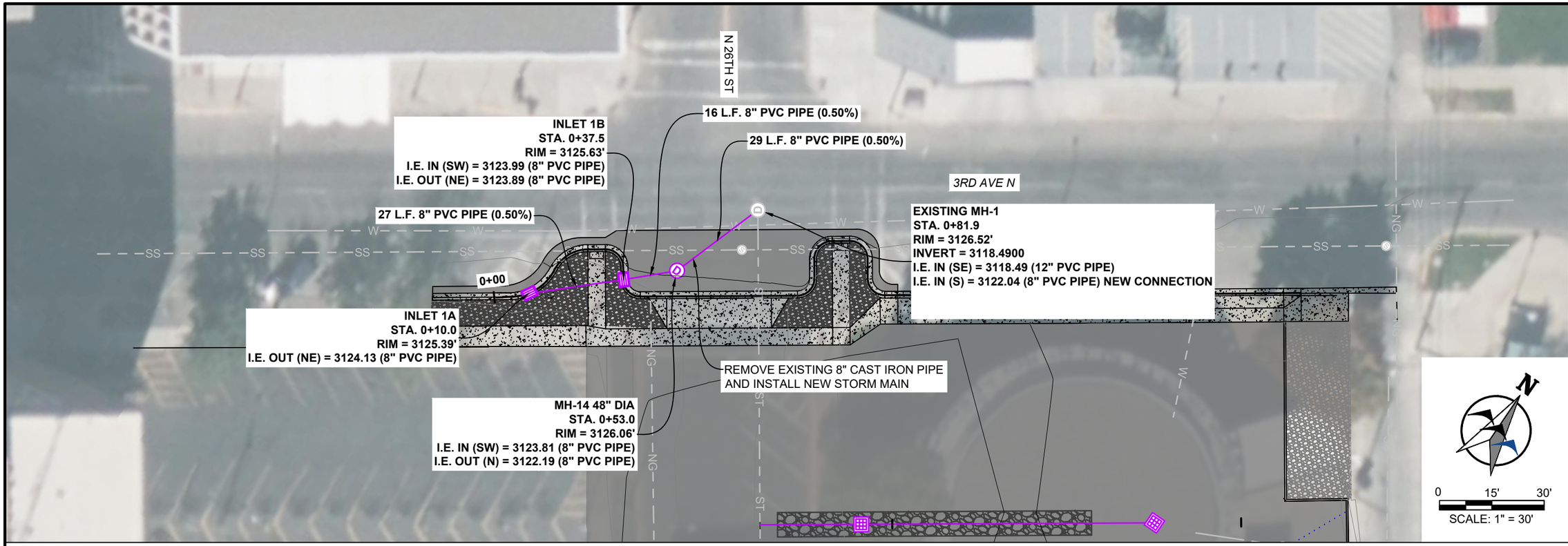
STORMWATER PLAN AND PROFILE

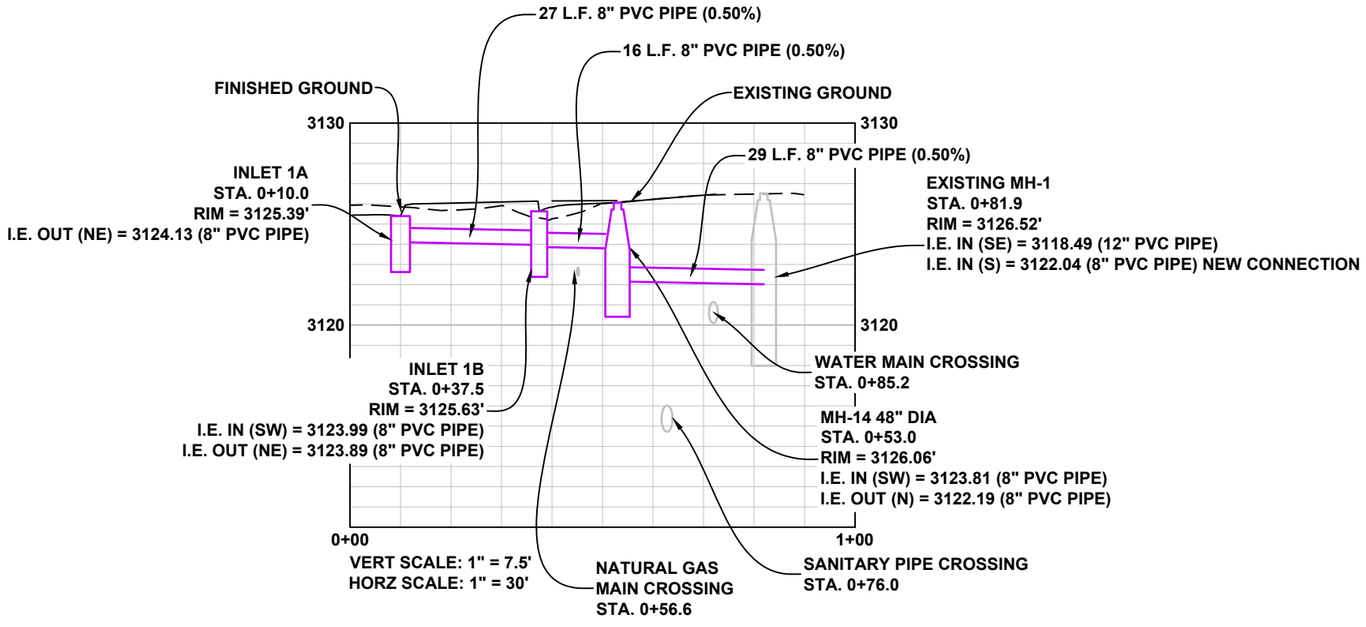
BILLINGS, MT

DESIGNED BY: SMC
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 7/7/2023

SHEET
8

K:\Billings\Yellowstone County\2023198 Round Building Parking Lot Design\05CAD\Sheets\planset\23198-STRM-PP.dwg CURB DRAINS 7/7/2023 8:30:40 AM





NOTE:
1. CONTRACTOR TO VERIFY DEPTH AND LOCATION OF EXISTING WATER, SEWER, AND GAS MAIN PRIOR TO ORDERING PRE-CAST MATERIALS.
2. CURB INLETS TO BE 2' x 3' TYPE II.
3. CONTRACTOR TO CORE INTO EXISTING MH-1 FOR NEW CONNECTION. CONTRACTOR SHALL GROUT AND SEAL OLD HOLE AS NECESSARY.

BID SET

NO.	REVISION	BY	DATE

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YELLOWSTONE COUNTY
COURTHOUSE PARKING LOT DESIGN

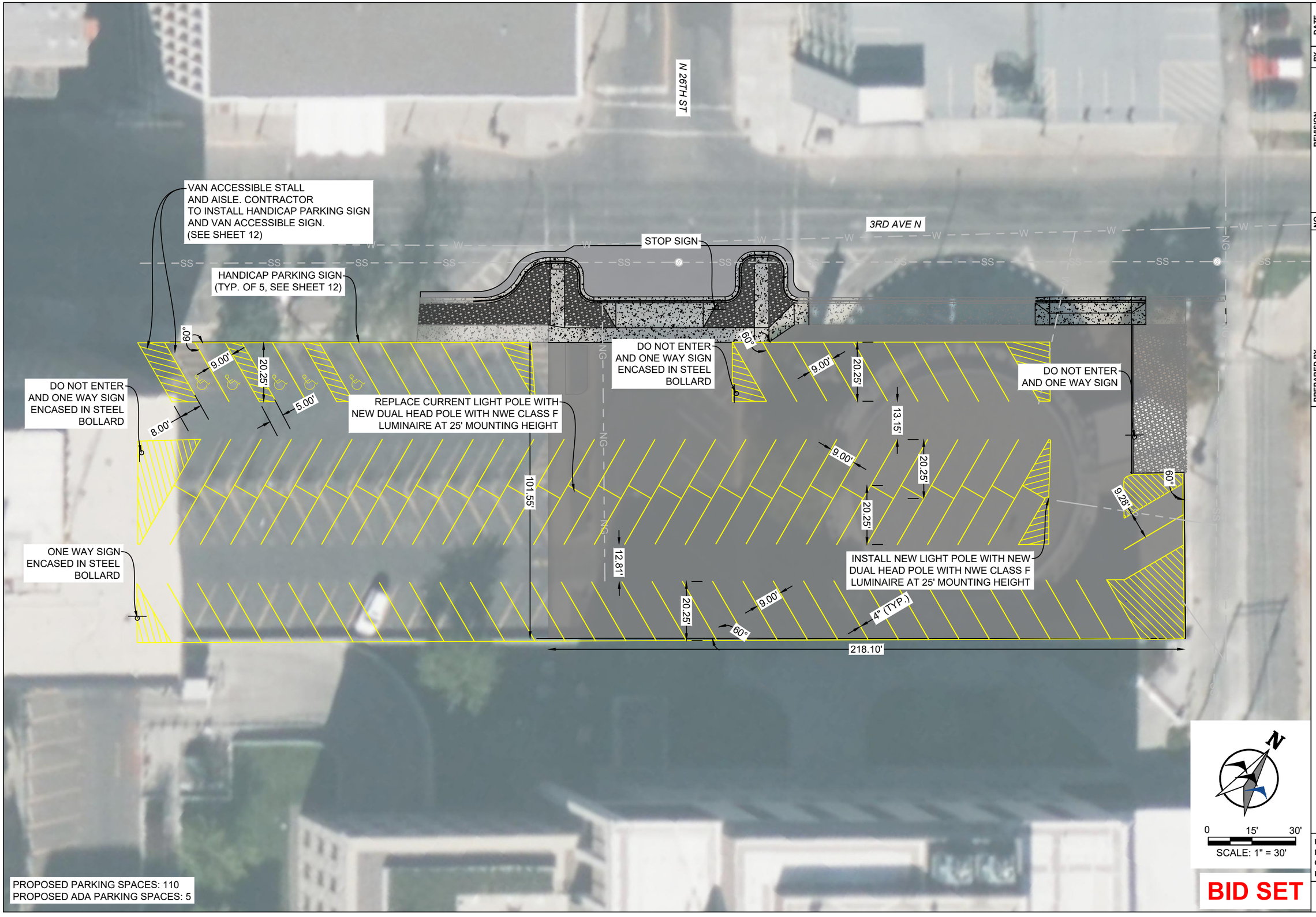
STORMWATER PLAN AND PROFILE

BILLINGS, MT

DESIGNED BY: SMC
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 7/7/2023

SHEET
9

K:\Billings\Yellowstone County\2023 198 Round Building Parking Lot Design\05CAD\Sheets\planset\23198-STRIPING.dwg STRIPING 7/7/2023 8:21:38 AM



NO.	REVISION	BY	DATE

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(406) 894-2210
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YELLOWSTONE COUNTY
COURTHOUSE PARKING LOT DESIGN

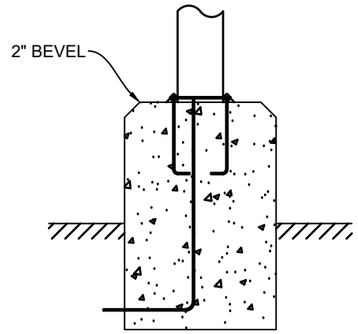
STRIPING SHEET

BILLINGS, MT

DESIGNED BY: SMC
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 7/7/2023

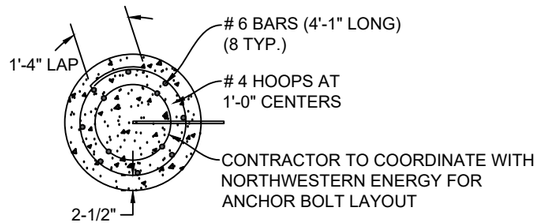
SHEET
10

K:\Billings\Yellowstone County\2023 198 Round Building Parking Lot Design\05CAD\Sheets\planset\23198-DETL.dwg LIGHTPOLE 7/7/2023 8:21:39 AM

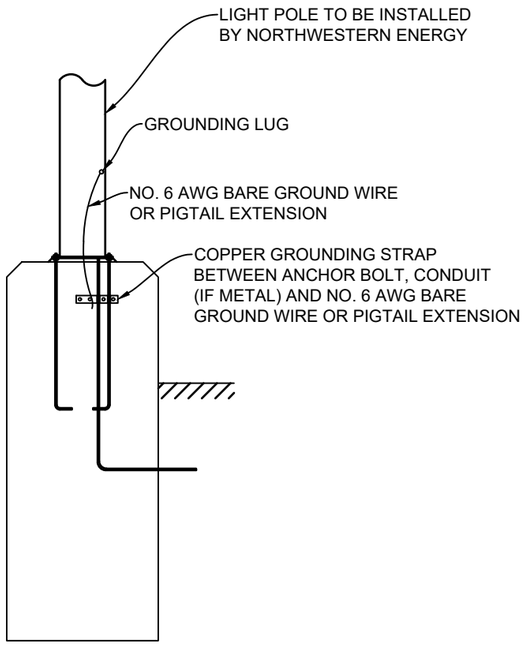


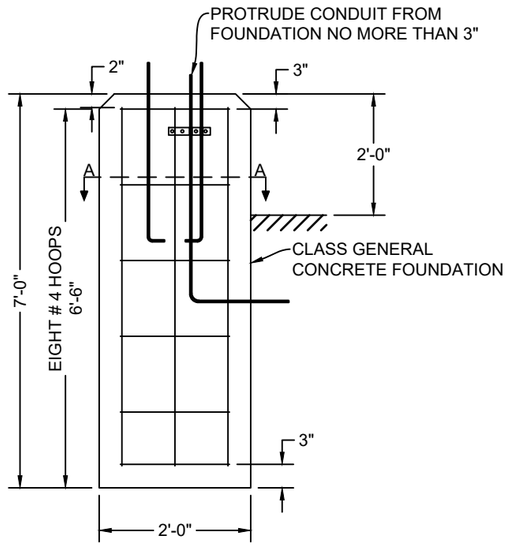
ANCHOR

SECTION A-A
NOT TO SCALE



SECTION A-A
NOT TO SCALE





TYPICAL OF ALL FOUNDATIONS
NOT TO SCALE

NOTE:
CONTRACTOR TO COORDINATE LIGHT POLE INSTALL WITH NORTHWESTERN ENERGY. LIGHT POLE BASE TO BE INSTALLED BY NORTHWESTERN ENERGY. NORTHWESTERN ENERGY TO DETERMINE IF WIRING TO BE VIA CONDUIT OR OVERHEAD LINES AND CONTRACTOR TO PROVIDE CONDUITS WITHIN POLE BASE AS NECESSARY.

BID SET

NO.	REVISION	BY	DATE

PROJECT NO. 2023-198

PREPARED BY
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BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

YELLOWSTONE COUNTY
COURTHOUSE PARKING LOT DESIGN

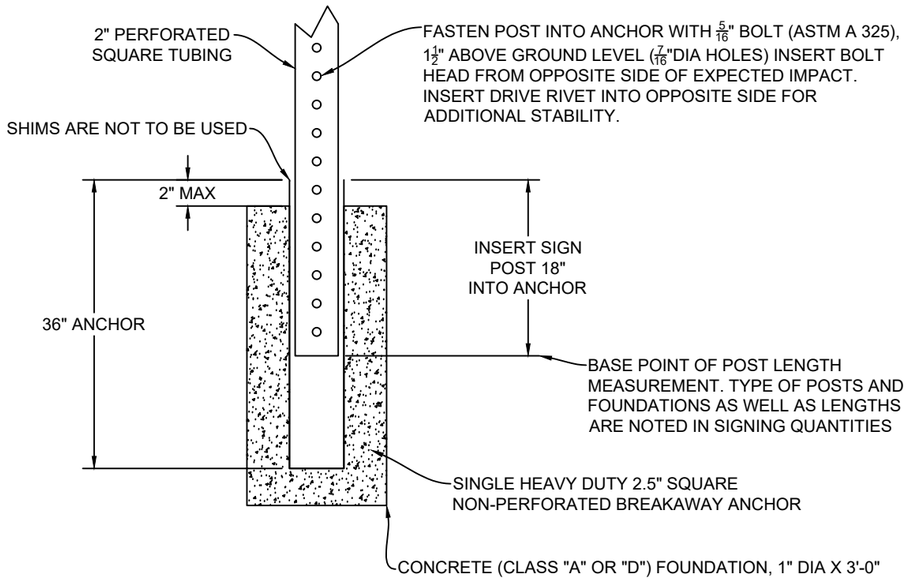
LIGHT POLE BASE DETAIL

BILLINGS, MT

DESIGNED BY: SMC
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 7/7/2023

SHEET
11

K:\Billings\Yellowstone County\2023198 Round Building Parking Lot Design\05CAD\Sheets\planset\23198-DETL.dwg SIGNAGE 7/7/2023 8:21:39 AM



SUPPORT AND CORRESPONDING ANCHOR					
SUPPORT			ANCHOR		
TUBE SIZE	WEIGHT	WALL THICKNESS	TUBE SIZE	WEIGHT	WALL THICKNESS
2"	2.42 LBS/FT	0.105" (12 GAGE)	2.5"	18.36 LBS EA	3/16"

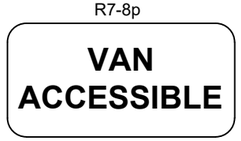
NOTE:
1. USE CONCRETE CLASS "A" OR "D" WITH WOOD FLOAT FINISH ON TOP. FORM TOP 6" OF FOUNDATION.
2. GALVANIZE PIPE PER AASHTO M [1].
3. PAINT PIPE WITH ONE SHOP COAT AND ONE FIELD COAT OF ZINC RICH BASED PAINT, AS SPECIFIED IN THE MONTANA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS SECTION 710 ON ALL SURFACES NOT IN CONTACT WITH CONCRETE.
4. CONFORM STEEL PIPE TO THE REQUIREMENTS OF ASTM A53 TYPE E OR S, GRADE B.

1/12 SIGNPOST FOUNDATION DETAIL
NOT TO SCALE

R7-8

2/12 HANDICAPPED PARKING DETAIL
NOT TO SCALE

R7-8p



4/12 VAN ACCESSIBLE DETAIL
NOT TO SCALE

R5-1

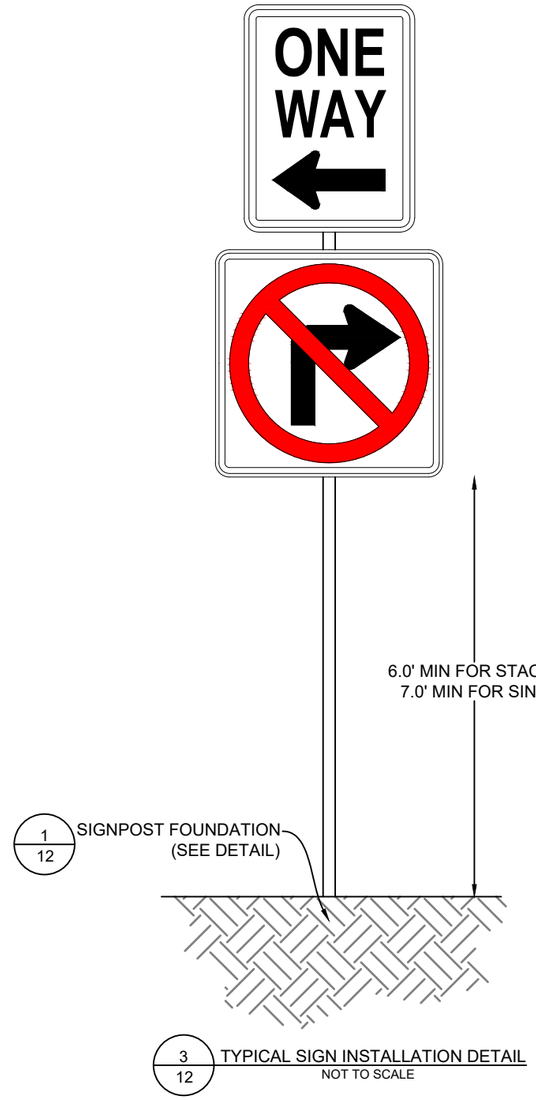
5/12 DO NOT ENTER DETAIL
NOT TO SCALE

R6-2

6/12 ONE WAY DETAIL
NOT TO SCALE

R1-1

7/12 STOP SIGN DETAIL
NOT TO SCALE



3/12 TYPICAL SIGN INSTALLATION DETAIL
NOT TO SCALE

BID SET

NO.	REVISION	BY	DATE

PROJECT NO. 2023-198

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YELLOWSTONE COUNTY
COURTHOUSE PARKING LOT DESIGN

SIGNAGE DETAILS

BILLINGS, MT

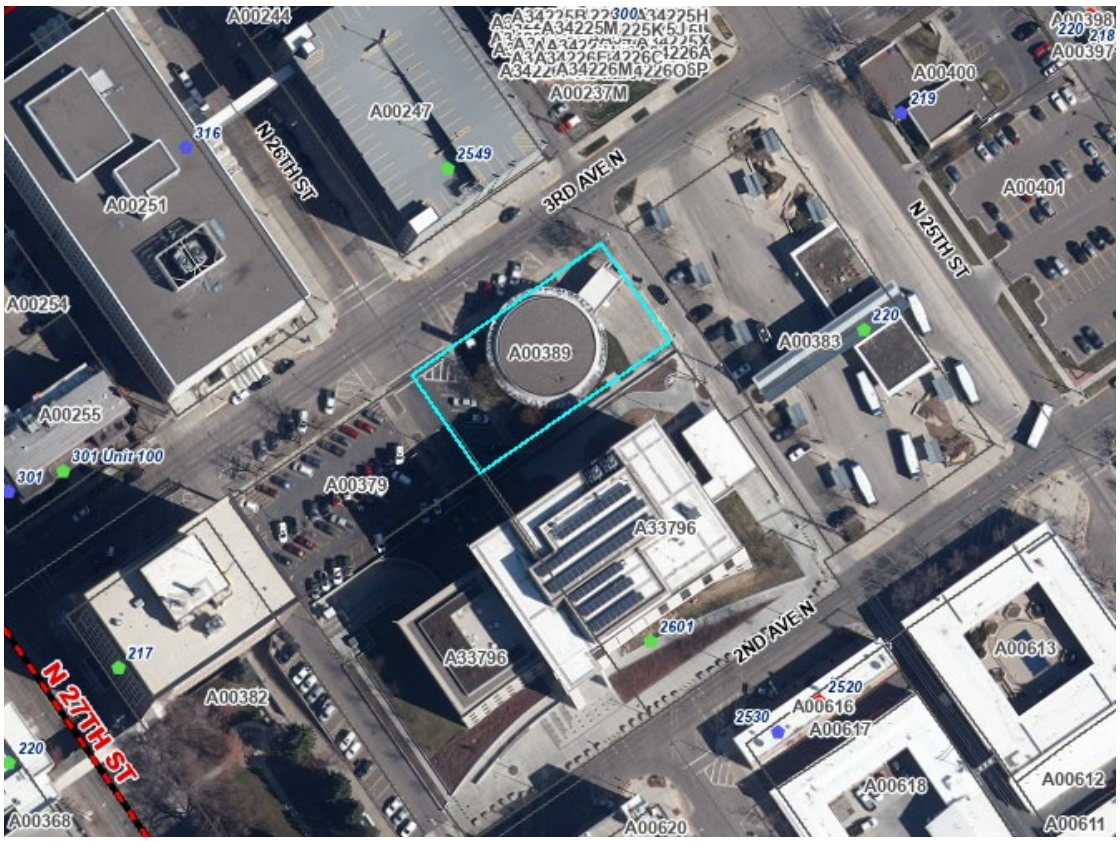
DESIGNED BY: SMC
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 7/7/2023

SHEET
12

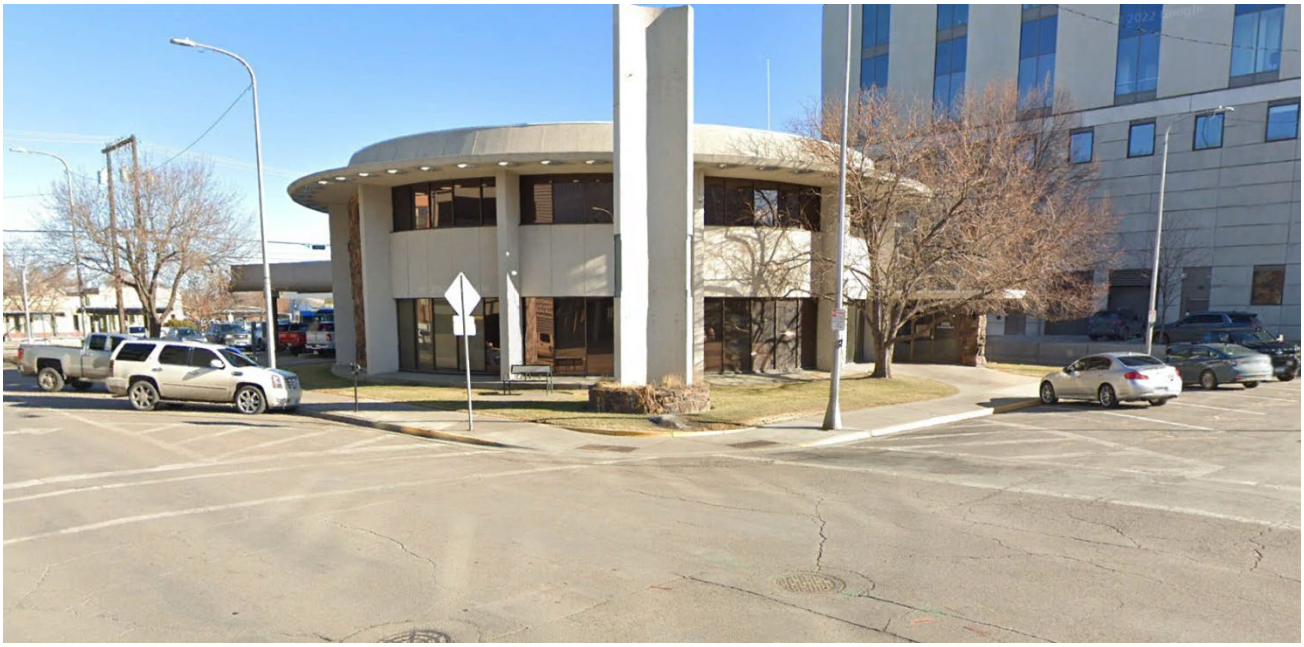
LUCZ 2 – City Council August 28, 2023
Yellowstone County - new surface parking lot
Surrounding Zoning & Site Location

Central Business District (CBD)

Subject Property – CBD
18,000 sf
Billings Original Town, Block 60
Lots 13-16 and adj vacated N 26th St



Aerial Photo



Subject Property view south east across 3rd Ave N – prior to demolition

Subject Property 2550 3rd Ave N – post demolition

View east along 3rd Ave N

View west along 3rd Ave N

Stillwater Building aka new City Hall north west across 3rd Ave N

Private parking garage north across 3rd Ave N

City Council Regular

Date:	08/28/2023
Title:	Resolution - parks, trails, recreation project management
Presented by:	Gina Dahl
Department:	Legal
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

The Council consider changes to the enclosed resolution as proposed.

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

On July 10, 2023, Council approved a resolution calling for a special election on November 7, 2023, on whether the City should be authorized to issue general obligation bonds not to exceed $143 million for parks, trails, and recreation projects. Council also approved an Initiative directing staff to prepare a resolution related to the parks, recreation, and trails bond issue that would outline the agreements and commitments made by the City and private partners based on the information we know now and to provide guidelines regarding decision-making related to the debt financed parks projects for future Councils. Council discussed the project management resolution during the work sessions on July 17 and August 7, 2023, and made several edits and suggestions to the draft resolution provided by Council member Rupsis.

The resolution is intended to memorialize current Council's representations of what projects should be funded as well as how those projects should be scheduled and managed. The resolution is also intended to engage Billings' residents and stakeholders in the continued planning process for parks, trails, and recreation projects and to guide future Councils when making decisions about funding and policy direction.

Section 1. General Project Overview

This section of the proposed resolution provides an overview of the projects and lists the specific projects Council wants to be funded by any bonds issued. It should be noted here that the question posed to the voters on November 7 does not similarly limit the scope of parks, trails, and recreation projects that can be funded. If the voters approve the question, any projects that fall within the scope as described in the election resolution may be funded by the city council. It describes the improvements that would be authorized as those with the purpose of "designing, constructing, improving, installing, and equipping City parks, trails, and recreation properties and facilities in the City... including funds for repairs and improvements to existing City parks, trails, and playgrounds... and to pay the costs associated with the sale and issuance of the bonds." Therefore, this proposed project management resolution declares the Council's intention based on current information however a future Council is not bound by this declaration and may modify or rescind this resolution.

There is an edit to Section 1, paragraph 4 to bring to Council's attention. The original language was "the list of projects and tasks must be provided to Council and made available to the public at least 30 days in advance of a Council vote and must be placed on a Council work session agenda prior to a vote to approve the authorization to issue bonds." This resolution requires three steps before the issuance of bonds is authorized. Those steps include presentations to the Budget and Finance Committee, at a Council work session, and at a regular meeting. In the event the Budget and Finance Committee held its meeting within 10 days prior to a work session and then the matter proceeded to the next regularly scheduled Council meeting, the City would be violating the provisions of this resolution if those events occurred in less than 30 days. There are already timelines and deadlines for providing public notice that comply with public participation and notice requirements. Therefore, staff recommends the edited language included in the proposed resolution which removes the 30-day requirement and instead rely on the current agenda timelines established by the City, which comply with public notice and open meeting requirements of the law.

Section 2. Financial Commitments

This section describes the capital campaign as well as recognizing agreements and commitments for future financial obligations. This section also explains Council's intent to reduce the amount of bonds issued or to reduce the debt service depending on the amounts raised and grants obtained.

Council may want to consider the impact of paragraph 2 of Section 2 which requires the capital campaign goal to be accomplished before any project begins. This is very broad and would impact projects that could otherwise begin.

Staff recommends removing this provision or alternatively adding the phrase "with the exception of trails projects" at the end of that sentence (this language has been included in the attached draft).

Additionally, staff highlights paragraph 7 of Section 2 for Council's consideration. This appears to be inconsistent with paragraph 2 of Section 2 and therefore, unless that sentence has been deleted as requested above, the addition of the language ("with the exception of trails projects") would be necessary if the intent is to allow trails projects to begin before the $6 million goal is reached.

Section 3. Project Management

The next section describes how parks, trails, and recreation projects should be managed and the creation of community steering committees to assist in narrowing the scope of work for each project to match the proposed budget.

Paragraph 3.f. has been deleted as shown in the attached draft because the public-facing website will have updated information that anyone can access and will accomplish the goal of keeping the Parks Board and committee chairs updated with accurate information.

Staff also requests Council reconsider the preference that any city resident not participate on more than one community steering committee (Section 3.a.iv.). In some situations, there will likely be a handful of people who possess the best qualifications and time available to serve on more than one steering committee and this preference could prevent the committees from being as effective and efficient as possible.

Additionally, staff requests Council reconsider having a separate steering committee for each and every project. It may be the case that a few steering committees would be more proficient at advising on multiple projects than a separate committee. Each project is connected to a comprehensive planning process that included public input and council review and approval. Staff recommends Council also simplify the resolution, removing the committee member selection criteria with a simple clear statement: Steering committees will be established by the city administrator in consultation with the Council members from the relevant ward.

Council should also consider the amount of staff time that will be required to implement the community steering committees. With the addition of the four City Council subcommittees, it is apparent the amount of staff time involved is more than was anticipated. If the resolution is adopted as proposed, steering committees will have requirements for open meetings and public notice which involve city staff to accomplish as well as the numerous hours of staff time to prepare for and attend the meetings.

Section 4. Recreation Center Management

Recreation Center Management is the final section that addresses how the management of the facility should be determined and the factors that should be considered when making that determination. The city has never had a multi-generational recreation center of anything close to this scale. Therefore, I want to state for the record, we don't know, what we don't know. The resolution is consistent with our discussions and sets a path forward that meets our commitment to maximize the facility to the benefit of our residents in partnership with the private sector. The TBID's commitment in the resolution is also critical to our short and long term financial success. We remain committed to operating the facility effectively and efficiently as well as the need to establish and follow financial policies that properly maintain the facility over its lifetime.

ALTERNATIVES

City Council may:

- Approve;
- Amend; or,
- Not Approve

FISCAL EFFECTS

The primary costs associated with the resolution is staff time. Public engagement is critical to making better decisions, building trust and managing expectation but in order to do it well, the administration, parks and recreation dept. and clerk's office will each need to dedicate additional hours to each committee. Decisions to delay other work or add staff will be presented with future fiscal year budget proposals.

Attachments

Resolution

RESOLUTION 23-_____

A RESOLUTION ESTABLISHING GUIDELINES FOR THOSE PARKS, TRAILS, AND RECREATION PROJECTS TO BE FUNDED BY GENERAL OBLIGATION BONDS IF AUTHORIZED BY VOTERS ON NOVEMBER 7, 2023

WHEREAS, Council recognizes the importance of improving the health and safety of the City of Billings by increasing recreational opportunities for all citizens by making parks, trails, and recreation facilities more available; and

WHEREAS, the primary mission of the proposed recreation center is to serve the diverse recreational needs of the residents of Billings. A secondary mission of the recreation center is to support economic activity through sports tourism and related events.

WHEREAS, Council approved a resolution calling for a special election on November 7, 2023, to ask the voters to determine whether the City should be authorized to issue and sell bonds in order to fund the development and improvements for parks, trails, and recreation facilities; and

WHEREAS, if the citizens vote in favor of the question, the City will be authorized to issue and sell general obligation bonds for the purpose of providing funds to pay the costs of designing, constructing, improving, installing, and equipping City parks, trails, and recreation properties and facilities in the City up to $143 million; and

WHEREAS, Council intends to be fiscally responsible when issuing bonds on any projects and hereby establishes guidelines for the City to follow when scheduling, budgeting, and managing any debt financed projects for parks, trails, and recreation facilities; and

WHEREAS, Council encourages the public to engage in the process of planning parks, trails, and recreation projects to ensure the opportunity for more equitable access to City recreation properties and facilities; and

WHEREAS, Council wishes to recognize the commitments and agreements made by community members and private partners to raise and dedicate future funding to ensure the successful completion and management of these projects; and

WHEREAS, this resolution aims to outline the general project overview, financial commitments, and project management guidelines for the effective implementation and ongoing management of debt financed projects if this ballot measure is approved by voters on November 7, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1. General Project Overview

1. To achieve the primary goal of enhancing the health and safety of Billings by providing increased recreational opportunities for all citizens, Council is focused on the following:

    a. Replacing existing deteriorating facilities;
    b. Finishing partially completed parks according to their adopted master plans; and
    c. Leveraging grants and pledges from other governmental and private sources.

2. The projects, along with their respective budgets, to be funded by authorized general obligation ("G.O.") bonds, if approved on November 7, 2023, by voters, are listed in alphabetical order as follows:

    a. Castle Rock Park - $12 million (G.O. bonds)
    b. Centennial Park - $8 million (G.O. bonds)
    c. Cottonwood Park - $1 million ($400,000 from cash-in-lieu, $600,000 from G.O. bonds)
    d. Coulson Park - $3 million (G.O. bonds)
    e. North Park Center - $4 million (G.O. bonds)
    f. Poly Vista Park - $4 million (G.O. bonds)
    g. Recreation Center - $110 million ($25 million from SBBURD tax increment revenue bonds, $85 million from G.O. bonds)
    h. South Park Pool & Community Center - $10 million (G.O. bonds)
    i. Stagecoach Trail - $5.535 million ($4.73 million from Transportation Alternatives Program ("TAP") grant, $100,000 from TrailNet, $705,000 from G.O. bonds)
    j. Trails Projects - $6.15 million ($500,000 from Downtown Billings Partnership ("DBP"), $1.22 million from TAP grants, $325,000 from TrailNet, $4.605 million from G.O. bonds)
    k. West End Water Reservoir - $6 million (G.O. bonds)
    l. Zimmerman Center - $4 million (G.O. bonds)

3. Council anticipates bonds to be issued gradually, in at least three tranches, over 3-5 years to ensure taxpayers experience a gradual instead of an immediate increase. The first tranche is expected to be issued in calendar year 2024 and will be no more than 1/3 of the total available bonding capacity.

4. All requests for authorization to issue debt, whether G.O. bonds or tax increment revenue bonds, must be first reviewed by the Budget and Finance Committee to make a recommendation prior to Council consideration. All requests for authorization to issue debt must be accompanied by a list of projects or tasks that will be carried out with the issuance of said bonds, the proposed budget for

each project/task and the approximate timeline for completion of each project/task. The list of projects and tasks must be placed on a Council work session agenda prior to a vote to approve the authorization to issue bonds. Additionally, the list of projects and tasks must be provided to Council and made available to the public in advance of the work session and the regular meeting in accordance with City policies and public notice and open meeting laws.

5. Park District 1 ("PD 1") will expire and dissolve at the end of calendar year 2024, and the maintenance costs previously assessed and paid through PD 1 will be paid from the General Fund.

6. The G.O. bonds shall cover capital construction and related financing costs only. A future levy for operation and maintenance of parks, recreation, and trails may be needed after construction of all projects is complete. Council believes any future levy should dedicate a specific number of mills for ongoing parks and trails development.

7. In order to support trust and transparency in the election process, City staff and Council members shall ensure their full compliance with the law.

    a. As provided in the law, City staff may educate citizens on the proposed projects, bonds, and the contents of this resolution and City staff may not advocate for or against a ballot issue.
    b. Council members may advocate for or against a ballot issue but they shall not use any City resources for the purpose of supporting or opposing a ballot issue.

Section 2. Financial Commitments

1. A capital campaign initiated by foundations, agencies, and other organizations supporting parks, trails, and recreation will endeavor to raise at least $6 million. Additionally, City staff or other appropriate partners will seek $6 million in grants. The funds raised from the capital campaign and grants will be used to reduce the amount levied on taxpayers to pay the annual debt service on the bonds, by either reducing the size of the bonds issued or by reducing the annual debt service levy. To the extent possible, funds raised through donations and grants should be used to reduce the amount of bonds issued.

2. The capital campaign reaching the goal of at least $6 million pledged and/or donated must be accomplished before construction commences on any project, with the exception of trails projects.

3. If the capital campaign falls short of the goal and there is no reasonable path to reach the target, the budgets of projects listed in Section 1, paragraph 2 will be reduced to match the fundraising deficit.

4. Funds raised through the capital campaign will be tracked separately for each project, allowing donations to be utilized according to the wishes of the donors. Undesignated donations will also be accepted.

5. Any donations received or pledged prior to July 10, 2023, will not be attributed toward the $6 million capital campaign goal but may be used to increase the project budgets.

6. If the total amount raised from the capital campaign and grants exceeds $12 million, the excess funds may be allocated to increase project budgets as requested by the donors or granting agencies.

7. G.O. bonds for trails projects will be issued as grant funds become available and as TrailNet reaches their fundraising commitment for each project. The specific fundraising commitments for the trails projects are:

    a. Stagecoach Trail - $100,000
    b. 25th St Bridge - $50,000
    c. Highway 3 pedestrian underpass - $25,000
    d. Trail signage - $25,000
    e. Lillian Ave to Coulson - $50,000
    f. Yellowjacket Trail - $75,000
    g. Aronson to Main - $100,000

8. The City will pursue Land and Water Conservation Fund ("LWCF") grant opportunities for park components that do not fit within project budgets. To prevent delays in other approved development, applications for LWCF grants can be submitted independently of the debt financed projects' progress.

9. The ice and aquatic communities have committed to donating existing equipment for use at the recreation center. The liquidation of Centennial Ice Arena and the contribution of remaining assets are part of this commitment to reduce the amount levied to pay the annual debt service. Both communities have expressed support for continued fundraising efforts as well as facility surcharges to assist with the construction, operations, and maintenance of the recreation center.

    a. Based on the Billings Multi-Generational Recreation Center Concept Design ("recreation center master plan") pro forma, the facility surcharge program is expected to raise an additional 10% above anticipated revenues, or approximately $250,000 - $300,000 annually.
    b. Continued fundraising efforts may include late-stage fundraising for specialized equipment (e.g., timers, scoreboards, etc.) needed for sporting events.

10. The Parks, Recreation, and Public Lands Department ("Parks Department") will collaborate with the capital campaign committee and the Parks, Recreation, and Cemetery Board ("Parks Board") to establish naming and sponsorship opportunities for all projects in accordance with City policies.

11. The Billings Tourism Business Improvement District (TBID) has conditionally agreed to provide funding for administrative, operational, promotional, and marketing expenses up to $800,000 per year for 10 years to help defray the anticipated deficit in operating costs for the recreation center to be funded by the TBID assessment. An MOU between the TBID and the City will formalize this agreement, which must be signed before the November 7, 2023, election.

12. The Partners for Parks Foundation has committed to raising at least $25,000 each year to assist individuals of limited financial means access City recreational programming and the recreation center.

13. Adopt-a-Park and Adopt-a-Trail programs will be developed by the Parks Department to help offset parks and trails maintenance costs. These programs may require financial and/or in-kind support from sponsors based on the specific needs of the Parks Department.

Section 3: Project Management

1. The design and construction of the debt financed projects shall be managed with the objective of delivering maximum value to the community in a timely manner, while involving the community in key decision-making processes.

2. Construction of the debt financed projects will be managed as follows:

    a. Public Works will oversee the management of trails projects within rights-of-way, which may include the installation of major paths/trails around the new water reservoir. Additional recreational paths may also be included as part of the debt financed project cost.

    b. Various project management approaches will be evaluated for the parks projects listed in Section 1. Whenever possible, firms capable of delivering multiple streams of work without separate bidding for each component of every project is preferred.

        i. Contracts with firms handling work across multiple projects shall specify both the total budget and individual project budgets.
        ii. Budget allocations for individual projects cannot be increased by reallocating funds from another project without approval from City Council. However, budgets may be increased through additional funds raised from private sources.
        iii. The project management team shall strive to define efficient and timely strategies for working through all projects to maximize their value to the community.

    Council prefers an approach that will make improvements throughout the City each year, as opposed to only completing a single park project at a time. In the first tranche of bonds issued, Council's initial inclination is to

focus on the South Park Pool and building, and the community centers at Castle Rock Park, North Park, Pioneer Park, and Centennial Park, subject to expert guidance from the project management team.

c. When contractors are hired to build the recreation center, contracts shall specify the total project budget.

    i. If the recreation center construction costs exceed the budget, the deficit will be reduced by value engineering, reduction of scope, or an additional capital campaign to raise funds privately. The budget for the recreation center shall not be increased by using G.O. bonds allocated for other projects.
    ii. Recreation center design cannot begin before the MOU with the TBID has been signed and the increased TBID assessment referenced in Section 2, paragraph 11 has been approved.
    iii. Recreation center construction shall not begin before construction on the first selected group of parks projects has begun.

3. The City administrator shall establish community steering committees ("Committees") for each project to monitor and advise on the scope, schedule, communication, and cost of the projects.

    a. Committees should be small enough to facilitate efficient decision-making while also representing diverse community interests and expertise. Committee size may vary across projects to meet this need. When feasible, Committees should:

        i. Be primarily comprised of residents or owners of businesses in the general service area of the project.
        ii. Include at least one councilmember and, if available, a representative from a functioning neighborhood task force where the project is located.
        iii. Not contain more than one employee or board member from the Billings Chamber of Commerce, nor more than one employee or board member from Big Sky Economic Development, nor more than one employee or board member from Billings TrailNet.
        iv. Not include a member of another steering committee.

    b. Committees will ensure project stakeholders are identified, appropriately engaged, and are provided timely communication throughout the design and construction phases.

    c. Committees will make recommendations regarding major design and scope decisions to the project management team and/or Council. If a Committee supports design or scope decisions that exceed the project budget, it should raise private funds to meet the shortfall.

d. Committees, Council, and City staff must safeguard project budgets against encroachment from other projects.

e. Each Committee shall select a Chairperson. Committee meetings shall be open to the public. Minutes of all meetings shall be kept and made available to the public. Audio recordings shall suffice as minutes.

~~f. At least once per quarter, all committee chairs, the Parks Board, and the City Administrator shall meet to review each project status and to ensure all groups have consistent information.~~

g. The City Administrator shall ensure residents with potential financial conflicts of interest are not appointed to any Committee.

h. The City Administrator will confer with Council members from the relevant ward prior to appointing Committee members.

4. The City Administrator shall ensure a public-facing website presents timely and relevant public information on each project, including, at a minimum, the following: master plans, concept drawings, surveys, planning documents, contracts for services, public meetings, status reports, total budget and total amount spent to-date.

5. The City Administrator shall ensure summary project updates are provided to Council during a work session at least twice per year.

Section 4: Recreation Center Management

1. To further the mission of serving diverse recreational needs of Billings' residents and supporting economic activity through sports tourism and related events, the recreation center should be managed with minimal political interference to ensure community access to the facility while maximizing its usage and financial and operational efficiency.

2. The City Administrator shall appoint a committee to recommend the optimal management structure for the recreation center considering the mission and goals and make a recommendation to Council.

    a. The committee shall consist of one member of City administration or staff, one member appointed from and by the City Council, one member appointed by the TBID, and a minimum of three members from the community with specific financial, operational, legal, functional, or community experience needed to solicit, evaluate, and recommend management proposals.

    b. Committee meetings shall be open to the public. Minutes of all meetings shall be kept and made available to the public. Audio recordings shall suffice as minutes.

c. If the committee determines the optimal approach is to enter into a contract for management of the facility with a non-City entity, then the committee shall also develop a recommendation regarding how the contract with the selected entity should be managed, whether directly by City staff or by a newly formed operational authority/commission.

d. The committee should consider the following in making its determination:

   i. A user fee structure that ensures City residents pay lower rates than non-residents for using the facility.
   ii. Financial accessibility for low-income residents supported through scholarships, special pricing tiers, or other programs. Standard methods of means testing (e.g., participation in free/reduced school lunch program) may be used to determine eligibility for these programs.
   iii. The facility manager or the operational authority/committee will need to define an ongoing sponsorship, advertising, and naming rights program for the recreation center consistent with other City policies.
   iv. To reduce the amount of annual debt service that must be levied on taxpayers, the facility manager will need to generate and commit specialized revenues to the City annually over the term of the bonds. Funds can be generated from sponsorship, advertising, naming rights, temporary facility surcharges over and above normal membership and program fees, and other targeted revenue generation.

      a) The amount of revenue to be generated shall be approved annually by Council as part of the budget process. It is expected, based on the 2018 Victus Advisors Yellowstone County Sports Facility Market Needs Assessment and the pro forma in the recreation center master plan, that the target amount will be around $650,000 annually.
      b) Since residents are already paying for a large portion of the facility through property taxes, facility surcharges on regular memberships and daily admissions for City residents should not be allowed.

   v. The annual budget and operating plan for the recreation center shall be presented to and approved by Council during the ordinary budget cycle, similar to the process for the budget and operating plan for the TBID.
   vi. A portion of revenues from the recreation center should be used to establish a capital maintenance fund at a level recommended by the committee.
   vii. If the committee recommends a non-City entity as the facility manager, the Parks Department must be allowed to run

recreational programs at the recreation center based on a schedule and facility fee structure mutually agreeable to the Parks Department and the facility manager.

EFFECTIVE DATE. This resolution shall be effective upon adoption.

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